

## Safety Moments App Disclaimers, Terms and Policies

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If you need or want to receive a reproduction of the below in an alternate format, please contact Francesco Suglia at [fsuglia@ramboll.com](mailto:fsuglia@ramboll.com).

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### DISCLAIMERS, TERMS AND POLICIES

Subject to the below Ramboll Safety Moments App [Content Disclaimer](#), and the below-referenced Ramboll Safety Moments App [Terms of Use](#), and the below-referenced Ramboll Safety Moments App [Privacy Policies and Practices](#), **O'Brien & Gere Ltd.** ("Ramboll") grants to you a limited license to access and use the Ramboll Safety Moments App. **You may not access or use the Ramboll Safety Moments App unless and until you have read and agree to the referenced [Content Disclaimer](#)**

and [Terms of Use](#), and unless and until you have read and acknowledge the referenced [Privacy Policies and Practices](#).

### **Content Disclaimer**

Except to the extent expressly set forth in the below-referenced Ramboll Safety Moments App [Terms of Use](#) and the below-referenced Ramboll Safety Moments App [Privacy Policies and Practices](#), neither Ramboll, nor any of its affiliates, assume any duty whatsoever to you or to any other person or entity arising from or related to access or use of, or otherwise related to, the Ramboll Safety Moments App or any advice or guidance provided by or through that app (collectively – “**Guidance**”), such Guidance being provided strictly for informational purposes only. Ramboll and its affiliates expressly disclaim any and all duties beyond those expressly and unequivocally set forth in the below-referenced Ramboll Safety Moments App [Terms of Use](#) and the below-referenced Ramboll Safety Moments App [Privacy Policies and Practices](#).

In addition, although the Guidance reflects good practice as of the time it was prepared, Ramboll and its affiliates disclaim any and all representations and warranties as to the accuracy or completeness of the Guidance and assume no responsibility whatsoever for any injury or illness to persons or damage to property arising from or related to access to and/or use of the Guidance or otherwise arising from or related to the app.

By accessing and/or using the Ramboll Safety Moments App, you acknowledge and agree that scientific, medical and health and safety knowledge and expertise always is evolving and that the Guidance cannot fully anticipate or account for changes in knowledge or expertise that develop after the Guidance is prepared – or for any particular set of facts or circumstances.

Specifically as relates to the COVID-19 virus, by accessing and/or using the Ramboll Safety Moments App, you acknowledge and agree that: adherence to some or all of the Guidance will not ensure that the COVID-19 virus will not be contracted or transmitted to or from others; the Guidance should not be interpreted as setting a standard of care or be deemed an exhaustive list of ways to minimize exposure to or transmission of the virus; and the ultimate judgment as to actions to be taken at any particular location must be made by parties in control of the location, and their advisers, in light of relevant facts and circumstances.

### **Terms of Use**

The Ramboll Safety Moments App Terms of Use, which govern any and all access to/use of, among other things, any part of the Ramboll Safety Moments App or any other application, website or similar platform linked directly or indirectly to or through the Ramboll Safety Moments App, this [Ramboll Safety Moments App Disclaimers, Terms and Policies document](#), the below-referenced Ramboll Safety Moments App [Privacy Policies and Practices](#) or the referenced Terms of Use, or that incorporates any of the foregoing by reference (all of which apps, websites and similar platforms are referred to below collectively and interchangeably as the “**App**”), any App functionality and any content, data, information, product or service available through, or otherwise related to, the App, are located at <https://ramboll.sharepoint.com/>. By accessing and/or using any part of the App, any of the App’s functionality or any content, data, information, product or service available through the App, or

otherwise related thereto, you affirm that you are over eighteen (18) years old, and you acknowledge and agree that, by accessing and/or using any of the foregoing, you are entering into a legally binding agreement/contract with **O'Brien & Gere Ltd. ("Ramboll")** consisting of all terms and conditions set forth in the Ramboll Safety Moments App Terms of Use (at <https://ramboll.sharepoint.com/>) and that you understand and agree to comply with and be legally bound by those Ramboll Safety Moments App Terms of Use.

### **Privacy Policies and Practices**

IN ADDITION, by accessing and/or using any part of the App, any of the App's functionality or any content, data, information, product or service available through the App, or otherwise related thereto, you acknowledge that you have read the Ramboll Safety Moments App Privacy Policies and Practices located at <https://ramboll.sharepoint.com/>.

### **TERMS OF USE**

Please read these Ramboll Safety Moments App Terms of Use (these "**Terms**") carefully before accessing and/or using (a) any part of the Ramboll Safety Moments App or any other application, website or similar platform linked directly or indirectly to or through the Ramboll Safety Moments App, the Ramboll Safety Moments App Disclaimers, Terms and Policies landing page (at <https://ramboll.sharepoint.com/>) the Ramboll Safety Moments App Privacy Policies and Practices (at <https://ramboll.sharepoint.com/>) or these Terms, or that incorporates any of the foregoing by reference (all of which apps, websites and similar platforms are referred to below collectively and interchangeably as the "**App**") or (b) any App functionality or any content, data, information, product or service available through, or otherwise related to, the App (all of which functionality, content, data, information, products and services are referred to below collectively and interchangeably as "**App Services**").

#### **1. Acknowledgement of Ability/Authority to Agree; Agreement to Terms.**

By accessing and/or using the App or any App Services, you affirm that you are over eighteen (18) years old, and you acknowledge and agree that, by accessing and/or using the App or any App Services, you are entering into a legally binding agreement/contract with **O'Brien & Gere Ltd. ("Ramboll")** consisting of all terms and conditions set forth in these Terms (including, without limitation, those regarding modification/termination of these Terms without further notice – at section 15 below – and any incorporated by reference) and that you understand and agree to comply with and be legally bound by these Terms. If/to the extent that you access and/or use, or purport to access and/or use, the App or any App Services on behalf of one or more other persons or entities, then, by accessing and/or using the App or any App Services, you acknowledge, affirm and agree that you are authorized to do so and otherwise act on behalf of such other person(s) or entity(ies) and that you, individually/personally, and on behalf of any and all other persons and entities on behalf of whom/which you access/use, or purport to access and/or use, the App or any App Services, are entering into a legal agreement/contract with Ramboll consisting of all terms and conditions set forth in these Terms (including any incorporated by reference) and that you and such other person(s) and/or entity(ies) understand and agree to comply with and be legally bound by these Terms; and, further, if/to the extent that you access and/or use, or purport to access and/or use, the App or any App Services on behalf of one or more other persons or entities, then, any and all references to "**you**" hereinbelow shall refer collectively and interchangeably to

you, individually/personally, and to each such other person and entity. To the extent not prohibited under applicable law, you hereby waive any applicable right to request or require a more formal signature (electronic, non-electronic or otherwise) or the delivery or retention of a hardcopy agreement/contract or other record whatsoever. If you do not agree to bound by the entirety of these Terms, you may not access or use any part of the App or any App Services.

**2. This Section Intentionally is Left Blank – Continue to Next Section.**

**3. Right to Access/Use App and App Services.**

Subject to the entirety of these Terms (including, without limitation, the below [Access/Use Restrictions](#) – at section 4 below – and [Ownership Rights](#) – at section 5 below), Ramboll grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access/use the App and App Services. Ramboll will provide assign/provide to you, for your use only, a username and password and/or other log-in credentials through the use of which you will be able to access/use the App and App Services. You shall not permit or otherwise enable any other person or entity to use your username or password in order to access/use the App or App Services, or for any other purpose.

