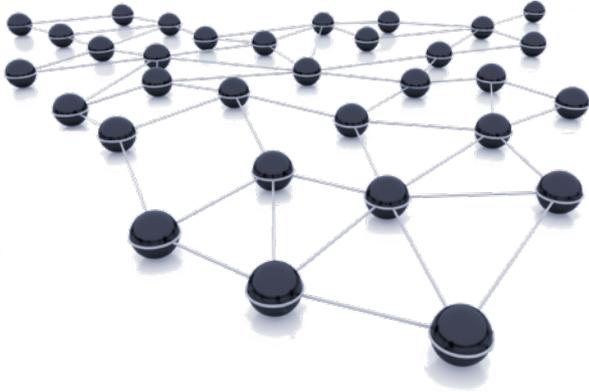


# LIBELIUM 's Terms and Conditions of Sale and Use for MySignals Products



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Thank you for buying our products. By buying any MySignals Product (the “**Products**”), you (“**You**”) accept and agree to be bound by these Terms and Conditions of Sale and Use for MySignals Products (“**these T&C**”). It is important for You to read each section of this document, as it is legally binding between You and Libelium Comunicaciones Distribuidas, S.L., a company legally incorporated and existing under the Laws of Spain, with Tax (VAT) number ES-B99135832 and registered address at Calle María Zambrano, 31 (Edificio WTC - Torre Este, planta 7), 50018 Zaragoza, Spain (“**LIBELIUM**”), regarding your purchase and use of the Product. Please, read this whole document before buying and/or using your Product.

## SECTION I. DISCLAIMER

### 1. Disclaimer

1.1. MySignals Products **are not medical devices or healthcare services**, nor are they intended for medical diagnosis, cure, mitigation, treatment, advice or prevention of disease. They are intended to serve as a R&D Platform to develop eHealth, fitness, wellness or biometric products and software, and are therefore intended for research, product development and education. By buying these Products YOU represent and warrant to LIBELIUM that (i) YOU are of age; and (ii) YOU are a developer or a researcher.

1.2. MySignals Products are not finished products, so they are not intended to be purchased by End Users, but by developers, researchers and OEM Customers. End Users buying these Products are hereby advised that MySignals Products are not a replacement for professional medical care and thus they are solely responsible for obtaining proper medical care to their conditions. End Users should not rely on the biometric information gathered through MySignals Products for any healthcare purpose.

1.3. Products are provided “as is,” and LIBELIUM makes no express or implied warranty whatsoever, with respect to their functionality, operability, use, or exactitude of the biometric information gathered, including, without limitation, any implied warranties, fitness for a particular purpose, or infringement.

1.4. Customers/OEM Customers shall be solely responsible for (i) any representation or warranty given to any End User in excess of the warranty provisions set forth in these T&C; (ii) any act or omission by any person accessing or using any Product, Data Service, or Software App for purposes different than the ones expressed above; and (iii) acts or omissions by any person accessing or using the Products or the Data Services by using Customers/OEM Customers’ accounts or passwords.

1.5. LIBELIUM expressly disclaims any liability whatsoever for any direct, indirect or consequential damages, including, without limitation, lost revenues, lost profits, losses resulting from business interruption or loss of data, regardless of the form of action or legal theory under which the liability may be asserted, even if advised of the possibility of such damages.

1.6. The Cloud Site is offered free of charge to Customers as a beta version during its first year. As long as Customers are using the beta version, any Content sent to the Cloud Site may be not accessible, restricted or erased, at LIBELIUM’s sole discretion. As soon as the full version of the Cloud Site is available, Customers may opt for hiring the full version of the Cloud Site, by paying the then current Fee, or for maintaining access through the beta version, subject to the above-mentioned limitations.

### 2. No warranties

2.1. LIBELIUM does not warrant the accuracy of the biometric information gathered by using the Products; Data Services uploaded from any device are received by LIBELIUM and provided to Customers “as-is.” LIBELIUM does not assume any obligation to, and does not warrant that it will create or include additional features or functionality for the Products.

2.2. Except in case of non-conformity with the specifications, as per the Warranty provisions in Section 13, if YOU are dissatisfied with any of the Products, your sole and exclusive remedy is to discontinue their use.

