

By accepting these terms we

- acknowledge and accept that the Near Miss SaaS Solution (Majakka) is provided by Plan Brothers Oy (hereinafter – the Supplier) and by accepting the terms set forth herein, we enter into a separate agreement with the Supplier.
- acknowledge and accept that our right to use the Near Miss SaaS Solution (Majakka) modules for preventive risk and safety management purposes as provided by the Supplier free of charge (hereinafter – the Free Modules) is part of If P&C Insurance's (hereinafter – the Insurer) insurance offering and is subject to us having a valid worker's compensation insurance policy with the Insurer and that such right shall automatically terminate upon the expiry or termination of such insurance policy unless the policy is renewed.
- acknowledge and accept that the right to use the Free Modules is a part of Insurer's insurance risk management and assessment services and that our decision to use or not use the Free Modules does not grant us any right to a discount on the insurance premium.
- acknowledge and accept that the use of Free Modules may be terminated at any time and that we may terminate it at any time.
- acknowledge that only the Free Modules are available free of charge and that the use of any other modules will be subject to Supplier's pricelist with an applied 20% discount on all modules as offered by the Supplier, and that different terms and different service levels may be applied to such other modules.
- acknowledge that transferring data from other systems to Near Miss SaaS Solution (Majakka) is subject to extra charge.
- authorize the Insurer to receive reports about the close call incidents logged through our use of the Free Modules and to process these reports for the purposes of risk management. These reports shall not contain any personal data.
- acknowledge that the Insurer is not granted access to any of our personal data and is neither controller, nor processor of our personal data in the context of our use of the Free Modules and that any and all processing of personal data within the Near Miss SaaS (Majakka) Solution will be governed solely by our agreement with the Supplier.
- acknowledge that our relationship with the Insurer is governed by:
 - 1) the relevant terms included herein;
 - 2) our agreement with the Insurer.
- acknowledge that our relationship with the Supplier and our use of the Near Miss SaaS Solution (Majakka) is governed by our agreement with the Supplier, and that this agreement consists of:
 - 1) the relevant terms included herein;
 - 2) Supplier's Terms of Service (ToS), including data processing terms [\[https://www.falcony.io/terms-of-service\]](https://www.falcony.io/terms-of-service); and
 - 3) The SLA [\[link\]](#).with the following amendments and changes applied to the ToS:
 - a. The Free Modules shall not be considered 'free services' for the purposes of Section 1.4 of the ToS.
 - b. Sections 2.2 to 2.5 of the ToS shall not apply to the Free Modules and shall be replaced by the provisions set forth herein. In case additional other modules are purchased in addition to the Free Modules, Section 2.5 of the ToS shall apply to those additional other modules only and shall be expressed as follows: "A paid service may be terminated (i) by the Supplier – by giving a written notice to the Customer at least 30 days prior to the end of the contract period, or (ii) by the Customer – at any time during the contract period, provided, however, that no refund is provided to the Customer for the unused portion of the service.

If a paid service is not terminated in accordance with this section, the agreement shall be automatically extended for each subsequent contract period of the same duration.”

- c. Notwithstanding the provisions in Section 5.1 and 5.3 of the ToS, the Supplier shall notify us of any changes in Services or Supplier’s standard terms which might affect the use of Free Modules or which may reduce the security or functionality of the Free Modules, at least 30 days in advance.
- d. Section 6.3 of the ToS shall be expressed as follows: “The customer shall, at all times, have access in the user interface to export all its data in the form of an Excel spreadsheet. The supplier’s responsibility to store the customer’s data terminates 180 days from termination of the agreement, after which the supplier shall destroy the customer data unless the customer has requested return of the customer data. The supplier shall have the right to charge for the collection, processing and delivery of the information in accordance with its then current pricing principles. However, the supplier shall be entitled to destroy or retain the customer data to the extent required by law or regulation by authority.”
- e. Sections 9, 10 and 15 of the ToS shall not apply to the Free Modules.
- f. Section 13.4 of the ToS shall be expressed as follows: The maximum liability of the supplier for damages shall not, excluding possible liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, exceed in aggregate:
 - 13.4.1. if the customer is using only the Free Modules – 300 EUR
 - 13.4.2. if the customer has purchased additional modules – the calculatory monthly price for service at the point of breach of contract, excluding value added tax, multiplied by 12.
- g. Section 13.6 of the ToS shall be expressed as follows: “The limitations of liability shall not apply to liability caused by breach of section 11 (confidentiality), section 12 (personal data) ,or wilful conduct or gross negligence.”
- h. Section 17.1 of the ToS shall be expressed as follows: “In case of any discrepancies between the documents of the agreement, the lower enumeration shall take precedence before a higher enumeration in the following order: 1) the written contract or, in regard to the Free Modules – the terms accepted by the customer on this registration page; 2) the SLA; 3) these terms of service; 4) service descriptions; 5) the order approved by the supplier and; 6) other annexes.”
- i. For purposes of Section 18.3 of the ToS and for general agreement matters, Supplier’s contact shall be support@falcony.io.

Falcony shall provide written instructions on how to set up and use the system. In case any help is necessary when setting up the Free Modules, support can be contacted by writing to support@falcony.io or the in-app chat.