**4. Access/Use Restrictions; Protection of App/App Services/Ramboll.**

Without in any way expanding the foregoing, you may access/use the App and App Services solely for your personal, internal, and non-commercial use and subject to any and all applicable laws, and, without limiting the foregoing restrictions, you may not and shall not:

- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the App or App Services available to any third party, except if/as otherwise expressly set forth in these Terms;
- ii. use the App or App Services to harass, threaten or cause damage or injury to any person or property;
- iii. use the App or App Services to publish, send or store any material that is infringing, false, defamatory, obscene or otherwise illegal or tortious or that violates any privacy rights;
- iv. send or store malicious code;
- v. interfere with or disrupt the integrity or performance of the App or App Services;
- vi. attempt to gain, for yourself or a third party, unauthorized access to and/or use of the App or App Services, or the App's or App Services' related systems or networks;
- vii. perform or disclose any benchmarking, availability or performance testing of the App or App Services;
- viii. upload or distribute, in any way, any files that contain viruses, "worms," "Trojan horses," corrupted files, or any other similar software or programs that may damage the operation of Ramboll's or another's computer or network; or
- ix. use any device, software or routine to, or to attempt to, or otherwise attempt to, interfere with the proper functioning of the App or App Services.

You shall not reverse engineer, decompile or disassemble the App or App Services, or otherwise attempt to discover or copy the source code for the App, App Services or any components thereof, nor shall you permit or otherwise enable any third party to do so. You may not reproduce or copy the App or App Services, in whole or in part. You agree that you shall not use or permit to be used the App or App Services in any time critical or mission critical or legal functions or usage. You shall not remove alter or

obscure proprietary or trademark notices on any screens, data or reports generated by or through the App or App Services.

In addition to the forgoing restrictions, you acknowledge and agree that you are obligated to make commercially reasonable efforts to avoid introducing into the App, the App Services and Ramboll's other networks and systems software code designed or known to disrupt, damage or interfere with networks, systems, software, data, etc. (a "**Virus**"). Such efforts shall include, at a minimum and without limitation, the use of commercially reasonable Virus protection, firewall and security software.

You acknowledge and agree that Ramboll has not and shall not be deemed to have assumed any duty or obligation to any third party, including, to the extent applicable, but without limitation, any of your employers, affiliates, subsidiaries, or parent companies, any of your shareholders, partners, members, directors, officers, personnel, creditors or clients/customers, or any third-party beneficiary. No rights are granted to you or to any third party other than if/as expressly set forth in these Terms or otherwise agreed to in a writing executed by Ramboll.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAMBOLL AND ALL RAMBOLL AFFILIATES (defined as Ramboll's direct and indirect parent companies and all direct and indirect subsidiaries of those parent companies) FOR/FROM ANY AND ALL LOSSES ARISING FROM OR RELATED TO YOUR GRANTING ACCESS TO/USE OF THE APP OR APP SERVICES TO THIRD PARTIES OR YOUR OTHERWISE ACCESSING OR USING THE APP OR APP SERVICES CONTRARY TO OR BEYOND YOUR RIGHTS HEREUNDER.

#### **5. Ownership Rights.**

Subject only to the very limited rights expressly granted to you above, Ramboll, and, to the extent applicable, its third-party licensors, reserve(s) all ownership, intellectual property and other rights, title and interest in and to the App and App Services, including, but not limited to, any process or software comprising elements of the App or App Services (e.g. source code), derivative works thereof, related work product, algorithms, documentation, licensed materials, as well as anything else developed or delivered by or on behalf of Ramboll, whether under these Terms or otherwise. In addition, unless expressly stated in a written agreement executed by Ramboll, Ramboll shall own all rights to any resultant data generated by your access to or use of the App or App Services. Without limiting the foregoing, Ramboll shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the App or App Services any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the App or App Services.

#### **6. Access/Use as is and Without Warranty.**

ANY AND ALL RIGHTS TO ACCESS OR USE OF THE APP OR APP SERVICES THAT RAMBOLL GRANTS TO YOU HEREUNDER ARE "AS IS." NEITHER RAMBOLL, NOR, TO THE EXTENT APPLICABLE, ITS THIRD-PARTY LICENSORS, MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE APP OR APP SERVICES (OR YOUR ACCESS THERETO OR USE THEREOF), OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, FITNESS FOR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR ANY WARRANTY THAT MAY, OR MAY BE ALLEGED TO, ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR INDUSTRY/TRADE USAGE, AND, FURTHER, RAMBOLL EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. By way of example, but without limitation, Ramboll does NOT represent or warrant that: data or other information

related to the App or App Services (whether generated/provided by Ramboll, you or a third party) is accurate; the App or App Services will meet your requirements; the App or App Services may be accessed or used with/in combination with any particular computer/device or network hardware, software, system, etc. (whether that of Ramboll, you or a third party); or your access to or use of the App or App Services will be uninterrupted or free from third-party hacking or other similar third-party conduct intended to disrupt access to and/or use of the App or App Services and/or to gain unauthorized access to the App or other platforms/systems. In turn, and without in anyway limiting any other limitation on Ramboll's, Ramboll's affiliates' or, to the extent applicable, its third-party licensors', liability, you acknowledge and agree that neither Ramboll, nor Ramboll's affiliates', nor, to the extent applicable, its third-party licensors, shall be held liable or otherwise are responsible in connection with any of the foregoing. You further acknowledge and agree that the internet is not an error free network and that the internet and any portion thereof, and, in turn, the App and App Services, may become wholly or partially inaccessible, inoperable, unusable and/or otherwise fail at any time, and that intended internet transmissions/transactions may not be able to be completed and/or may contain errors or omissions, and you acknowledge that nether Ramboll, nor Ramboll's affiliates, nor, to the extent applicable, its third-party licensors, shall be liable or otherwise responsible for same. Although Ramboll, at its sole discretion, may elect to make updates and/or fixes to the App or App Services, you acknowledge and agree that Ramboll has no obligation whatsoever to do so.

**7. This Section Intentionally is Left Blank – Continue to Next Section.**

**8. Limitation of Liability.**

NEITHER RAMBOLL NOR RAMBOLL'S AFFILIATES SHALL BE LIABLE OR OTHERWISE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE/LOSS RESULTING DIRECTLY OR INDIRECTLY FROM OR OTHERWISE RELATED TO THE APP OR APP SERVICES (INCLUDING, WITHOUT LIMITATON, YOUR ACCESS OR USE THEREOF OR INABILITY TO ACCESS OR USE SAME, OR THE PERFORMANCE OR NON-PERFORMANCE THEREOF), INCLUDING, FOR EXAMPLE, BUT WITHOUT LIMITING THE FOREGOING, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES BASED ON CLAIMS RELATED TO THE APP OR APP SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF RAMBOLL HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR INFRINGEMENT ARISING FROM OR RELATING TO YOUR ACCESS OR USE OF, OR INABILITY TO ACCESS OR USE, THE APP OR APP SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE THEREOF.

IF YOU OBJECT TO ANY PROVISION OF THESE TERMS OR ANY SUBSEQUENT MODIFICATIONS HERETO, OR BECOME DISSATISFIED WITH THE APP OR APP SERVICES IN ANY WAY, YOUR ONLY RECOURSE IS TO DISCONTINUE ACCESS TO/USE OF THE APP AND APP SERVICES.

TO THE EXTENT THE FOREGOING LIMITATIONS ON LIABILITY, OR ANY OTHER LIMITATION ON LIABILITY SET FORTH IN THESE TERMS, ARE HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISIDCTION TO BE UNENFORCEABLE, THEN, IN NO EVENT SHALL RAMBOLL'S AND/OR RAMBOLL'S AFFILIATES' AGGREGATE/TOTAL LIABILITY TO YOU IN RELATION TO THE APP OR APP SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS OR USE THEREOF OR INABILITY TO ACCESS OR USE SAME, OR THE PERFORMANCE OR NON-PERFORMANCE THEREOF) EXCEED \$500.00 (United States currency).

## **9. Force Majeure.**

Without in anyway limiting the remaining limitations on Ramboll's and Ramboll's affiliates' liability and responsibility set forth herein, neither Ramboll, nor Ramboll's affiliates shall be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include, without limitation, strike, lockout, embargo, epidemic or other outbreak of disease, riot, war, act of terrorism, flood, fire, act of God, accident, failure or breakdown of components necessary to order completion, Client, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies, or manufacturing facilities, compliance with any law, regulation or order, or circumstances or conditions which in the discretion of Ramboll may pose a material risk to the health or safety of the employees of Ramboll, its affiliates or subcontractors.

