

Terms of Use for Secomea M2M IoT SIM Cards and Secomea M2M IoT SIM Portal

Version 2.0, June 2018

1. Definitions

Terms: These Terms of Use of the Secomea M2M IoT SIM Cards and Secomea M2M IoT SIM Portal service.

Customer/You/User: The legal entity that order and purchase the Supplier Solution and Products.

Supplier/we/our: Secomea A/S, Smedeholm 12, 2730 Herlev, Denmark, CVR-no. 31366038 or any fully owned Secomea entity/subsidiary.

Supplier Solution: Secomea A/S offering named "Secomea M2M IoT SIM Cards" (hereinafter "SIM Cards") and "Secomea M2M IoT SIM Portal" (hereinafter "SIM Portal") through which a Customer can manage its SIM Cards via the SIM Portal in use with Supplier's Products.

Supplier Products: The SiteManager hardware that the Supplier manufacture and sells.

2. Scope and Application

- 2.1 These Terms regulate the use of the Supplier Solution.
- 2.2 These Terms shall be considered accepted by the Customer receiving SIM Cards where these Terms are included or by the Customer accepting these Terms as part of their login to the SIM Portal.
- 2.3 The following Terms shall therefore apply with respect to any SIM Card received by the Customer or managed through the SIM Portal.
- 2.4 Supplier is cooperating with well-renowned telecommunication operators who are providing the SIM Cards for Supplier.
- 2.5 These terms supplement and do not replace the General Terms and Conditions of Sale entered when purchasing a Supplier product. You are at all times obliged to ensure that your use of the Supplier Solution corresponds to these Terms and your recurring payments.

3. SIM Card Warranty

- 3.1 The SIM Cards are provided to the Customer as a service to enable machine to machine communication (hereafter “M2M”)
- 3.2 All SIM Cards provided by Supplier are standard SIM Cards provided by a third-party telecommunication operator.
- 3.3 The Customer shall check and test the SIM Cards upon delivery to make sure they can be installed in the Supplier Products and are operational.
 - 3.3.1 The Customer’s only remedy in case of any defaults, errors or the like at delivery or later in any SIM Card is to return the SIM Card in question to supplier within a reasonable time for an exchange with a new SIM Card. The exchange shall take place within a reasonable time.
 - 3.3.2 The Customer is sole responsible for having one or more spare SIM Cards to secure continuous M2M communication.
- 3.4 Supplier has no control over the telecommunication network the SIM Cards are using, as they are using the telecommunication operator and their partners’ network.
 - 3.4.1 Therefore, Supplier does not assume any responsibility or liability for the actual range/coverage, data capacity of the SIM Cards.
 - 3.4.2 The Customer are obliged to test the actual range/coverage and data capacity at the site where a SIM Card is put into operation prior to putting the SIM Card into operation and relaying upon it.
 - 3.4.3 Supplier has no influence over the uptime of the SIM Card and can therefore not resume any responsibility or liability for any down time caused by the SIM Card or the telecommunication operators.

4. Use of the SIM Cards

- 4.1 The Customer are solely liable for the total consumption/data usage on the SIM Cards the Customer have received regardless of the reason for the consumption/data usage on the SIM Card including but not limited to any unauthorised use of the SIM Card.

- 4.2 Lack of timely payment, according to issued invoices, of any consumption/data usage shall entitle Supplier to close/suspend any SIM Cards and/or access to SIM Portal without any further notice.
- 4.3 Furthermore, Supplier shall be entitled to provide the Customer with a credit line to contain consumption/data usage. Supplier may at any time increase or decrease the credit limit by giving the Customer a twenty-four (24) hours prior written e-mail notice, to the e-mail address provided to Supplier by the Customer.
- 4.4 If the Customer wants to limit the Customer's consumption/data usage, the Customer should use the settings in the SIM Portal to limit the data usage.
- 4.5 The Customer is made aware of and accepts the accumulation of the usage of the SIM Cards as displayed in the SIM Portal may be delayed with up to twenty-four (24) hours and in some cases, more.
- 4.6 Supplier shall be entitled to invoice the Customer any amount claimed from the telecommunication operator/issuer of the SIM Cards regardless of how the Customer use came into place.

