

## IOTSPOT TERMS OF SERVICE

### 1. Your relationship with iotspot

1.1 Your use of iotspot's products, hardware, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by iotspot under a separate written agreement) is subject to the terms of a legal agreement between you and iotspot. "iotspot" means iotspot B.V., whose principal place of business is at Veemarktkade 8, 5222 AE, 's-Hertogenbosch, The Netherlands, with PO box 1508, 5200 BN, 's-Hertogenbosch, The Netherlands and corporate communication's e-mail address [hello@iotspot.co](mailto:hello@iotspot.co). This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with iotspot, your agreement with iotspot will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with iotspot will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read before the use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and iotspot in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

1.6 There are no other terms or conditions applicable than those of the Terms. Your conditions are explicitly rejected and do not apply to the legal relationship between you and us.

### 2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

- a) Signing a separate written agreement with iotspot. Upon acceptance of the Terms, iotspot will define your "Company Account" (or "Account") for our Services. "Company Account" shall mean in the Terms, the registration of the legal entity that enters into the legally binding agreement with iotspot, under which the associated Users (whether employees or guests) resort and with whom iotspot has the billing relationship; or
- b) Clicking to accept or agree to the Terms, where this option is made available to you by iotspot, in the User interface when you define your "Company Account" for any Services.

2.3 You may not use the Services and may not accept the Terms if a) you are not of legal age to form a binding contract with iotspot, or b) you are a person barred from receiving the Services under the laws of The Netherlands or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

### 3. Language of the Terms

3.1 Where iotspot has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with iotspot.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

### 4. Provision of the Services by iotspot

4.1 iotspot will have subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of iotspot itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 iotspot is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which iotspot provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that iotspot may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Users generally at iotspot's sole discretion, without prior notice to you.

4.4 You may stop using the Services at any time and notice us thereof. We will honor your request, subject to the notice period of 1 (one) calendar month and refrain from billing our Services after the contractual end date that is defined during the Terms acceptance process of article 2.2 hereof.

4.5 You acknowledge and agree that if iotspot disables access to your Account, you may be prevented from accessing the Services, your Account details or any files or other content which is contained in your Account.

4.6 You acknowledge and agree that while iotspot may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by iotspot at any time, at iotspot's discretion.

## 5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the Company Account definition or User registration process for the Service, or as part of your continued use of the Services. You agree that any Company Account or User registration information you give to iotspot will always be accurate, correct and up to date.

5.2 You agree that you will not use different or multiple Company Accounts or User registrations. You acknowledge and agree that you are liable for any damage to us as a result of such a case. We may suspend or terminate your access to our Services. Notwithstanding any such suspension or termination, you remain liable for the Service fees under these Terms. In no case will any such termination or suspension give rise to any liability of us to you or your Users.

5.3 You agree to use the Services only for purposes that are permitted by a) the Terms and b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from relevant countries).

5.4 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by iotspot, unless you have been specifically allowed to do so in a separate agreement with iotspot. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.5 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.6 Unless you have been specifically permitted to do so in a separate agreement with iotspot, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.7 You agree that you are solely responsible for (and that iotspot has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which iotspot may suffer) of any such breach.

## 6. Your passwords and Account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any Company Account or User registration you use to access the Services. You acknowledge and agree that you are solely responsible for the careful handling of your Company Account and User registration information and any other access and PIN codes in relation to our Services.

6.2 Accordingly, you agree that you will be solely responsible to iotspot for all activities that occur under your Company Account and your associated User registrations.

6.3 If you become aware of any unauthorized use of your password or of your Company Account or of your associated User registration, you agree to notify iotspot immediately at [support@iotspot.co](mailto:support@iotspot.co).

## 7. Payment for the Services by you

7.1 You acknowledge and agree that iotspot has the right to charge you for your use of our Services. The pricing of our Services and any charges associated with our Services are listed on our website (<https://www.iotspot.co/pricing>). All our prices and charges - associated to different regions, as listed on our Website, or as defined in our quotations or in the Terms are exclusive of VAT and/or any other tax and/or legal duties. You agree that we can reserve the right to adjust our pricing and charges at our sole discretion.

7.2 Unless agreed differently in a separate written agreement with iotspot, you acknowledge and agree that you owe us a deposit in case that any of our Services requires you to use Hardware from us. You acknowledge and agree that any damage, loss or theft of our hardware that you have in use, is at your risk and that this deposit is to cover for our expenses in case of such damage, loss or theft.

7.3 Unless agreed differently in a separate written agreement with iotspot, you a) agree to and b) authorize iotspot to apply continuous direct debit of the charges of and deposit related to our Services. This authorization applies to debit card, bank account and credit card. You agree that iotspot reserves the right to impose credit restrictions with regard to the total amount of all transactions, and/or with respect to the maximum value of each individual transaction. These credit limits may be imposed at the start of the Services provisioning or at any time thereafter and may be revised by us at any time at our sole discretion.