## **10. Reporting Requirements.**

You may be required by law to report information derived from your access to/use of the App or App Services to certain agencies and/or others. Ramboll is not responsible for advising you about your reporting obligations, and you agree that you shall be responsible for all such reporting. To the extent Ramboll has an independent duty to report, it may endeavor, but is not obligated, to provide you with advance notice.

## **11. Ramboll Use/Disclosure of App/App Services Access/Usage Information; App/App Services Monitoring.**

Ramboll and/or persons/entities acting on Ramboll's behalf may collect statistical and other data/information related to your access to and/or use of the App or App Services ("**Usage Data**") consistent with the privacy policy located at <https://ramboll.sharepoint.com/> (the "**Privacy Policy**"). Without limiting Ramboll's use of data/information in accordance with the Privacy Policy, you expressly and specifically acknowledge and agree that Ramboll may utilize and disclose all de-identified Usage Data (whether received in de-identified form or so rendered by Ramboll) regarding the App or App Services for any purposes in connection with Ramboll's business, including, but not limited to, product development, benchmarking, operations, marketing and research and analytical purposes. As between you and Ramboll, Ramboll shall own all intellectual property rights in anything created by Ramboll utilizing Usage Data. In addition, Ramboll reserves the right to otherwise monitor the App and App Services to facilitate operation of the App and App Services, to help resolve service requests, to detect and address threats to the functionality, security, integrity and availability of the App or App Services, as well as any content, data or applications on or related to the App or App Services, to validate your compliance with these Terms, and to detect and address illegal or improper acts or misuse. You agree that Ramboll's monitoring of the App or App Services (including your usage) does not impose any obligation or responsibility on Ramboll to monitor your or any third party's usage of the App or App Services, or otherwise.

## **12. Data Privacy.**

You represent and warrant that you will limit your disclosure to Ramboll of information that is, or that you consider to be, your or a third party's personal data/information to the minimum extent necessary for Ramboll to provide you with access to and/or use of the App and the App Services to which you are granted access/use hereunder. Subject to Ramboll's Privacy Policy (<https://ramboll.sharepoint.com/>) Ramboll may disclose or otherwise use any personal data/information that you disclose to Ramboll as set forth in the referenced Privacy Policy, these Terms or applicable law. You represent and warrant

that, to the extent you provide your or a third party's personal data/information to Ramboll, you have received and provided all consent and disclosures required under applicable law.

### **13. Compliance with Law.**

- a. You represent and warrant that, at all times in connection with and throughout your access to and use of the App or App Services, you will comply with and take reasonable measures to ensure that your personnel, subcontractors, and others subject to your control or determining influence will comply with all applicable laws of any applicable jurisdiction, including, without limitation, those relating to corruption and bribery. You also represent and warrant that, at all times in connection with and throughout your access to and use of the App or App Services, you will comply with the standards provided in the conventions of the United Nations and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. If you demonstrate non-compliance with the aforementioned laws related to corruption and bribery, despite efforts to address these via constructive dialogue, or demonstrate non-compliance of grave character, Ramboll may terminate its relationship with you effective immediately. You represent and warrant that you will inform Ramboll without undue delay if you are charged by a court of law or other tribunal of competent jurisdiction for bribery or corruption (e.g., under the US Foreign Corrupt Practices Act or UK Bribery Act), in which case Ramboll also may terminate its relationship with you and these Terms effective immediately, without notice or liability whatsoever.
- b. You represent and warrant that neither you, nor, as applicable, any of your employers, affiliates, subsidiaries or parent companies, nor any of your shareholders, partners, members, directors, officers, or personnel, nor any other person or entity having a direct or indirect ownership or controlling interest in you, are (i) a person targeted by trade or financial sanctions under the Laws of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the App or App Services, including, but not limited to, persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; or (ii) directly or indirectly owned or controlled by any such person (each a "Restricted Person"). You shall notify Ramboll in writing immediately if you or, as applicable, any of your employers, affiliates, subsidiaries, or parent companies, or any of your shareholders, partners, members, directors, officers, or personnel, or any other person or entity having a direct or indirect ownership or controlling interest in you, becomes a Restricted Person or if you become directly or indirectly owned or controlled by one or more Restricted Persons.
- c. To the extent not covered above, you shall ensure that your access to and use of the App and App Services (and any product or service directly or indirectly derived therefrom) complies with all applicable export control, import, customs and economic sanctions, and other laws of the United States and any other applicable jurisdictions, and you represent and warrant that no content, data, information, product, service or thing whatsoever derived from your access to or use of the App or App Services (or any product or service directly or indirectly derived therefrom) will be exported, directly or indirectly, in violation of such laws, or will be used for any purpose prohibited by such laws, including, without limitation, nuclear, chemical or biological weapon proliferation or development of missile technology.



- d. In the event that (i) you fail to comply with your obligations under the immediately preceding subsections a through c, (ii) the representations and warranties set out in the immediately preceding subsections a through c, at any time, become untrue or Ramboll has reasonable and specific grounds to expect them to become untrue, or (iii) Ramboll in its discretion believes there is a risk of Ramboll breaching any above referenced law or a risk of Ramboll or any Ramboll affiliate being included in any sanctions lists as a result of or in connection with its relationship with you, Ramboll may terminate its relationship with you and these Terms effective immediately, without notice or liability whatsoever.

#### **14. Taxes.**

You shall be responsible for all sales taxes, use taxes, value added taxes, duties, levies, and similar taxes or impositions imposed by any taxing authority/jurisdiction in relation to your access to/use of the App or App Services. To the extent that your access to/use of the App or App Services constitute products or services provided/performed in a country where Ramboll has no permanent establishment, you shall pay (or reimburse Ramboll for) all withholding taxes or similar impositions imposed by any taxing authority/jurisdiction in relation to your access to/use of the App or App Services.

#### **15. Modification of Terms and Termination.**

- a. **Right to Modify and Terminate.** Ramboll reserves the right to, at any time, (i) modify these Terms without advance notice, (ii) discontinue or otherwise modify any aspect of the App or App Services, including your access thereto/use thereof and/or (iii) terminate these Terms and your access to and use of the App or App Services with or without cause, and Ramboll shall not be liable to you or any third party for any of the foregoing.
- b. **Effect of Modification.** Modification of these Terms by Ramboll will be effectuated by updating these Terms. Such modification will be effective immediately upon update, and your continued use of any part of the App or App Services thereafter shall constitute your acceptance of those modifications. Thus, you should access and review these Terms regularly.
- c. **Effect of Termination.** Neither expiration nor termination of these Terms shall terminate your obligations or Ramboll's rights under these Terms which, by their nature, are intended to survive such expiration or termination. Without limiting the foregoing, your obligations and Ramboll's rights under sections 4, 5, 6, 8, 11, 14, 16 and 21 shall survive the expiration or termination of these Terms, regardless of when such expiration or termination becomes effective.

#### **16. No Waiver.**

The failure by Ramboll to insist upon strict compliance with any provision of these Terms shall in no way constitute a waiver of any of your obligations or Ramboll's rights hereunder, whether at law or in equity, including, without limitation, the right to insist on strict compliance thereafter.

#### **17. Assignment.**

Your obligations and rights hereunder are not assignable. Ramboll's obligations and rights hereunder, on the other hand, are freely assignable without notification or restriction.

#### **18. No Agency.**

Nothing contained herein shall be construed as creating an agency, joint venture, partnership or similar relationship between you and Ramboll.

**19. Conflicts Between/Among Agreements.**

In the event of an unequivocal conflict between these Terms and a separate written agreement between/among you and Ramboll that expressly and unequivocally is intended by the parties to modify these Terms or otherwise govern your use and access to the App or App Services, the terms and conditions of the latter shall control.

**20. Validity.**

If/to the extent any provision of these Terms is held to be unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent allowed by law consistent with the terms hereof and the remainder of these Terms shall continue in full force and effect.