2.3. LIBELIUM does not warrant that access to the Cloud Site will be uninterrupted or error-free; neither does it warrant that the Content will be permanently stored totally or partially in the Cloud Site for Customer disposal, without modifications or alterations, because although LIBELIUM will do its best to adopt adequate security measures to preserve Content accuracy and integrity, as well as Customer access to its Content through Data Services, security measures on the Internet are not impregnable.

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## SECTION II. GENERAL COMMERCIAL TERMS

### 3. Definitions

a) "API" (api.libelium.com/mysignals) shall mean any application programming interface (code and binary) belonging to LIBELIUM and offered in a kit with the Products, or independently, either in consideration for a license fee or for free download, at LIBELIUM's discretion. For the avoidance of doubt, API shall be offered as a software license only.

b) "Cloud Site" (cloud.libelium.com/mysignals), shall mean the Internet site where all biometric information gathered through any Product ("the Content") is sent for permanent storage. The Cloud Site is a server located in the European Union.

c) "Customer" shall mean a developer or researcher validly purchasing and/or obtaining a license on the Product within the framework of its professional or business activity.

d) "End User" shall mean an individual purchasing the Products for its own use, or attending to Training, out of the scope of any for-profit business or professional activity.

e) "Data Services" shall mean the storage/visualization services offered by LIBELIUM in connection with the Content, which can be either stored in the Cloud Site or being visualized and stored in real time by sending the data directly to a Smartphone.

f) "Documents" shall include but not being limited to the information contained in LIBELIUM's Websites, User's Handbooks, Technical Guides and Training materials.

g) "Fees" shall mean the monetary remuneration paid by Customers/End Users in consideration for any service offered by LIBELIUM, such as, but not limited to Cloud Site and Data Services.

h) "Intellectual Property Rights", or "IP Rights" shall include but not to be limited to proprietary rights, know-how, software, software electronics, firmware, algorithms, source code, binary code, application programming interface -API- database rights, technology, inventions, discoveries, improvements, practices, methods, processes, materials, ideas, formulae, samples, prototypes, compositions, drawings, diagrams, blueprints, studies, work in progress, visual demonstrations, concepts, trademarks, logos, slogans, translations, utility models, trade names, domain-names, designs and models and any applications thereof as well as copyrights and related rights, trade secrets and confidential information, concerning the Products, Documents and the Training materials.

i) "OEM Customer" shall mean a company or entity purchasing Products with the purpose of embedding them into other products.

j) "MySignals" is a registered trademark of LIBELIUM, under which the Products are marketed.

k) "Prices" shall mean the monetary remuneration paid by Customer/OEM Customer in consideration for Products. Unless otherwise established in writing, prices shall be deemed as expressed in Euro currency and shall be considered FCA Libelium's premises in Zaragoza, Spain (Incoterms® 2010),

l) "Product" or "Products" shall mean the R&D platforms for eHealth, fitness, wellness or biometric products, marketed by LIBELIUM under the common trademark "MySignals" and hardware devices, software programs and upgrades, solutions and services developed, manufactured and marketed by LIBELIUM.

m) "Training" shall mean any training connected to the Products offered by LIBELIUM in consideration for a fee.

n) "User" shall mean anyone gaining access to LIBELIUM's websites.

o) "YOU" shall mean a Customer/OEM Customer.

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## 4. Acceptance

These T&C shall apply to all offers and sales of Products made by LIBELIUM to Customers and OEM Customers.

Specific terms and conditions agreed upon for a particular order shall not bind LIBELIUM for future orders. A purchase order submitted to LIBELIUM or the reception of Products supplied by the latter implies express acceptance of these T&C, upon which only specific selling terms agreed upon by LIBELIUM and Customer/OEM Customer on a case by case basis, will prevail.

## 5. Offers

Unless expressly stated otherwise in a specific offer, LIBELIUM's offers shall be valid for thirty (30) calendar days from the date in which they were communicated to Customer/OEM Customer, after which they will not bind LIBELIUM.

## 6. Discontinuance of Supply

LIBELIUM shall be entitled at any time to discontinue the production, sale or distribution of any of its Products, to change the design, structure, or functionality of any of its Products and any part thereof, to amend the Products and to change its service, warranty or other policies. LIBELIUM engages to support discontinued Products with parts availability and bug fixes as long as such stocks are not sold out.