7.4 You acknowledge and agree that, unless agreed differently in a separate written agreement with iotspot, you will pay the invoices of iotspot by means of direct debit, either a) before the 7th day of the month following the month that you used any of our Services in case of monthly billing, or b) before the 7th day following your agreement with the Terms in case of (multi-)yearly billing. You acknowledge and agree that iotspot reserves the right to suspend or cancel your Company Account, if the invoiced amount is not collectible (e.g. due to cancellation or insufficient funds in your bank account) and that we will charge you a fee of EUR 25, = for the additional cash collection activities we have to execute. Statutory interest is payable from two weeks after the invoice date. You, also agree that iotspot reserves the right to transfer our claim to a third party after giving you notice thereof in writing. You will reimburse all costs that we and the third party incur to collect the amount due, including, inter alia, legal fees, court costs and extrajudicial costs in accordance with the matters specified in legislation.

7.5 You acknowledge and agree that the invoices of iotspot will be presented digitally to you and that they display a specification of our Services as used by you.

## 8. Privacy and your personal information

8.1 For information about iotspot's processing and storing of privacy sensitive and/or personal data and information, please read iotspot's Privacy Statement at <https://iotspot.zendesk.com/hc/en-nl/articles/360016389920-Privacy>. This policy explains how iotspot treats your privacy sensitive and personal information, and protects your privacy, when you use the Services.

8.2 For information about iotspot's data protection practices, please read iotspot's Information Security Statement at <https://iotspot.zendesk.com/hc/en-nl/articles/360016417399-Information-security>.

8.3 Unless agreed differently in writing, you accept and agree to our Data Processing Agreement (hereinafter DPA), that can be found at <https://iotspot.zendesk.com/hc/en-nl/articles/360016417379-DPA>, which governs the processing of personal data of you and the data subjects concerned.

8.4 Our Services use cookies. Our Cookie policy is part of our Privacy Statement.

8.5 You acknowledge and agree to the use of your data in accordance with iotspot's Privacy Statement, Cookie policy and Information Security Statement. You understand and agree that Users that register to iotspot's Services under your Company Account, will be asked individually to agree to iotspot's Privacy Statement and accordingly to our use and protection of their personal information.

## 9. Content in the Services

9.1 You understand that all information (such as but not limited to data files, written text, computer software, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the Customer or User from which such content originated. All such information is referred to below as the "Content".

9.2 You should be aware that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by the providers of that Content to iotspot (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create

derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by iotspot or by the owners of that Content, in a separate agreement.

9.3 iotspot reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. In addition, there are commercially available services and software applications to limit access to material that you may find objectionable.

9.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.5 You agree that you are solely responsible for (and that iotspot has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which iotspot may suffer) by doing so.

## 10. Proprietary rights

10.1 You acknowledge and agree that iotspot (or iotspot's licensors) owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by iotspot and that you shall not disclose such information without iotspot's prior written consent.

10.2 Unless you have agreed otherwise in writing with iotspot, nothing in the Terms gives you a right to use any of iotspot's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

10.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with iotspot, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and iotspot's brand feature use guidelines as updated from time to time.

10.4 Other than the limited license set forth in Section 12, iotspot acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with iotspot, you agree that you are responsible for protecting and enforcing those rights and that iotspot has no obligation to do so on your behalf.

10.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

10.6 Unless you have been expressly authorized to do so in writing by iotspot, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized User of such marks, names or logos.

## 11. License from iotspot

11.1 Upon definition of your Company Account or your registration as a User, iotspot gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software and hardware platform provided to you by iotspot as part of the Services (referred to as "Platform" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by iotspot, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code or electrotechnical design of the Platform or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by iotspot, in writing.

11.3 Unless iotspot has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Platform, grant a security interest in or over your rights to use the Platform, or otherwise transfer any part of your rights to use the Platform.

## 12. Content license from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give iotspot, up to the moment that you end your relationship with iotspot, an irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish and distribute any Content which you

submit, post or display on or through, the Services. This license is for the sole purpose of enabling iotspot to display, distribute and promote the Services within the boundaries of the Company Account, You are associated to and may be revoked for certain Services as defined in the Additional Terms of those Services.

12.2 Unless you have given iotspot specific written permission to do so, this license does not give iotspot the rights to make such Content available to other companies, organizations or individuals with whom iotspot has relationships other than your Company and your Users.

12.3 You understand that iotspot, in performing the required technical steps to provide the Services to our Users, may a) transmit or distribute your Content over various public networks and in various media; and b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit iotspot to take these actions.

12.4 You confirm and warrant to iotspot that you have all the rights, power and authority necessary to grant the above license.