**21. Governing Law, Choice of Forum, Disputes Resolution.**

These Terms, any and all other terms and conditions governing your access to or use of the App or App Services and your access to and use of the App and App Services, in general, shall be construed under/governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws rules of that or any other jurisdiction. Any dispute or controversy relating to these Terms, any and all other terms and conditions governing your access to or use of the App or App Services and your access to and use of the App and App Services, in general, that cannot be resolved amicably shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on a decision or award rendered by the arbitrator(s) may be entered in any court of competent subject matter jurisdiction sitting in the Commonwealth of Virginia or State of New Jersey. Unless otherwise agreed to by Ramboll, (i) the arbitration proceedings shall be presided over by a single arbitrator, unless the amount in controversy exceeds \$500,000.00, in which case, the number of arbitrators shall be three, one appointed by each party and the third appointed by mutual agreement of the other two and (ii) any and all depositions, oral argument, hearings, or similar personal appearances shall take place in the Commonwealth of Virginia or State of New Jersey, or, at Ramboll's election in its sole discretion, in the U.S. state in which the subject products/services primarily are provided. Any decision or award by the arbitrator(s) shall be final and binding, and, except in the case of fraud or gross misconduct by the arbitrator(s), no decision or award rendered by the arbitrator(s) shall be appealable. If Ramboll is the prevailing party in such arbitration proceedings, the arbitrator(s) shall have discretion to require you to reimburse Ramboll and, to the extent applicable, Ramboll's affiliates for all or a portion of the costs and fees incurred in such arbitration, including arbitrators' fees, administrative fees, attorney's fees, and other reasonable out-of-pocket costs. The arbitration proceedings and arbitration award shall be maintained by you and the arbitrator(s) as strictly confidential, except as is otherwise required by law, an order from a court or other tribunal of competent jurisdiction, or as is necessary to confirm, vacate or enforce any arbitral award or for disclosure in confidence to the your auditors, attorneys, insurers, tax advisors and similar professionals who themselves agree to maintain confidentially in accordance with this subparagraph.

Ramboll shall not be subjected to the foregoing arbitration requirements in the event of an alleged, actual or threatened breach of an obligation that is reasonably likely to result in irreparable harm to Ramboll absent immediate injunctive relief. In such event, Ramboll immediately may pursue by civil action in and obtain from any court of competent subject matter jurisdiction sitting in the Commonwealth of Virginia or the State of New Jersey, or, at Ramboll's election in its sole discretion, in the U.S. state in which the subject products/services primarily are provided, injunctive and other

equitable relief to remedy any such breach or threatened breach, which remedy(ies) shall not be exclusive, but, rather, shall be in addition to all other remedies and rights available at law, in equity, or otherwise. If Ramboll is the prevailing party in any such civil action, Ramboll and, to the extent applicable, Ramboll's affiliates shall be awarded its costs and fees incurred in such civil action, including attorney's fees and other reasonable out-of-pocket costs.

In furtherance of the foregoing, for the avoidance of doubt, you hereby consent to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in the Commonwealth of Virginia or the State of New Jersey.

## **PRIVACY POLICIES AND PRACTICES**

The Ramboll Safety Moments App Terms of Use governing any and all access to/use of, among other things, any part of the Ramboll Safety Moments App or any other application, website or similar platform linked directly or indirectly to or through the Ramboll Safety Moments App, the Ramboll Safety Moments App Disclaimers, Terms and Policies landing page (at <https://ramboll.sharepoint.com/>) these Ramboll Safety Moments App Privacy Policies and Practices or the referenced Terms of Use, or that incorporates any of the foregoing by reference (all of which apps, websites and similar platforms are referred to below collectively and interchangeably as the "App"), any App functionality or any content, data, information, product or service available through, or otherwise related to, the App, are located at <https://ramboll.sharepoint.com/>. By accessing and/or using any part of the App, any of the App's functionality or any content, data, information, product or service available through the App, or otherwise related thereto, you affirm that you are over eighteen (18) years old, and you acknowledge and agree that, by accessing and/or using any of the foregoing, you are entering into a legally binding agreement/contract with **O'Brien & Gere Ltd.** ("Ramboll") consisting of all terms and conditions set forth in the Ramboll Safety Moments App Terms of Use (at <https://ramboll.sharepoint.com/>) and that you understand and agree to comply with and be legally bound by those Ramboll Safety Moments App Terms of Use.

IN ADDITION, the following privacy policies/practices apply to the App. To the extent the following policies/practices conflict with any jurisdiction-specific privacy disclosure/notice for the App (such as, for example, the California Consumer Privacy Act Interim Privacy Disclosure/Notice [available here](#)), then, as to residents of the subject jurisdiction, the jurisdiction-specific privacy disclosure/notice shall govern.

### **[CALIFORNIA RESIDENTS – PLEASE REVIEW THE CALIFORNIA-SPECIFIC PRIVACY MATERIALS AVAILABLE HERE.](#)**

The App collects information about access to and usage of the App using visitor active submission. Visitor active submission is when a visitor actively submits information through the App or a link on the App.

Through the use of visitor active submission, the App collects, among other (not personally identifiable) information, the following information (that may be personally identifiable): information that the user/visitor actively submits, such as for example, but without limitation, first and last name, email address, physical address/location information, job title, company affiliation and App password(s).

The information that the App collects may be shared internally within/among Ramboll and within/among Ramboll and its affiliates, service providers and other vendors, and may be used to improve and/or market Ramboll's and its affiliate's services (including, without limitation, sending marketing materials to the user/visitor) and for internal reporting within/among Ramboll and its affiliates, service providers and other vendors.

The App also uses Google Analytics. Google Analytics uses cookies to remember a visitor's behavior and shares that information with Ramboll and/or its affiliates, basically, by generating reports on who accesses/uses the App and what they do once they get there. A cookie is a small text file that is saved to your device (through your internet browser) when you access an application/website, and that, among other things, can be used to improve one's application/website experience by remembering user preferences and other information, like, for example, the user's internet protocol (or "IP") address, internet service provider, internet browser type and language, screen resolution, the application/website (sub)pages visited, words searched for using the application/website search engine, and whether the visitor previously accessed the application/website.

The App also uses Amazon Web Services for functionality and infrastructure optimization only. User personal data is not shared with Amazon Web Services.

If you use the App, you may receive requests to send you push notifications regarding the App. You can opt-out of receiving such communications by disabling them through your device settings.

Please note that the information contained in this disclosure/notice and other privacy-related information accessed via the App may not apply to other websites/applications of Ramboll and its affiliates.

Also, to the extent the App contains links to third-party websites/applications, please be aware that Ramboll and its affiliates are not responsible for the content or privacy practices of such websites/applications. Ramboll encourages users/visitors to be aware when they leave the App and to read the privacy statements of any other website/application that collects information.

If you wish to restrict or block the cookies which are set by Google Analytics, you likely can do this through your browser settings. You likely can learn how through the "Help" function within your browser. Alternatively, you may visit <http://www.aboutcookies.org>, which may contain information on how to restrict or block cookies from your computer as well as more general information about cookies. For information on how to do this on the browser of your mobile device, you likely will need to refer to your mobile device manual. Please be aware that restricting cookies may impact the functionality of the App.