LIBELIUM cannot guarantee continuance of supply of those Products or components supplied by third parties other than LIBELIUM.

## 7. Prices and Fees

LIBELIUM shall be entitled to modify its Prices and Fees at any time without prior notice and therefore, Customer/OEM Customer undertakes to ask for an offer for every order.

Any Prices and Fees list disclosed by LIBELIUM supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid Prices and Fees list shall be the one in force at the time of placing an order.

Unless a different provision is included in LIBELIUM's offer, Prices and Fees do not include:

- a) VAT or any other applicable tax or duty.
- b) The cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;
- c) Any extra costs arising out of, but not limited to, delay during customs clearance in the importing country, whether or not customs clearance is LIBELIUM's duty.

## 8. Payment

Unless otherwise expressly agreed upon in writing, payment terms shall consist of a down payment in Euro currency for the full amount of the order. Should any credit be granted to Customer/OEM Customer, any payment delay will increase the debt with the delay interest foreseen under Spanish Act 3/2004 of 29th December, at the then current interest rate.

Any costs and expenses borne by LIBELIUM to collect payments due and accrued shall be reimbursed by Customer/OEM Customer.

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## 9. Retention of Title

LIBELIUM shall retain title of Products until complete payment of price has been accomplished by Customer/OEM Customer and shall therefore be entitled to exercise any action to protect its rights, even if Products have been processed by OEM Customers or are in the possession of any third party.

## 10. Orders

Except for online orders, all orders shall be emailed to LIBELIUM, which shall confirm the order in the same way.

LIBELIUM may reject or cancel any pending order, whenever there are outstanding payments from Customer/OEM Customer.

Orders cannot be cancelled after shipment of Products. Neither can they be cancelled in case of non-stock Products, after the start of the raw materials supply or the manufacturing processes, nor in case of products not manufactured by LIBELIUM which have to be bought from third suppliers.

## 11. Delivery

Unless expressly agreed otherwise, delivery terms shall be FCA LIBELIUM's premises in Zaragoza, Spain (Incoterms® latest release). Should Customer/OEM Customer be interested in any other delivery term, it shall inform LIBELIUM thereof at the time of placing its order, in order for LIBELIUM to submit a new quotation.

The Incoterms® rule expressed in LIBELIUM's offer shall not be waived by the fact that Products are sent to Customer/OEM Customer with shipping costs prepaid by LIBELIUM at Customer's prior request. LIBELIUM's invoice shall break down any shipping or extra costs prepaid, taking into account that LIBELIUM shall not assume any liability concerning customs clearance requirements in the country of destination.

Delivery time shall be the one disclosed in LIBELIUM's offer and shall start the day after full payment is made by Customer or, should any credit be granted by LIBELIUM, the day after a down payment is made by Customer in the amount agreed upon with LIBELIUM.

Under no circumstance shall LIBELIUM be considered responsible for any delay in delivery due to the carrier's or third parties' failure.

LIBELIUM shall inform Customer/OEM Customer as soon as possible about any circumstance beyond its responsibility and preventing the agreed delivery time from being met, stating the reasons of the delay, in which case both parties shall agree on a new delivery time, which shall not imply Customer's/OEM Customer's right to cancel the order or to claim for any compensation.

## 12. Shipping Costs

The FCA Libelium's premises in Zaragoza, Spain delivery term shall not be waived by the fact that Products are sent with shipping costs prepaid by LIBELIUM to the address disclosed by Customer, at Customer's prior request.

Products shipped by LIBELIUM do not include any shipping insurance; any Customer interested in taking out said insurance must expressly inform LIBELIUM thereof in writing at the time of submitting an order, indicating the kind of coverage desired. The cost of the shipping insurance shall be invoiced to Customer as a part of the shipping costs.

## 13. Warranty

### 13.1. Warranty and Warranty Period

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LIBELIUM guarantees that the Products comply with the specifications in its offers for a period of one (1) year from the date of delivery, shipping document giving evidence (“the Warranty Period”), provided that they are handled, shipped, stored, operated, used and maintained according to the instructions in LIBELIUM User’s Handbooks. Therefore, LIBELIUM assumes liability only for non-conformities caused by actions or negligence attributable to LIBELIUM before the Products were delivered to the first carrier.

