

SAFECOMS' PRIVACY POLICY

When registering or navigating through the websites www.SafeComs.com and www.SafeComs.co.th you accept this Privacy Policy.

SafeComs collects some data through the contact form of its websites. Any personal data collected by SafeComs may be used for any of the following purposes:

- To manage the adequate functioning of the Website
- To provide the User with appropriate means for its use and offer a convenient navigation.
- To analyse and to improve the use of the Website.
- To provide the User with information related to the activities performed by SafeComs.
- To solve any requests or complaints through the available channels: email and telephone service.
- To contact the User in relation to a recruitment procedure.
- To send commercial communications, newsletters, and emails related to SafeComs, by any means, including electronic means.
- To create profiles with the collected information.

In the event SafeComs collects your personal data for purposes other than those above mentioned the User will be previously informed, and such communication will include the relevant information and the consequences of the processing of the personal data.

As User, at any time you have the possibility to exercise your right to object to the processing of your personal data by sending an email to DPO@SafeComs.com with the subject "DATA ERASURE".

SafeComs will store and process your personal data for the above mentioned purposes for an indefinite period and without determining a maximum conservation period. However, the User is entitled to revoke his consent at any time, and to ask SafeComs to delete his/her personal data from the database. If requested, SafeComs will keep the remaining information blocked and will apply the security measures established by law for the statutory limit period foreseen at the applicable legislation in connection with those proceedings that may be initiated against SafeComs.

Any request for data erasure or modification will only be accepted through an authenticated email and only information recorded by the person logged in under this email address will be modified or verified. We place utmost importance to the confidentiality and will not disclose any information unless the requestor has been properly identified and the information is recorded under this authenticated ID.

What is the legitimacy for the processing of your data?

The legal basis for data processing is legitimate interest in order to allow the proper functioning of the Website and to provide information related to SafeComs with the purpose of attending Users requests.

In the event that the User provides us with their CV and personal data in order to participate in a recruitment procedure, the legal basis for the data processing will be User's consent.

In the event that the User contact with SafeComs through the contact forms, in order to communicate an adverse reaction regarding CyberSecurity or any other, the legal basis for the data processing will be User's consent.

To which addressees will your data be transferred?

For internal purposes the personal data collected by SafeComs through the Website may be transferred to other companies' part of SafeComs.

The User expressly accepts any personal data may be subject to international transfers to other subsidiaries of SafeComs or not considered as safe harbour may take place.

SafeComs virtual infrastructure exclusively uses cloud based operator such as Amazon Cloud, Google Cloud, Microsoft Azure.

SafeComs may disclose User's personal data to any public administration, when required by law and compelled to do so by such authorities.

What are your rights when you provide us with your data?

At any time you may exercise before SafeComs your rights to access, rectify, erase and oppose (ARSO), pursuant to the applicable legislation. This means you can ask what personal data we have about you, update, or you can request that SafeComs stops using data for a specific purpose, or simply require SafeComs to delete all personal data from our files and databases.

In the event the User decides to oppose the processing of the personal data, SafeComs will no longer process personal data in connection with such User. Personal data may be processed for the purposes established in data protection legislation or bring defence against legal claims.

Moreover, the User may be able to exercise the following rights before SafeComs:

- Right to erasure, allowing the User to obtain the erasure of his personal data when the personal data held by SafeComs is excessive, obsolete or not accurate.
- Right to data portability, allowing the User to receive all personal data provided to SafeComs, in a structured, commonly used format as well as the right to transfer those data to another platform.
- Right to restrict data processing, in the following cases: (i) when the accuracy of the personal data is contested by the User, for a period enabling SafeComs to verify the accuracy of the personal data; (ii) the data processing is unlawful, and the User opposes the erasure of the personal data and requests the restriction of their use instead and (iii) SafeComs no longer needs the personal data for the purposes of the processing , but they are required by the User for the exercise or defence or legal claims.

After the User exercises any of the abovementioned rights, and during SafeComs' verification period, all personal data will be kept blocked. The blocking procedure will prevent SafeComs from processing or erasing such personal data.

For the exercise of any of the abovementioned rights, the User shall contact SafeComs by email, addressing the request to DPO@SafeComs.com, indicating as reference: "EXERCISE OF RIGHTS" and identifying at the right to be exercised.