*Privacy information related to Ramboll and its affiliates generally may be found here: <https://www.ramboll.com/terms-of-use-and-privacy-policy>. Please note that, where information at <https://www.ramboll.com/terms-of-use-and-privacy-policy> conflicts with information provided elsewhere specific to the App, the latter shall govern.*

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## CALIFORNIA CONSUMER PRIVACY ACT INTERIM PRIVACY DISCLOSURE/NOTICE

Date Last Updated: January 8, 2020

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- VI. [NOTICE OF INFORMATION COLLECTED ONLINE](#)

**if you need or want to receive a reproduction of the below in an alternate format, please contact Francesco Suglia at [fsuglia@ramboll.com](mailto:fsuglia@ramboll.com).**

***DISCLOSURE/NOTICE REGARDING INFORMATION COLLECTED ONLINE WHEN ONE USES/VISITS CERTAIN OF OUR AFFILIATED APPLICATIONS, WEBSITES AND SIMILAR PLATFORMS (E.G., USING COOKIES) IS INCLUDED AT THE BOTTOM OF THIS DISCLOSURE/NOTICE UNDER THE HEADING "VI. NOTICE OF INFORMATION COLLECTED ONLINE." YOU SHOULD READ THE BELOW DISCLOSURE/NOTICE ENTIRELY – AND NOT JUST THE REFERENCED SECTION. BUT, FOR YOUR CONVENIENCE, SHOULD YOU WANT TO SKIP DIRECTLY TO THE REFERENCED SECTION, YOU CAN DO SO BY GOING [HERE](#).***

### **I. INTRODUCTION**

The California Consumer Privacy Act ("CCPA"), effective January 1, 2020, imposes obligations upon certain businesses regarding how those businesses act with respect to certain personal information that they obtain/process about natural persons who are California residents (each a "**Resident**"). The CCPA defines "personal information" broadly as "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular [Resident] or household [of a Resident]." (*Cal. Civ. Code § 1798.140(o)*). Among other things, the act requires businesses that are subject to the CCPA (each a "**Covered Business**") to make certain disclosures/notices to Residents (like those made below) and affords to Residents certain rights intended to provide them with greater transparency and control regarding their personal information. The CCPA expressly excludes from many (or, in some cases, all) of its requirements certain types of personal information, such as, for example: (1) information that is available from certain government records; (2) certain anonymized/deidentified information; (3) certain information about/related to the job applicants, employees, independent contractors and other representatives of a business; and (4) certain information about employees, independent contractors and other representatives of parties to business-to-business dealings. (*See, e.g., Cal. Civ. Code §§ 1798.140(o), 1798.145(h), (o)*).

301 Bell Isle Road LLC, Foubu Environmental Services, LLC, O'Brien & Gere Engineers, Inc., O'Brien & Gere, Inc. of North America, O'Brien & Gere Engineers, P.C., O'Brien & Gere Operations, LLC, O'Brien & Gere Property Development, Inc., Ramboll US Corporation, REUS Engineers, P.C., and REUS Geologists, P.C., (referred to herein collectively and interchangeably as the "**RUS Operating Affiliates**") are US-based operating indirect subsidiaries of the Denmark-based Ramboll Group A/S ("**Ramboll Group**"), a holding company, and closely related operating affiliates thereof. Ramboll Group also has (1) foreign-

based operating direct and indirect subsidiaries/related affiliates (the “**Foreign Operating Affiliates**”) and (2) domestic-and-foreign-based direct and indirect intermediary holding companies and other non-operating indirect subsidiaries/related affiliates (the “**Other Ramboll Affiliates**”).

The RUS Operating Affiliates and the Foreign Operating Affiliates provide (primarily) engineering, design and consultancy services across one or more of the following (and related) markets: Buildings, Transport, Planning & Urban Design, Water, Environment & Health, Energy, Telecom and Management Consulting. Their business is not direct-to-consumer, and, as a function of the nature of their business, the vast majority of personal information that the RUS Operating Affiliates obtain/process is information that falls within with the exclusions generally referenced in the first paragraph of this Introduction section (“**Excluded Information**”).

The current version of the CCPA was finalized in late 2018, and it is unclear the extent to which the CCPA applies to the respective RUS Operating Affiliates (and/or to Ramboll Group, its Foreign Operating Affiliates and/or the Other Ramboll Affiliates). In addition, it is anticipated that the California Attorney General will adopt clarifying and implementing regulations to, among other things, clarify certain of the act’s ambiguities and fill certain of its gaps, but, as of the date this disclosure/notice was last updated, the anticipated regulations were not yet finalized and adopted. Nonetheless, pending further guidance and analysis (including regarding the extent to which the CCPA applies to Ramboll Group, its Foreign Operating Affiliates and/or the Other Ramboll Affiliates), the RUS Operating Affiliates have begun reasonable and good faith efforts towards compliance with what they understand to be the act’s mandates.

To that end, the RUS Operating Affiliates have endeavored to identify: (1) all categories (as enumerated in the CCPA) of Residents’ personal information that is not Excluded Information (“**CAPI**”) that the RUS Operating Affiliates are likely to have obtained over the last twelve months; (2) all categories of sources from which they are likely to have received CAPI over the last twelve months; (3) all business/commercial purposes (as enumerated in the CCPA) for which they are likely to have collected or sold CAPI over the last twelve months; (4) all categories of third parties (as defined in the CCPA) with whom/which they likely shared CAPI over the last twelve months; (5) all categories of CAPI that they are likely to have sold over the last twelve months, and the categories of third parties to whom/which that information likely was sold; and (6) all categories of CAPI that they are likely to otherwise have disclosed for a business purpose over the last twelve months, and the categories of third parties to whom/which that information likely was so disclosed. Below, the RUS Operating Affiliates disclose the results of those efforts to date and describe certain of the rights that the CCPA provides to Residents, available methods to submit requests to the RUS Operating Affiliates to exercise certain of those rights and other related information.

## **II. THE RUS OPERATING AFFILIATES’ INTERIM CAPI DISCLOSURES**

### **A. Categories of CAPI the RUS Operating Affiliates Likely Obtained/Likely Did Not Obtain During the Last Twelve Months**

The CCPA requires that a Covered Business disclose the categories of CAPI that the business obtained during the preceding twelve months (by reference to the below-enumerated categories that most closely describe the subject CAPI). The disclosure is required to be made online and in

any California-specific description that the Covered Business employs regarding consumer privacy rights.

1. **"Identifiers"** – such as, by way of example and not limitation, a real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers. The RUS Operating Affiliates **have** obtained Identifiers of Residents during the preceding twelve months.
2. **"Section 1798.90 Information"** – a Resident's name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. The RUS Operating Affiliates **have** obtained Section 1798.90 Information of Residents during the preceding twelve months.
3. **"Protected Classification Characteristics"** - characteristics of protected classifications under California or federal law, such as, for example, but without limitation: age (if 40 years or older); race; color; ancestry; national origin; citizenship; religion or creed; marital status; medical condition; physical or mental disability; sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions); sexual orientation; veteran or military status; and genetic information (including familial genetic information). The RUS Operating Affiliates **very likely have** obtained Protected Classification Characteristics of Residents during the preceding twelve months.
4. **"Commercial Information"** – including, by way of example and not limitation, records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. The RUS Operating Affiliates **very likely have** obtained Commercial Information of Residents during the preceding twelve months.
5. **"Biometric Information"** – an individual's physiological, biological, or behavioral characteristics that can be used, singly or in combination with each other or with other identifying data, to establish individual identity, including, by way of example and not limitation: (a) an individual's deoxyribonucleic acid (DNA); (b) imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted; (c) keystroke patterns or rhythms; (d) gait patterns or rhythms; and (e) sleep, health, or exercise data that contains identifying information. The RUS Operating Affiliates **very likely have** obtained Biometric Information of Residents during the preceding twelve months.
6. **"Internet/Network Activity Information"** – including, but not limited to, browsing history, search history, and information regarding a Resident's interaction with an internet web site, application, or advertisement. The RUS Operating Affiliates **have** obtained Internet/Network Activity Information of Residents during the preceding twelve months.
7. **"Geolocational Data"**. Excluding, perhaps, Excluded Information, the RUS Operating Affiliates **likely have not** obtained Geolocational Data of Residents during the preceding twelve months.

8. **"Sensory Data"** – such as, for example, audio, electronic, visual, thermal, olfactory, or similar information. The RUS Operating Affiliates **very likely have** obtained Sensory Data of Residents during the preceding twelve months.
9. **"Professional or Employment Related Information"**. The RUS Operating Affiliates **very likely have** obtained Professional or Employment Related Information of Residents during the preceding twelve months.
10. **"Non-Public Education Information"** – information directly related to a student that is maintained by or on behalf of an educational agency or institution. The RUS Operating Affiliates **likely have** obtained Non-Public Education Information of Residents during the preceding twelve months.
11. **"Profile Inferences"** – inferences drawn from other personal information to create a profile about a person reflecting the preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. Excluding, perhaps, Excluded Information, the RUS Operating Affiliates **likely have not** obtained Profile Inferences of Residents during the preceding twelve months.