Customer/OEM Customer shall check deliveries immediately after reception at destination and shall inform LIBELIUM in writing within seven (7) days about any apparent non-conformity. After such term, Customer/OEM Customer shall not be entitled to bring any claim regarding quantitative shortcomings or apparent non-conformities which should have been noticed during unboxing/unpacking, and LIBELIUM shall not be obliged to accept return of such Products. Claims for hidden defects or qualitative non-conformities must reach LIBELIUM in writing within thirty (30) days after Customer/OEM Customer learned of the non-conformity, and in any event, within the Warranty Period.

## 13.2. Warranty Procedure

The following procedure shall apply to any non-conformity notified to LIBELIUM within the Warranty Period:

a) Customer/OEM Customer shall report any alleged non-conformity to LIBELIUM’s After Sales Service through the website: <http://www.libelium.com/support>, including a detailed list of all alleged non-conformities;

LIBELIUM shall count on five (5) banking days to reply, either by admitting the claim, or by rejecting it;

If the claim is admitted, LIBELIUM shall notify its acceptance to Customer/OEM Customer and shall choose, at its discretion, either to replace or amend the non-conforming Product at no additional cost to Customer/OEM Customer. The Warranty Period of any replacing Product shall be the same remaining for the replaced Product;

Lack of answer by LIBELIUM within the term expressed above shall be deemed as a rejection of Customer/OEM Customer’s claim. Any cost resulting from analysis or essays to ascertain if non-conformity exists, shall be paid by LIBELIUM should the result show Product non-conformity and by Customer/OEM Customer in case they are conforming;

b) Replacement Products may be either new or equivalent in performance to new. LIBELIUM does not warrant: (i) that the components in any replacement Product come from the same supplier or are exactly the same as in the replaced Product; nor (ii) that the operation of Products will be uninterrupted or error free. Products may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use.

## 13.3. Shipping and examination costs under the Warranty

Repair service can be obtained by sending the non-conforming Product to LIBELIUM (shipping costs pre-paid), only after a Return Merchandise Authorization (RMA) number is obtained from LIBELIUM’s After Sales Service, according to the instructions in our website. Some of our Products are protected with a safety seal and by removing this seal, Customer/OEM Customer shall be waiving this Warranty.

If the Product is found upon examination by LIBELIUM to be defective, LIBELIUM shall bear shipping costs incurred in returning the Product to Customer/OEM Customer, as well as all costs involved in LIBELIUM’s examination of the Product. If the Product is found upon examination by LIBELIUM to be conforming, Customer/OEM Customer shall bear shipping costs incurred in returning the Product.

LIBELIUM may, at its discretion, demand the Product claimed to be non-conforming to be inspected or tested by an independent third party acceptable to LIBELIUM.

## 13.4. Scope of the Warranty

The scope of this Warranty is limited to hardware components in the main board, sensor board and radio shields, manufactured by LIBELIUM.

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## 13.5. Warranty Exclusions

This Warranty does not apply to non-conformities resulting from:

a) **Hardware.** Any hardware component manufactured by third parties, either integrated in the Products or sold together with the Products as a kit, and namely, but not limited to:

- Batteries (performance and life);
- Any external component which get deteriorated through normal wear and tear, such as antennas, sensor probes, solar panels, connectors, etc;
- Any perishable component, such as calibrated gases sensors, which lose a small percentage of its original calibration monthly.

b) **Software.** LIBELIUM hereby waives any warranty concerning software developed or cloud services provided by third suppliers or partners, including but not limited to communication stacks included in radio modules or in digital sensor probes. Access to such software or services is solely provided to facilitate operation of the Products by Customer/OEM Customer and to these effects, Customer/OEM Customer must check and accept the terms and conditions of use by each supplier or partner. Software adapted or developed by LIBELIUM for its Products is offered “as is” without any express or implied warranty. LIBELIUM hereby advises Customer/OEM Customer to avoid using this software for medical and health applications and, in general, in any critical system on which human lives or public health may depend (nuclear power plants, reservoir lock gates, security systems, etc.)

c) **Installation, maintenance, calibration and use.** LIBELIUM hereby waives any Warranty concerning non-conformities arising from:

- Improper storage;
- Failure to follow installation instructions in User’s Handbooks. Liability should be claimed from the company carrying out installation (i.e. parking projects, where Libelium’s instructions are to demarcate each parking space and install the node in the middle of such space);
- Bad/lack of maintenance: User’s Handbooks contain guidance on periodical maintenance (cleaning sensors with water, removing dust from filters, etc.). Liability should be claimed from the company carrying out maintenance, or directly from end-user if there is no such maintenance service;
- Wrong Product calibration;
- Unauthorized modification or misuse;
- Operation outside of the published environmental specifications for the Products;
- Damaged materials or parts as a result of normal wear and tear;
- Poor/Faulty performance of the products in which the Products are embedded by Customer/OEM Customer;
- Non-conformities and defects which are proved to have been caused by actions or negligence committed after the Products were delivered to the first carrier;
- Non-performance or faulty performance of the Products as a result of radio-frequency use restrictions or power broadcasting restrictions in any given country;
- Any connectivity error resulting from poor coverage and attributable to the connectivity services supplier;
- Ingress of dust and/or water resulting from poor closing of the parking node enclosure, and attributable to the company/ies programming the node or performing installation;
- inadequate Product voltage selection by Customer/End Customer.

d) **Product Certification.** Detailed information about the certifications of the Products can be found in the respective Technical Guides. LIBELIUM does not warrant that the Products count on specific product certifications required in any given country, so it’s Customer/OEM Customer’s responsibility to check whether the Products can be imported and resold in the intended country of destination.

e) **External Agents.** Damages caused to the Products by external agents, such as, but not limited to animals or weather condition (lightning, storm, wind, flooding, fire...), shall be considered as Force Majeure events, not covered under the Warranty.

f) **Product voltage options.** There are 110 V and 220 V Product options. It is the responsibility of the Customer/End User to select the adequate voltage for the country of intended use.

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g) Intermediate Data Buffer Services. LIBELIUM does not offer data storage services through “The Hive” (formally known as “Libelium Cloud Hive”), but rather an intermediate data buffer service which temporarily stores a certain amount of data while they are transferred to third parties’ cloud platforms, and removes such data once transfer is completed. LIBELIUM hereby waives any Warranty concerning non-conformities or liability arising from:

- Wrong performance and/or operation of third parties’ cloud services;
- Loss or corruption of data being transferred as a consequence of lack of access, or overcapacity of the intermediate buffer, either if the destination cloud platform is not accessible, because of an internal problem in the internal buffer services, or if an excessive amount of data is sent all at once;
- Unauthorized access to data being transferred: LIBELIUM allows data encryption, but it’s the responsibility of Customer/OEM Customer to use such encryption techniques and to implement any requested compatibility with the destination Cloud platform.

## 13.8. Liability Waiver

a) Under no circumstance shall LIBELIUM be liable for indirect, incidental or consequential damages caused by the Products, including but not limited to loss of data or of profit.

b) Customer/OEM Customer is responsible and liable to end users for any warranty given in excess of this Warranty and shall indemnify and hold LIBELIUM harmless for any unauthorized warranty provided.

c) Customer/OEM Customer agrees to defend, indemnify and hold LIBELIUM harmless from all claims, injuries, costs, expenses and damages, including attorneys’ fees, resulting from:

- any warranties or representations concerning the Products, either expressed or implied, made by Customer/OEM Customer or their employees, which are beyond LIBELIUM’s Warranty Policy;
- any distribution or sale of the Products by Customer/OEM Customer or their employees for a purpose or application that has not expressly been agreed upon by LIBELIUM;
- any alteration of the Products by Customer/OEM Customer or their employees that has not expressly been agreed upon by LIBELIUM;
- failure by Customer/OEM Customer or their employees to maintain the Products in saleable condition;
- any fault made by Customer/OEM Customer or their employees during checking, testing or embedding of the Products;
- any action brought against LIBELIUM by Customer/OEM Customer’s employees.
- any claim brought by Customer/OEM Customer’s customers for injuries or damages of any kind (including but not limited to loss of or physical damage to the customer’s tangible property, personal injury, death or economic loss), caused by products in which the Products have been embedded by Customer/OEM Customer.

d) This warranty is in lieu of all other warranties, expressed or implied, and no representative or person is authorized to assume for LIBELIUM any other liability in connection with the sale of the Products. In the event of a warranty claim LIBELIUM’s entire and sole responsibility to Customer/OEM Customer is as set forth above, with the limit of the price paid. No claims based on product liability shall be accepted by LIBELIUM in cases different than the ones established in the preceding paragraphs.

e) To the extent permitted by law, LIBELIUM’s Product liability for damages caused by Products is limited to a global amount of one million and two hundred thousand Euro (1,200,000.00 €) per accident, for personal injury and material damages.