Additional information:

What is Data Quality?

The User warrants and represents before SafeComs as well as any other third party, the quality of the information provided, that is, that the data and information provided is true, accurate, updated and it belongs to the User and not to third parties. Therefore, by providing to SafeComs the personal data and the information the User decides to submit to the account, the User represent and warrant to SafeComs and to any other third party that provided personal data is accurate and complies with the principle of quality.

In any case, the delivery of false or outdated data is forbidden. The User shall identify himself with its real name and with accurate and current data. Through the Website SafeComs reserves the right to verify this information at any time by means of requiring the User to provide any official documentation that may serve as personal identification.

The User shall immediately communicate to SafeComs any change in connection to its personal data so that the information contained in the data files is updated and presents no errors.

What happens with the links from third parties?

This Privacy Policy exclusively refers to the Website and does not apply to third parties links or websites accessible through the Website.

The destinations of these links are not under the control of SafeComs and it will not be responsible for the content of any of the destination websites of a link, or any link included in a website that is reached from the Website, or any change or update of these pages. These links are provided only to inform the User about the existence of other sources of information on a specific topic, and the inclusion of a link does not imply the approval of the linked website by SafeComs. Therefore, we recommend that you read and carefully the privacy policy of each website you visit.

What are Cookies and what are they used for?

To obtain additional information on how cookies are used in the Website and its deactivation please visit the [Cookies_Policy](#) .

What security measures have SafeComs to guarantee the integrity of your data?

SafeComs care to ensure the security and confidentiality of the Users personal data. Therefore, we have taken several security measures and technical means to prevent the loss, misuse or access to the personal data without the User's permission.

Nevertheless, it is also the User's responsibility to control the personal information and therefore SafeComs asks and encourages all Users to be careful with the shared information and content. SafeComs shall not control the content and information the User chooses to share with other Users and, therefore, SafeComs is not responsible for the consequences of the Users own actions.

SafeComs pledges (i) to act rapidly and in a responsible manner in the event the Users personal data security is deemed at risk, and (ii) to report it if relevant with the greatest diligence.

In case of a personal data breach, SafeComs undertakes to notify the Thai Data Protection Authority within required delays, and no later than 72 hours after becoming aware of such breach.

SafeComs will also communicate the Personal Data Breach and the measures taken to mitigate the risks and adverse effects to Users.

The Privacy Policy could be modified?

Yes. SafeComs reserves the right, at our sole discretion, to modify or replace this Privacy Policy. Your continued use of the Website after any such changes constitutes your acceptance of the new Privacy Policy.

Please review this agreement every so often in order to acknowledge any possible modifications. If you do not accept this document, partially or as a whole, or any subsequent modification, please refrain from the use, access or continue to access the Website or discontinue any use of the Website immediately.

PRIVACY POLICY

1. CONTROLLER'S IDENTITY

The website 'SafeComs' <https://www.SafeComs.com/> and <https://www.SafeComs.co.th> with registered offices at 36/31 P.S,Tower, 11th Floor, Sukhumvit 21 Road, Klongtoey Nua, Wattana, Bangkok 10110 Thailand and 19 (C), Dhamma Yone Rd., 6 Mile, Hlaing Tsp., Yangon, Myanmar.

SafeComs encourages you read our [standard terms and conditions](#) et our [Software development terms and conditions](#).

With the purpose of making the Website as transparent, plain and simple as possible, you (hereinafter, the "User") will be able to send any question or request related to the Terms and Conditions by contacting SafeComs by email, sending your request to DPO@SafeComs.com

The User undertakes to use the services and utilities provided by the Website in accordance with current legislation, these Terms and Conditions and moral standards, good practice and public order.

2. OBJECT

SafeComs provides the contents and the services available in the Website which will be governed by these Terms and Conditions and the Cookies and Privacy Policy that you, as "User", expressly accept to have read and understood.

Access or use of the Website confers you the condition of User, this means your full acceptance of these Terms and Conditions which will be available on the Website. SafeComs reserves the right, at our sole discretion, to modify or replace this Terms and Conditions at any moment. It will be the responsibility of the User to read carefully these Terms and Conditions each time he visits the Website, if the User disagrees with any of these Terms and Conditions he must refrain from using the Website.