#### **B. Categories of Sources from Which the RUS Operating Affiliates Likely Obtained CAPI During the Last Twelve Months**

The CCPA requires that a Covered Business disclose (also online and in any California-specific description that it employs regarding consumer privacy rights) the categories sources from which the business obtained CAPI during the preceding twelve months. The likely sources from which the RUS Operating Affiliates obtained CAPI during that period are:

1. ***directly from the Residents*** who are the subject of the CAPI (each commonly referred to as a "**data subject**"), whether affirmatively and expressly provided by the data subject or observed from the data subject's conduct (including, but not limited to, online activities);
2. ***indirectly from data subjects***, such as through a data subject's employer, agent, representative, or other person or entity (likely also covered within one of the other categories of sources stated below) who/that is authorized (expressly, implicitly, or apparently) by the data subject to disclose the subject information;
3. the RUS Operating Affiliates' respective ***clients*** (or authorized agents/representatives thereof);
4. the RUS Operating Affiliates' respective ***employees*** (or authorized agents/representatives thereof);
5. ***government*** agencies/bodies (or authorized agents/representatives thereof);
6. the RUS Operating Affiliates' ***corporate affiliates***, including each other;
7. ***parties*** (or authorized agents/representatives thereof) ***to a merger or divestiture, restructuring, reorganization, dissolution, or other similar sale or transfer of assets involving one or more of the RUS Operating Affiliates***, in which the subject personal information was among the assets to be transferred; and
8. ***contractors and/or vendors*** (or authorized agents/representatives thereof) of the RUS Operating Affiliates, respectively (who/that are not covered by one of the preceding categories).

#### **C. Business or Commercial Purposes for which the RUS Operating Affiliates Likely Obtained or Sold CAPI During the Last Twelve Months**



The CCPA requires that a Covered Business disclose (also online and in any California-specific description that it employs regarding consumer privacy rights) the business or commercial purposes for which it obtained or sold CAPI during the preceding twelve months. Based on the RUS Operating Affiliates' related diligence to date, it appears highly unlikely that they have sold CAPI for any business or commercial purpose – or otherwise. The following are the likely business or commercial purposes (as enumerated in the CCPA) for which the RUS Operating Affiliates obtained (And used) CAPI during that period:

1. **auditing related to a current interaction with the subject Resident and concurrent transactions**, including, for example, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with that specification and other standards;
2. detecting **security incidents**, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
3. **debugging** to identify and repair errors that impair existing intended functionality;
4. **short-term, transient use** that does not involve disclosure to a third party or creating a profile about a person or otherwise altering a person's experience outside of the current interaction, including, but not limited to, the contextual customization of ads shown as part of the same interaction;
5. **performing services on behalf of the business**, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services;
6. undertaking **internal research** for technological development and demonstration; and
7. undertaking **activities to verify or maintain the quality or safety of, and/or to improve, upgrade, or enhance, a service or device** that is owned, manufactured, manufactured for, or controlled by the business.

#### **D. Categories of Third Parties with Whom/Which the RUS Operating Affiliates Likely Shared CAPI During the Last Twelve Months**

The CCPA requires that a Covered Business disclose (also online and in any California-specific description that it employs regarding consumer privacy rights) the categories of third parties with whom/which that business shared CAPI during the last twelve months. The likely persons/entities (who/that may constitute third parties under the CCPA) with whom/which the RUS Operating Affiliates shared CAPI during that period are:

1. the RUS Operating Affiliates' respective **clients** (or authorized agents/representatives thereof);
2. the RUS Operating Affiliates' respective **employees** (or authorized agents/representatives thereof);
3. **government** agencies/bodies (or authorized agents/representatives thereof);
4. the RUS Operating Affiliates' **corporate affiliates**, including each other;
5. **parties** (or authorized agents/representatives thereof) **to a merger or divestiture, restructuring, reorganization, dissolution, or other similar sale or transfer of assets involving one or more of the RUS Operating Affiliates**, in which the subject personal information was among the assets to be transferred;
6. **operating systems and platforms** (or authorized agents/representatives thereof);

7. **internet services providers** (or authorized agents/representatives thereof);
8. **data analytics providers** (or authorized agents/representatives thereof);
9. the RUS Operating Affiliates' respective **insurers** (or authorized agents/representatives thereof);
10. the RUS Operating Affiliates' respective **auditors** (or authorized agents/representatives thereof);
11. the RUS Operating Affiliates' respective **accountants/tax professionals** (or authorized agents/representatives thereof);
12. the RUS Operating Affiliates' respective **attorneys/legal professionals** (or authorized agents/representatives thereof);
13. **third parties to whom/which disclosure is legally required** (such as, for example, but without limitation, to respond to law enforcement requests or as required by applicable law, court order, or governmental regulations);
14. **other third parties described** when collecting personal information; and
15. **contractors and/or vendors** (or authorized agents/representatives thereof) of the RUS Operating Affiliates, respectively (who/that are not covered by one of the preceding categories).

**E. Categories of CAPI the RUS Operating Affiliates Likely Sold During the Last Twelve Months and Categories of Third Parties to Whom/Which that Information Likely Was Sold**

The CCPA requires that a Covered Business disclose (also online and in any California-specific description that it employs regarding consumer privacy rights) the categories of CAPI (by reference to the below category(ies) that most closely describe(s) the subject CAPI) that the business sold during the preceding twelve months and the categories of third parties to whom/which that information likely was sold – or the fact that it has not sold CAPI during that period. Based on the RUS Operating Affiliates' related diligence to date, it appears highly unlikely that they have sold CAPI during the preceding twelve months.

**F. Categories of CAPI the RUS Operating Affiliates Likely Disclosed For a Business Purpose During the Last Twelve Months and Categories of Third Parties to Whom/Which that Information Likely Was So Disclosed**

The CCPA requires that a Covered Business disclose (also online and in any California-specific description that it employs regarding consumer privacy rights) the categories of CAPI that the business disclosed for a business purpose during the preceding twelve months (by reference to the below category(ies) that most closely describe(s) the subject CAPI), and may also require disclosure of the categories of third parties to whom/which that information likely was so disclosed – or the fact that it has not disclosed CAPI for a business purpose during that period. During the preceding twelve-month period, the RUS Operating Affiliates likely disclosed from the following categories of CAPI to the following categories of persons/entities (who/that may constitute third parties under the CCPA):

1. Categories of CAPI:
  - a. Identifiers;
  - b. Section 1798.90 Information;
  - c. Protected Classification Characteristics;
  - d. Commercial Information;

- e. Sensory Data; and
  - f. Professional or Employment Related Information;
2. Categories of third parties:
- a. the RUS Operating Affiliates' respective **clients** (or authorized agents/representatives thereof);
  - b. the RUS Operating Affiliates' respective **employees** (or authorized agents/representatives thereof);
  - c. **government** agencies/bodies (or authorized agents/representatives thereof);
  - d. the RUS Operating Affiliates' **corporate affiliates**, including each other;
  - e. **parties** (or authorized agents/representatives thereof) **to a merger or divestiture, restructuring, reorganization, dissolution, or other similar sale or transfer of assets involving one or more of the RUS Operating Affiliates**, in which the subject personal information was among the assets to be transferred;
  - f. **operating systems and platforms** (or authorized agents/representatives thereof);
  - g. **internet services providers** (or authorized agents/representatives thereof);
  - h. **data analytics providers** (or authorized agents/representatives thereof);
  - i. the RUS Operating Affiliates' respective **insurers** (or authorized agents/representatives thereof);
  - j. the RUS Operating Affiliates' respective **auditors** (or authorized agents/representatives thereof);
  - k. the RUS Operating Affiliates' respective **accountants/tax professionals** (or authorized agents/representatives thereof);
  - l. the RUS Operating Affiliates' respective **attorneys/legal professionals** (or authorized agents/representatives thereof);
  - m. **third parties to whom/which disclosure is legally required** (such as, for example, but without limitation, to respond to law enforcement requests or as required by applicable law, court order, or governmental regulations);
  - n. **other third parties described** when collecting personal information; and
  - o. **contractors and/or vendors** (or authorized agents/representatives thereof) of the RUS Operating Affiliates, respectively (who/that are not covered by one of the preceding categories).