## 14. Use of the Documents

Use of the information contained in the **Documents** is subject to the following terms and conditions of use:

a) All Documents and any examples they contain are provided as-is and are subject to change without notice. Except to the extent prohibited by law, LIBELIUM makes no express or implied representation or warranty of any kind with regard to the Documents, and specifically disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose.

b) LIBELIUM shall not be liable for any errors or incidental or consequential damage in connection with the furnishing,

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performance or use of the Documents and the examples included. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or any means electronic or mechanical, including photocopying and recording, for any purpose other than the readers' personal use, without LIBELIUM's prior written consent.

c) LIBELIUM has created the Documents for the personal use of Customers/OEM Customers and Users, as well as for external communication. The information in the Documents, whether in whole or in part, cannot be used for commercial purposes without the prior written consent of Libelium.

d) The information on LIBELIUM's Websites has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness.

e) LIBELIUM has taken every care in the preparation of its website. However, as certain technical matters may be beyond its control, it cannot guarantee that Customers and Users will have uninterrupted access at all times.

f) LIBELIUM reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of its websites or any information contained thereon without liability or notice to Customers.

g) LIBELIUM shall not be liable for any loss, damage, liability or expense incurred in or suffered that is claimed to have resulted from the use of the Documents, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Websites is at the Customer's sole risk.

h) Links on the Documents to third-parties' websites are provided solely as a convenience to Users. By using these links, User will leave LIBELIUM's websites. LIBELIUM has not reviewed all of these third-parties' documents/websites and does not control and is not responsible for any of these sites or their content. Access to any of these third-parties' documents/websites linked to this website, is entirely at User's own risk.

## **15. Intellectual Property**

### **15.1. Ownership of IP Rights**

Products are protected by Intellectual Property Rights of LIBELIUM, whether registered or not, and except as expressly indicated, nothing in these T&C or in the Documents shall be construed as to grant Customer/OEM Customer/End User a license or any other right on LIBELIUM's IP Rights. Customer/OEM Customer/Users are not permitted to copy, modify, decompile, use, reproduce, distribute, broadcast or make any public disclosure of any of LIBELIUM's IP Rights without LIBELIUM's prior written consent.

### **15.2. No obstruction**

Customer/ OEM Customer/End User shall refrain from incurring any action that may obstruct the granting of pending patents or any other IP Right for which LIBELIUM may have applied, or may apply as a result of any custom development carried out for Customer/OEM Customer.

### **15.3. IP Rights on custom developments**

Any IP Right arising from any Product customisation or from any custom development project carried by LIBELIUM for Customer/ OEM Customer, will exclusively belong to LIBELIUM, including the right to file for any IP protection under any jurisdiction. Only LIBELIUM will have the right to manufacture and sell any custom development made for Customer/OEM Customer, who will only enjoy the right to use any custom development carried out by LIBELIUM under a non-assignable license, except as otherwise agreed in writing.

### **15.4. Trademark**

MySignals, together with any design or logo connected to it, and whether registered or not in any specific jurisdiction, used by LIBELIUM in the promotion of the Products, is a trademark of LIBELIUM ("the Trademark"). The rest of trademarks appearing

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on the Documents or in LIBELIUM's Websites are the property of LIBELIUM's suppliers or partners and may be protected under different intellectual property regulations

## 15.5. LIBELIUM's Websites

The contents in LIBELIUM's websites are also protected by LIBELIUM's or its suppliers' and partners' IP Rights. Their use or reproduction is subject to express citation of LIBELIUM's URL address. This citation is only permitted through a cover image or explanatory text linking to the website; integration in a different website being expressly prohibited. Any other use of the contents in LIBELIUM's Websites requires LIBELIUM's prior written consent.