Likewise, we inform you that Particular Conditions for the use of specific contents or services of the Website could be established, if you use the mentioned contents or services it will imply your acceptance of the Particular Conditions.

3. ACCESS AND USE OF THE WEBSITE

The User is aware and expressly and voluntarily accepts that using the Website will be at his own risk and responsibility.

When using the Website, the User is fully committed to avoid any behaviour that could harm SafeComs' or third parties reputation, interests, rights or use the Website in a way that causes, or is likely to cause any damage or an interruption in the normal use of the Website.

SafeComs implements reasonable security measures for virus detection. Nonetheless, the User must be aware that security measures are not entirely trustworthy and SafeComs cannot guarantee the non-existence of viruses or other elements which might produce alterations in your systems (software and hardware), electronic documents and data files included in them.

4. WEBSITE CONTENT

SafeComs offers the User the following possibilities:

- a. Learn more about SafeComs.
- b. Provide us with your CV and personal data thought the section "Join us our team".
- c. Making requests or asking questions by email or contact forms.

5. PRIVACY AND COOKIES POLICY

By visiting our sites, including the various country versions, you accept that we use cookies in order to facilitate your navigation on our websites. Cookies are also used to maintain knowledge of your level of completion on our e-Commerce shop and article previously visited or selected.

6. INTELLECTUAL PROPERTY

As a user of our website, you acknowledge that all content displayed is our property.

Therefore, the User agrees to not reproduce copy, distribute, make available or otherwise publicly communicate, transform or modify such content, holding SafeComs harmless from any claim arising from the breach of such obligations.

The contents, texts, photographs, designs, logos, images, software, source codes and, in general, any intellectual creation existing on this Website, as well as the site as a multimedia artistic work, are protected as copyright by Intellectual Property legislation. SafeComs owns the elements that make up the graphic design of the Website, menus, navigation buttons, HTML code, texts, images, textures, graphics and any other content of the Website or, in any case, they have the corresponding license for the use of said elements. The content provided on the Website may not be reproduced in whole or in part, nor transmitted, nor recorded by any information retrieval system, in any form or in any medium, unless prior authorization is granted, for written, of the mentioned company.

7. USER'S OBLIGATIONS AND RESPONSIBILITIES

The User hereby undertakes to refrain from using the Website for any purpose forbidden by these Terms and Conditions.

The User must also refrain from:

- Making an unauthorized or fraudulent use of the Website and / or content for illegal purposes or the ones prohibited in these Terms and Conditions, harmful to the rights and interests of third parties, or in any way that may damage, disable, overload, deteriorate or prevent the normal use of the services, documents, files and all kinds of content stored on any computer;
- Accessing or attempting to access restricted resources or areas of the Website, without complying with the conditions required for the mentioned access;
- Causing damage to the physical or logical systems of the Website, its suppliers or third parties;
- Introducing viruses in the network computer or any other physical or logical system that is likely to cause damage to the physical or logical systems of SafeComs or third parties;
- Attempting to access, use and / or manipulate SafeComs' and other Users data. Reproduce, copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless you have the authorisation of the owner of the rights or it is legally permitted;
- Deleting, hiding or manipulating the information on intellectual or industrial property rights and other data identifying the rights of SafeComs or third parties incorporated into the contents, as well as technical protection devices or any information mechanisms that can be inserted in the contents; Obtaining or attempting to obtain the content using means or procedures other than the ones that have been made available for this purpose or have been expressly indicated on the websites where the contents are or, in general, of those that are commonly used on the Internet because they do not involve a risk of damage or disablement of the Website and / or the contents;
- The User undertakes to not transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound and/or image files, photographs, recordings, software and, in general, any kind of material that may:
- In any way, is contrary or violate the fundamental rights and freedoms recognized by the Constitution, International Treaties and any other valid and applicable legislation;
- Induce or promote actions of a criminal nature, slanderous, defamatory, violent or, in general, contrary to the law, morality, generally accepted good practices or public order activities;

- Induce or promote discriminatory actions, attitudes or feelings based on sex, race, religion, beliefs, age or sexual condition;
- Gather, make available or allow access to products, elements, messages and / or services of a criminal nature, violent, offensive, harmful, degrading or, in general, contrary to law, morality and generally accepted good practices or public order;
- Include any virus or program that prevents the normal use of the Website.