**AS NOTED ABOVE, THE FOREGOING RUS OPERATING AFFILIATES' INTERIM CAPI DISCLOSURES REPRESENT THE PRODUCT OF REASONABLE AND GOOD FAITH EFFORTS BY THE RUS OPERATING AFFILIATES TO PROVIDE REASONABLY ACCURATE AND REASONABLY COMPLETE INTERIM DISCLOSURES COVERING CAPI OBTAINED AND/OR PROCESSED, WHILE THE RUS OPERATING AFFILIATES CONTINUE TO MAKE EFFORTS TO ENABLE THEM TO PROVIDE MORE ACCURATE, MORE COMPLETE AND MORE DEFINITIVE DISCLOSURES. THE RUS OPERATING AFFILIATES INTEND TO UPDATE THE FOREGOING RUS OPERATING AFFILIATES' INTERIM CAPI DISCLOSURES AS THEIR CONTINUING EFFORTS PRODUCE INFORMATION THAT IS MATERIALLY MORE ACCURATE, MORE COMPLETE AND MORE DEFINITIVE.**

### **III. DISCLOSURE OF RIGHTS OF CA RESIDENTS UNDER THE CCPA**

The CCPA requires certain disclosures regarding certain of the rights that it provides to Residents. As noted above, however, the CCPA is ambiguous in certain respects, including as relates to some of those rights. The following disclosure of rights reflects the current understanding of the RUS Operating Affiliates and, in turn, is subject to such ambiguities, as well as future modification.

Subject to certain exclusions/limitations, a Resident has the right to be informed, at or before the point of collection of that Resident's personal information by a Covered Business, about the categories of personal information to be collected and the purposes for which those categories of personal information will be used. This right commonly is referred to as the "**right to notice at collection.**" Notably, while certain Excluded Information is excluded from the right to notice at collection, the exclusion covering certain information about/related to job applicants, employees, independent contractors and other business representatives is not excluded from this particular right.

A Resident also has the right to request that a Covered Business:

1. describe/disclose to that Resident or that Resident's authorized agent the categories of personal information that the business obtained about that Resident during the preceding twelve months;
2. describe/disclose to that Resident or that Resident's authorized agent the categories of sources from which it obtained the categories of personal information obtained about that Resident during the preceding twelve months;
3. describe/disclose to that Resident or that Resident's authorized agent the business or commercial purposes for which it collected or sold (as applicable) the categories of personal information obtained about that Resident during the preceding twelve months;
4. describe/disclose to that Resident or that Resident's authorized agent the categories of third parties with whom it shared the categories of personal information obtained about that Resident during the preceding twelve months;
5. describe/disclose to that Resident or that Resident's authorized agent the specific pieces of personal information obtained about that Resident during the preceding twelve-months;
6. describe/disclose to that Resident or that Resident's authorized agent the categories of personal information about that Resident that it sold during the preceding twelve months and the categories of third parties to which that information was sold;
7. describe/disclose to that Resident or that Resident's authorized agent the categories of personal information about that Resident that it disclosed for a business purpose during the preceding twelve months, and may also require disclosure of the categories of third parties to whom/which that information was so disclosed;
8. deliver free of charge to that Resident or that Resident's authorized agent the specific pieces of personal information obtained about that Resident during the preceding twelve months; and, regarding personal information obtained electronically by the Covered Business, such information must be delivered in a portable and, to the extent technically feasible, readily useable format that allows the Resident to transmit the information to another entity without hindrance; and
9. delete any personal information about that Resident which the business has collected from that Resident and direct any service provider (as defined in the act) with which the Covered Business shared such information also to delete it from its records.

A Resident may make one of the above-enumerated requests (enumerated requests 1-7 commonly referred to as a "**request to know,**" enumerated request 8 commonly referred to as a "**request to**

**access**” and enumerated request 9 commonly referred to as a **“request to delete”**) by submitting to a Covered Business what is defined in the CCPA as a **“verifiable consumer request”** (as described under the below heading **“DISCLOSURE OF AVAILABLE METHODS TO SUBMIT VERIFIABLE CONSUMER REQUESTS TO THE RUS OPERATING AFFILIATES”**). Generally, a Covered Business need not address Excluded Information in response to a request to know, request to access or request to delete, and, under certain circumstances, it also may invoke other exclusions to/limitations on the CCPA’s requirements.

A Resident also has the right to direct a covered business to refrain from selling personal information about that Resident to third parties – and, absent affirmative authority otherwise (from Residents ages thirteen and over or the parent or guardian of those under thirteen), Covered Businesses may not sell the personal information of Residents known to be are under age sixteen (and a Covered Business shall be deemed to have such knowledge if/when it willfully disregards a Resident’s age). This right commonly is referred to as the **“right to opt-out”** – or, as relates to Residents under age sixteen, the **“right to opt-in.”** The right to opt-out/opt-in is not exercised via a verifiable consumer request.

Rather, a Covered Businesses that sells personal information (other than Excluded Information), must, among other things, provide a clear and conspicuous link on its internet homepage, titled **“Do Not Sell My Personal Information,”** to an internet web page that enables a Resident, or someone authorized to act for the Resident, to opt-out of the sale of the Resident’s personal information. When a Resident or the Resident’s authorized agent exercises the right to opt-out, the Covered Business must (1) refrain from selling personal information obtained by it about that Resident and (2) respect the opt-out for at least twelve months before making any request that the Resident authorize the sale of the Resident’s personal information.

A Resident also has the right not to be discriminated against for exercising any right provided to the Resident under the CCPA.

#### **IV. “DO NOT SELL MY PERSONAL INFORMATION” – REQUESTS THAT THE RUS OPERATING AFFILIATES NOT SELL YOUR PERSONAL INFORMATION**

As noted above, based on the RUS Operating Affiliates’ related diligence to date, it appears highly unlikely that they have sold CAPI during the preceding twelve months. Based on that same diligence, it also appears highly unlikely that the RUS Affiliates will sell CAPI in the foreseeable future (without first notifying affected Residents accordance with the CCPA). As also noted above, however, the RUS Operating Affiliates’ interim CAPI disclosures represent the product of reasonable and good faith efforts by the RUS Operating Affiliates to provide reasonably accurate and reasonably complete disclosures covering CAPI obtained and/or processed, while the RUS Operating Affiliates continue to make efforts to enable them to provide more accurate, more complete, and more definitive disclosures. Thus, in an abundance of caution, the RUS Affiliates invite Residents, respectively, to exercise their right to opt-out, if they so choose. While additional mechanism’s for doing so are put in place, Resident’s may do so by:

1. Calling 833-691-0203; or
2. Emailing [fuglia@ramboll.com](mailto:fuglia@ramboll.com).

When submitting a right to opt-out request, please provide only your first and last name, a telephone number or email address at which you may be contacted regarding the request (or, if neither, an

alternate method by which you may be contacted) and clear indication that you wish to exercise your right to opt-out of the sale of your personal information.

Upon receipt of such requests, the RUS Operating Affiliates will make reasonable efforts to prioritize such requests over their general continuing efforts to confirm they will not sell CAPI (without first notifying affected Residents in accordance with the CCPA).