## 16. Training

Training offered by LIBELIUM will last three (3) days unless otherwise expressed in an offer.

Training offers will always imply full prepayment. The following Training Refund Policy shall apply to cancellation of registrations:

- a) Registrations cancelled up to three (3) weeks before the Training, will be refunded 100% of the registration fees;
- b) Registrations cancelled less than three (3) weeks before the Training will be refunded 50% of the registration fees;
- c) Registrations cancelled on the same day the Training starts, including no attendance, will not be eligible for a refund.
- d) LIBELIUM's expenses already incurred by the date of cancellation will not be eligible for a refund.

Training does not imply the provision of consultancy services to Customer/OEM Customer/User/End User, who should not rely on any opinion, comment or advice provided by LIBELIUM's trainer during Training, for any particular purpose, and LIBELIUM hereby waives any liability resulting thereof.

## 17. Privacy Policy

Please refer to <https://libelium.com/downloads/MySignals-Terms-and-Conditions.pdf>. In addition to our general Privacy Policy, the following Terms shall apply to Customers/OEM Customers/End Users purchasing MySignals Products and Data Services:

- a) Any personal data sent to the Cloud Site shall be recorded in a file named "MySignals", Libelium being the Controller.
- b) Our Data Services allow You to store or share Your Content, which remains Your property and You are solely responsible for it.
- c) When You upload, submit, store, send or receive Content to or through our Cloud Site, You give LIBELIUM (and those LIBELIUM work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (i.e., so that Your Content works better with our Data Services), communicate, publish, publicly perform, publicly display and distribute such Content in a non-personally identifiable manner.
- d) To protect Your Content, keep your password to the Cloud Site confidential. You are responsible for the Content you upload, specially if there are third parties' personal data in the Content. End User shall never have direct access to the Cloud Site, only if Customer/OEM Customer develops a specific app allowing End User access its biometric data, but this app will always be out of the scope of LIBELIUM's control and the total responsibility of Customer/OEM Customer.
- e) Customers/OEM Customers acting as resellers:
  - According to sections 1.2 and 1.4 of these T&C, LIBELIUM does not intend to collect any personal health data from End Users and hereby waives any liability, either express or implied, resulting thereof. Customers/OEM Customers shall be solely responsible for collecting End Users' prior written consent before processing any personal health data and for complying with all applicable Data Protection Regulations.
  - Customers/OEM Customers are responsible for making this privacy policy available to End Users to which they resell the

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Products or any derivative work thereof.

f) **Data Services:** any Content shall be sent encrypted to the Cloud Site. To these effects LIBELIUM warrants that any Content sent by using MySignals SW shall be encrypted; as regards the Content sent by using MySignals HW, LIBELIUM offers Customers/OEM Customers the tools for encryption, but encryption shall be the responsibility of Customer/OEM Customer. The Cloud Site is located in the European Union, so no international transfer of data is envisaged. However, if, at any time, the Cloud Site is moved out of the European Economic Space, then Users, Customers and OEM Customers are hereby warned that by purchasing the Products, they expressly consent to the international transfer of such data. Customers and OEM Customers shall be responsible for extending this warning to End Users.

## 18. Governing Law and Dispute Settlement

18.1. Governing Law: These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.

18.2. Dispute settlement: Any dispute, controversy or difference arising out of or in relation to or in connection with these T&C or for the breach thereof shall be amicably and promptly solved by the Parties hereto through mutual consultation. Should such amicable settlement be not reached within a month, such dispute, controversy or difference shall be definitively settled by arbitration, to the exclusion of any other jurisdiction to which the Parties may be entitled to, in accordance with the rules of the International Court of Arbitration, which shall appoint one arbitrator and shall govern the arbitration procedure according to its By-laws and Arbitration Regulations. The place of arbitration shall be Paris and the language of arbitration shall be English. The Parties expressly agree to fulfill the arbitration award in good faith. The costs of arbitration shall be borne by the unsuccessful party.

18.3. Class action waiver: any proceeding to settle any dispute in any forum will be conducted solely on an individual basis. Neither YOU nor LIBELIUM will seek to have any dispute heard as a class action. No arbitration will be combined with another without the prior written consent of all parties to all affected arbitrations.