8. LIMITATION OF LIABILITY

SafeComs will be responsible for ensuring, except for force majeure reasons, the proper functioning of the Website, avoiding technical inconvenience and any other actions that may limit and / or partially interrupt the use thereof by Users.

SafeComs does not guarantee continued access, or the correct viewing, downloading or use of the elements and information contained in the pages linked to this Website, and that may be impeded, hindered or interrupted by factors or circumstances beyond its control. SafeComs is not responsible for the decisions that may be adopted as a result of access to contents or information offered through these linked sites.

SafeComs may interrupt the service or immediately terminate the relationship with the User if it detects that a use of its Website or any of the services offered therein is contrary to these Terms and Conditions. SafeComs shall not be responsible for damages, losses, claims or expenses derived from the use of the Website. It will only be responsible for deleting, as soon as possible, the contents that may generate such damages, provided that this is notified. In particular, it will not be responsible for the damages that could be derived, among others, from:

- INTERFERENCES, interruptions, failures, omissions, telephone breakdowns, delays, blockages or disconnections in the electronic systems, caused by deficiencies, overloads and errors in telecommunication networks, or by any other cause beyond the control of SafeComs;
- b) Illegitimate intrusions through the use of malicious programs of any kind and through any means of communication, such as viruses or any other;
- Improper or inappropriate abuse of the Website;
- Security or navigation errors caused by a malfunction of the browser or by the use of non-updated versions thereof;
- SafeComs excludes any liability for damages of any nature due to the misuse of the available services by Website Users. Likewise, SafeComs will be exempt from any responsibility related to content and information that may be received as a result of an illegal or incorrect use of said services.

9. INDEMNITY OF SAFECOMS

The User shall protect, indemnify and hold SafeComs harmless from any loss or damage arising from claims, actions or demands of third parties as a result of its use of the Website. Likewise, the User shall indemnify SafeComs against any damages arising from the use of "robots", "spiders", "crawlers" or similar tools used for the purpose of collecting or extracting data or any other action that imposes an unreasonable burden on the use of the Website.

Access to the services or contents provided through the Website will be made under the exclusive responsibility of the Users. In case of minors or incapacitated persons, the responsibility will correspond to their parents, representatives or legal guardians, who must supervise or take the necessary precautions during their navigation through the web pages.

If you negligently or wilfully fail to comply with any of the obligations set forth in these Terms and Conditions, you will be liable for all damages and losses that may arise for SafeComs related to the breach.

10. CHANGE OF CONTROL

In the event that SafeComs is acquired by or merged with a third party entity, SafeComs reserves the right to transfer or assign its contractual position as well as the information collected from the Users as part of such merger, acquisition, sale, or other change of control.

The third entity shall comply with the requirements stated by SafeComs in the Terms and Conditions and in the Cookies and Privacy Policy.

11. INTERNATIONAL USE AND LANGUAGE

The use of the Website by the User located in a country other than Thailand will be under the responsibility of the User. The User is solely responsible to comply with the laws of the countries from which he uses the Website.

12. CHANGES IN THE TERMS AND CONDITIONS

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions. When this happens, a notice will be included on the Website indicating and informing Users that modifications have been made.

13. NULLITY AND INEFFICIENCY OF THE CLAUSES

If any clause included in these Terms and Conditions is declared totally or partially invalid, null and void, such invalidity or nullity will only affect the mentioned provision or the part that is null or ineffective, while the remaining parts of these Terms and Conditions will continue to apply, considering such provision totally or partially as not included.

14. GOVERNING LAW AND JURISDICTION

The relationship between SafeComs and the user will be governed by the law of Thailand. Any dispute will be submitted to the court of Bangkok, renouncing to any other venue they may be subjected to. SafeComs will pursue the breach of these terms and conditions, as well as any improper use of the Website by exercising all civil and criminal actions that may correspond by law.

15. CONTACT INFORMATION

You may contact us in the following email address

Email: DPO@SafeComs.com