5. Substitution

- 5.1 Supplier shall at all times have the right to substitute the telecommunication operator for new SIM Cards.
- 5.2 Any substitution that influence the specification of purchased SIM Cards, shall take place with a written notice of no less than 30 days, unless the substitution is required due to circumstances outside the control of Supplier.

6. Processing of personal data

- 6.1 When Supplier in the context of the provision of services, such as hosting, in association with the delivery of Products to Customer processes personal data in a manner comprised by Regulation (EU) 2016/679 of the European Parliament and of the Council (the "Regulation"), a separate data processor agreement must be accepted.

7. Security Setup and backup

- 7.1 The Supplier Solution has been properly secured against unauthorized access.

7.2 The Supplier Solution includes logging functions, which ensure that you are able to see which individuals have accessed the Supplier Solution and which general actions the Customer has taken.

7.3 Supplier does not make any backups of any kind of the Supplier Solution except for security backup of the hosted SIM Portal.

8. Warranty

8.1 Supplier's warranty scope is described in the General Terms and Conditions for Sale available on the supplier website (www.secomea.com) at the time of your purchase.

9. Liability and waiver

9.1 Supplier does not resume any liability whatsoever for any indirect losses sustained by the use of the SIM Cards including but not limited to loss of revenue, loss of profit, loss of time including internal time, loss of opportunities, loss of production, loss of data or any other type of indirect losses and any incidental, consequential, or special damages.

9.2 Furthermore, Supplier excludes all liability for damages due to unauthorized interventions by the Customer.

9.3 Supplier cannot in any way be liable and cannot be made liable for the performance of the SIM Cards including but not limited to any discontinuation of services due to displacement of permits or regulatory licenses or the failure of the facilities of the network infrastructure providers.

9.4 If the Supplier Solution is the cause of any kind of damages, Supplier's liability shall be limited to the maximum extent possible under applicable Danish law.

9.5 Supplier can only be made liable for damages due to intent or gross negligence on part of Supplier.

9.6 In any event any liability or obligation to pay damages shall on part of Supplier be limited to the higher amount of (i) fees paid by the user for the use of the Supplier Solution in the 12 months period prior to the event leading to the claim for damages or (ii) a maximum of EUR 10.000.

9.7 If Supplier has a valid claim for damages or restitution against the telecommunication company or any network infrastructure provider Supplier may transfer the claim to the Customer.

10. Indemnification

10.1 The Customer shall indemnify and hold Supplier harmless against all and any claims from telecommunication operators arising out of or in connection with the Customer's use of the SIM Cards.

10.2 The Customer shall indemnify and hold Supplier harmless against all other claims arising out of or in connection with the Customer's use of the SIM Cards Including but not limited to unauthorized use whether due to the Customer's fault or not.

11. Duty of confidentiality

11.1 Supplier and its employees, sub-suppliers and advisors must observe strict liability as regards any information about the Customer business affairs and other confidential information coming into their possession in connection with the set-up, operation and performance of this agreement.

12. Termination

12.1 The agreement may be terminated by either Customer or Supplier with a three (3) months written notice to the other party.

12.2 Any agreement on extended Support and Maintenance may be terminated by either Customer or Supplier with a six (6) months' notice to the other party.

12.3 If Customer does not pay any fee due or other amounts due to Supplier, Supplier is entitled to close/suspend any SIM Cards and/or access to SIM Portal and any updates available. Only if the Customer has not paid the amount due at the latest 10 (ten) days after receipt of a reminder letter Supplier is entitled to effectuate closedown.

13. Assignment

13.1 Supplier is free to assign rights and/or liabilities under the Agreement to a third party without prior written consent from the Customer. Furthermore, Supplier may use sub-suppliers to fulfil all of or parts of this agreement.

13.2 The Customer may assign the right of use to a third party in connection with a possible merger.

14. Governing law and disputes

14.1 The United Nations Convention for the International Sale of Goods shall not apply to the Terms.

14.2 The Terms shall be governed by and construed in accordance with Danish law. Any dispute or claim arising from or in connection with the Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration).

14.3 Notwithstanding the above, the Supplier shall at its sole discretion be entitled to initiate proceedings against the Customer in a court of Supplier's choice including without limitation in case of non-payment by the Customer or Customer's infringement of the Supplier's intellectual property rights.

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