### 13. Platform updates

13.1 The Platform which you use as part of our Services may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit iotspot to deliver these to you) as part of your use of the Services.

### 14. Ending your relationship with iotspot

14.1 The Terms will continue to apply until terminated by either you or iotspot as set out below.

14.2 If you as a Customer want to terminate your legal agreement with iotspot, you may do so - subject to the notice period of 1 (one) calendar month before the end date of the legal agreement - by a) notifying iotspot at any time and b) closing your accounts for all of the Services which you use, where iotspot has made this option available to you. Your notice should be sent, in writing, to iotspot's address which is set out at the beginning of these Terms.

14.3 iotspot may at any time, terminate its legal agreement with you if:

- a) You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- b) iotspot is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- c) The partner with whom iotspot offered the Services to you has terminated its relationship with iotspot or ceased to offer the Services to you; or
- d) iotspot is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or
- e) The provision of the Services to you by iotspot is, in iotspot's opinion, no longer commercially viable.

14.4 Nothing in this Section shall affect iotspot's rights regarding provision of Services under Section 4 of these Universal Terms.

14.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and iotspot have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 21.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

### 15. Exclusion of warranties

15.1 Nothing in these Terms, including sections 15 and 16, shall exclude or limit iotspot's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability to the maximum extent permitted by law.

15.2 You expressly understand and agree that your use of the Services is at your sole risk and that the Services are provided "as is" and "as available".

15.3 In particular, iotspot, its Subsidiaries and Affiliates, and its licensors do not represent or warrant to you that:

- a) Your use of the Services will meet your requirements;
- b) Your use of the Services will be uninterrupted, timely, secure or free from error;
- c) Any information obtained by you as a result of your use of the Services will be accurate or reliable; and
- d) That defects in the operation or functionality of any Platform provided to you as part of the Services will be corrected.

15.4 Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

15.5 No advice or information, whether oral or written, obtained by you from iotspot, or its Subsidiaries and Affiliates or through or from the Services shall create any warranty not expressly stated in the Terms.

15.6 iotspot further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## 16. Limitation of liability

16.1 Subject to overall provision in paragraph 15.1 above, you expressly understand and agree that iotspot, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for:

- a) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- b) Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
  - (i) Any changes which iotspot may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
  - (ii) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services;
  - (iii) Your failure to provide iotspot with accurate Company Account or User registration information;
  - (iv) Your failure to keep your password or Company Account or User registration details secure and confidential.

16.2 The limitations on iotspot's liability to you in paragraph 16.1 above shall apply whether or not iotspot has been advised of or should have been aware of the possibility of any such losses arising.

## 17. Anti-Bribery and Corruption

17.1 iotspot declares and warrants that it has and will continue to comply with all applicable laws relating to anti-bribery and corruption.

17.2 iotspot will pass on the obligations under clause 17.1 above to its employees and directors and will ensure that third parties involved in the provisioning of the Services or in the performance of a project under these Terms are contractually bound by the obligations in clause 17.1 above.

## 18. Copyright and trademark policies

18.1 It is iotspot's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law and to terminating the Accounts of repeat infringers.



## 19. Other content

19.1 The Services may include hyperlinks to other web sites or content or resources. iotspot may have no control over any web sites or resources which are provided by companies or persons other than iotspot.

19.2 You acknowledge and agree that iotspot is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3 You acknowledge and agree that iotspot is not liable for any loss or damage which may be incurred by you as a result of the (un)availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## 20. Changes to the Terms

20.1 iotspot may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, iotspot will make a new copy of the Universal Terms available at <https://iotspot.zendesk.com/hc/en-nl/articles/360016390060-Terms-and-conditions> and any new Additional Terms will be made available to you from within, or through, the affected Services.

20.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, iotspot will treat your use as acceptance of the updated Universal Terms or Additional Terms. Notwithstanding the fact that we will dully request you to accept the new Terms prior to your use of the Service under the new Universal Terms.

## 21. General legal terms

21.1 The Terms constitute the whole legal agreement between you and iotspot and govern your use of the Services (but excluding any services which iotspot may provide to you under a separate written agreement), and completely replace any prior agreements between you and iotspot in relation to the Services.

21.2 You agree that iotspot may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

21.3 You agree that if iotspot does not exercise or enforce any legal right or remedy which is contained in the Terms (or which iotspot has the benefit of under any applicable law), this will not be taken to be a formal waiver of iotspot's rights and that those rights or remedies will still be available to iotspot.

21.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

21.5 You acknowledge and agree that each member of the group of companies of which iotspot is or will be the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

21.6 The Terms, and your relationship with iotspot under the Terms, shall be governed by the laws of The Netherlands without regard to its conflict of laws provisions. You and iotspot agree to submit to the exclusive jurisdiction of the courts located within The Netherlands to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that iotspot shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

May 19<sup>th</sup>, 2021