## **V. DISCLOSURE OF AVAILABLE METHODS TO SUBMIT VERIFIABLE CONSUMER REQUESTS TO THE RUS OPERATING AFFILIATES**

A verifiable consumer request is a request made by (1) a Resident (on the Resident's own behalf or on behalf of the Resident's minor child) or (2) a natural person or an entity registered with the California Secretary of State who/that the Resident has authorized to act on the Resident's behalf (an "**Authorized Agent**"); and that the Covered Business to which the request is directed can reasonably verify as having been made by a particular Resident about whom it has collected personal information or by that Resident's Authorized Agent. The CCPA requires that Covered Businesses verify such requests pursuant to regulations to be adopted by the California Attorney General, and Covered Businesses are not obligated to provide information in response to a request that cannot be so verified. As noted above, the Attorney General's anticipated regulations have not yet been adopted and, so, the RUS Operating Affiliates lack regulatory guidance for verifying Residents' requests to know, requests to access and requests to delete. In turn, requests to know, requests to access and requests to delete made to the RUS Operating Affiliates before such regulations are adopted may be held until such regulations are adopted by the Attorney General and implemented by the RUS Operating Affiliates. Thereafter, the RUS Operating Affiliates will address such requests accordingly.

Requests to know, requests to access and requests to delete, and, for the time being, any other requests related to the CCPA, may be made to the RUS Operating Affiliates by:

1. Calling 833-691-0203; or
2. Emailing [fsuglia@ramboll.com](mailto:fsuglia@ramboll.com).

When submitting a request, please provide only your first and last name, a telephone number or email address at which you may be contacted regarding the request (or, if neither, an alternate method by which you may be contacted) and a brief description of your request and of any current or former dealings between you and any of the RUS Operating Affiliates.

Upon receipt of a request to know, request to access or request to delete, and subject to the foregoing, the RUS Operating Affiliates will use the information provided to begin efforts to verify the identity(ies) of the requestor and of the Resident on behalf of whom the request is submitted, and, if different, to confirm that the requestor is authorized to act on behalf of the Resident. Thereafter, the RUS Operating Affiliates will use the information provided to begin efforts to associate the information provided to, and otherwise identify, any personal information of the subject Resident that is not Excluded Information and that it obtained or processed within the preceding twelve months or otherwise currently possesses. To the extent the RUS Operating Affiliates require additional information regarding the requestor, the subject Resident, or the personal information that is the subject of the request, they may endeavor to contact the requestor and/or the subject Resident. In certain circumstances, the RUS Operating Affiliates may provide a request and information provided to them in connection with a request to a

third-party identity verification service and rely upon such service for guidance. Given the nature of the RUS Operating Affiliates' business, in many instances they may not reasonably or readily be able to sufficiently verify the identity(ies) of the requestor and/or of the Resident, confirm authorization (if necessary) and/or associate the information provided to, or otherwise identify, any personal information of the subject Resident, or even confirm whether they indeed obtained, processed or otherwise possess such information. In such cases, the RUS Operating Affiliates will so notify the requestor and/or subject Resident.

The RUS Operating Affiliates will retain a record of each CCPA-related request made to them in accordance with the foregoing (and may retain records of CCPA-related requests not made in accordance with the foregoing) and the information contained in such request for at least twenty-four months after the request is made, including all or some of the following information: the date, manner and nature/substance of the request; the date(s), manner(s) and nature/substance of the response(s); and the basis/bases supporting the response and/or any denial of the request (in whole or in part). CCPA-related requests made by one of the above-enumerated methods, but that reasonably appear to be directed not to any of the RUS Operating Affiliates, but, rather, to Ramboll Group, its Foreign Operating Affiliates and/or the Other Ramboll Affiliates, will be forwarded to a representative of the entity(ies) to which they reasonably appear to be directed.

## **VI. NOTICE OF INFORMATION COLLECTED ONLINE**

The RUS Operating Affiliates (as well as Ramboll Group and its Foreign Operating Affiliates) maintain certain internet websites/applications. Personal information of those who access the internet websites/applications of the RUS Operating Affiliates may be collected through those internet websites/applications. Notices under the CCPA describing the categories of personal information collected and of the purposes for which those categories of personal information are collected/may be used can be found for the respective internet websites/applications as set forth below, respectively:

1. For the [ramboll.com](https://www.ramboll.com/terms-of-use-and-privacy-policy) homepage and its subpages/applications, notice can be found at <https://www.ramboll.com/terms-of-use-and-privacy-policy>; and
2. For the Ramboll Safety Moments App and related applications, websites and similar platforms, notice can be found at the section immediately below titled: "**CCPA NOTICE AT COLLECTION FOR THE RAMBOLL SAFETY MOMENTS APP.**"

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## **CCPA NOTICE AT COLLECTION FOR THE RAMBOLL SAFETY MOMENTS APP**

The following policies/practices apply to the Ramboll Safety Moments App and any other application, website or similar platform linked directly or indirectly to or through the Ramboll Safety Moments App, the Ramboll Safety Moments App Disclaimers, Terms and Policies landing page (at <https://ramboll.sharepoint.com/>), these Ramboll Safety Moments App Privacy Policies and Practices or the above-referenced Terms of Use, or that incorporates any of the foregoing by reference (all of which apps, websites and similar platforms are referred to below collectively and interchangeably as the "**App**"). To the extent the following information conflicts with any other privacy disclosure/notice on the App, then, as to California residents, the following information shall govern.

The App collects information about access to and usage of the App using visitor active submission. Visitor active submission is when a visitor actively submits information through the App or a link on the App.

Through visitor active submission, this App collects among other (not personally identifiable) information, the following categories (as enumerated in *Cal. Civ. Code § 1798.140(o)(1)*) of personal information (as defined in *Cal. Civ. Code § 1798.140(o)*):

1. “**Identifiers**” – such as, for example, but not limited to, first and last name (if actively submitted), email address (if actively submitted), physical address/location information (if actively submitted), job title (if actively submitted) and company affiliation (if actively submitted); and
2. other personally identifiable information that the user/visitor actively submits, such as, for example, but without limitation, passwords.

The information that the App collects may be shared within/among **O'Brien & Gere Ltd. (“Ramboll”)**, Ramboll’s affiliates and Ramboll’s and its affiliates’ service providers and other vendors, and may be used:

1. to facilitate account creation and log-in process;
2. to provide to the user/visitor requested information and/or services;
3. to (otherwise) communicate with the user/visitor;
4. to recognize a user/visitor or devise that previously has visited the App;
5. to measure App traffic and otherwise track/analyze App usage;
6. to develop and improve the App, related services and/or other services offered by Ramboll or its affiliates;
7. for Ramboll marketing/digital marketing (including, without limitation, sending marketing materials to the user/visitor);
8. for reporting within/among Ramboll and/or Ramboll’s service providers and other vendors; and
9. for other business purposes (as defined/enumerated in *Cal. Civ. Code § 1798.140(d)*) of Ramboll.

This App also uses Google Analytics. Google Analytics uses cookies to remember a visitor’s behavior and shares that information with Ramboll and/or its affiliates, basically, by generating reports on who accesses/uses the App and what they do once they get there. A cookie is a small text file that is saved to your device (through your internet browser) when you access an application/website, and that, among other things, can be used to improve one’s application/website experience by remembering user preferences and other information, like, for example, the user’s internet protocol (or “IP”) address, internet service provider, internet browser type and language, screen resolution, the application/website (sub)pages visited, words searched for using the application/website search engine, and whether the visitor previously accessed the application/website.

The App also uses Amazon Web Services for functionality and infrastructure optimization only. User personal data is not shared with Amazon Web Services.

If you use the App, you may receive requests to send you push notifications regarding the App. You can opt-out of receiving such communications by disabling them through your device settings.



Please note that the information contained in this disclosure/notice and other privacy-related information accessed via the App may not apply to other websites/applications of Ramboll and its affiliates.

Also, to the extent the App contains links to third-party websites/applications, please be aware that Ramboll and its affiliates are not responsible for the content or privacy practices of such websites/applications. Ramboll encourages users/visitors to be aware when they leave the App and to read the privacy statements of any other website/application that collects information.

If you wish to restrict or block the cookies which are set by Google Analytics, you likely can do this through your browser settings. You likely can learn how through the "Help" function within your browser. Alternatively, you may visit <http://www.aboutcookies.org>, which may contain information on how to restrict or block cookies from your computer as well as more general information about cookies. For information on how to do this on the browser of your mobile device, you likely will need to refer to your mobile device manual. Please be aware that restricting cookies may impact the functionality of the App.