

My.IoT-Ticket.com Service – Terms and Conditions

Wapice Ltd.

1. Introduction

1.1. Purpose

IoT-Ticket.com is Your Ticket to the Internet of Things and beyond... Our mission is to connect devices to the Internet of Things and enable quick decision-making tools in the form of a modern web-based dashboard, reports and analytics functionality. Our service is aimed for businesses that want to leverage their service activities such as regulatory reporting, KPI tracking, remote monitoring and control and operational efficiency improvements. IoT-Ticket.com and my.IoT-Ticket.com are brought to you by Wapice Ltd.

1.2 Agreement

You agree that by clicking "Join Now", "Join IoT-Ticket.com", "Sign me up!" or similar, registering, accessing or using our services (including IoT-Ticket.com, my.IoT-Ticket.com, our related mobile apps, developer platforms, premium services, or any content or information provided as part of these services, collectively, "Services"), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company). This "Agreement" includes this User Agreement and other terms that will be displayed to you at the time you first use certain features (e.g. downloading one of our software applications), as may be amended by Wapice from time to time. If you do not agree to this Agreement, do NOT click "Join Now" (or similar) and do not access or otherwise use any of our Services. Registered users of our Services are "Members" and unregistered users are "Visitors". This Agreement applies to both.

2. Obligation

2.1. Service Eligibility

To use the Services, you agree that: (1) you must be the "Minimum Age" (defined below) or older; (2) you will only have one my.IoT-Ticket.com account, which must be in your real name; and (3) you are not already restricted by my.IoT-Ticket.com from using the Services. "Minimum Age" means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for Wapice to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

2.2. Your Membership

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account. You are responsible for anything that happens through your account unless you close it or report misuse. Note that for Premium Services purchased by another party for you to use (e.g. by your employer), the party paying for the Premium Service controls such an account (which is different from your personal account) and may terminate your access to it.

2.3 Payment

If you purchase any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your service for you. Also: Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates). You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services. You must pay us for applicable fees and taxes unless you cancel the Premium Service, in which case you agree to still pay these fees through the end of the applicable subscription period. Taxes are calculated based on the billing information that you provide us at the time of purchase.

3. Rights and limitations

3.1. Your License to my.loT-Ticket.com

You own all of the content and personal information you provide to us, but you also grant us a non-exclusive license to it. You promise to only provide information and content that you have the right to share, and that your my.loT-Ticket.com profile will be truthful. As between you and Wapice, you own the content and information that you submit or post to the Services and you are only granting my.loT-Ticket.com the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways: You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy. While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your content. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license. You agree that we may access, store and use any information that you provide. By submitting suggestions or other feedback regarding our Services to my.loT-Ticket.com, you agree that Wapice can use and share (but does not have to) such feedback for any purpose without compensation to you. You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful. Wapice may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've created. We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

3.3. Other Content, Sites and apps

When you see or use others' content published on our Services, it's at your own risk. Third parties may offer their own products and services through my.loT-Ticket.com, and we aren't responsible for those third-party activities. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. my.loT-Ticket.com generally does not review content provided by our Members. You agree that we are not responsible for

third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it. You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third party app or site to authenticate you or connect with your my.loT-Ticket.com account, that app or site can access information on my.loT-Ticket.com related to you and your data. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Wapice is not responsible for these other sites and apps -- use these at your own risk.

3.4. Limits

We have the right to limit how you connect and interact on our Services. my.loT-Ticket.com reserves the right to limit your use of the Services, including the number of your connections and your ability to use your data. my.loT-Ticket.com reserves the right to restrict, suspend, or terminate your account if my.loT-Ticket.com believes that you may be in breach of this Agreement or law or are misusing the Services. my.loT-Ticket.com reserves all of its intellectual property rights in the Services. loT-Ticket.com are trademarks or registered trademarks of Wapice. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

3.5. Privacy

When you sign up to the loT-TICKET®, Wapice collects certain personal data so you can use the loT-TICKET® such as:

Title
First Name
Initials
Last Name
Email address
Phone number
Mobile phone number
Fax number

We use your personal data for contacting you, authentication, personalize and improve your experience with loT-TICKET®. Legal Basis for the processing purpose is performance of a contract.

Note:

It is possible collect any data to loT-TICKET® service which may form a Personal Data register. In this case every user who collects personal data will be Personal Data Controller and Wapice is only Personal Data Processor. loT-TICKET® data is located in Finland, at Wapice's own private cloud service. For more details, please refer to [my.loT-TICKET.com privacy notice](https://my.loT-TICKET.com/privacy-notice).

4. Disclaimer and Limit of Liability

4.1. No Warranty

TO THE EXTENT ALLOWED UNDER LAW, WAPICE (AND THOSE THAT WAPICE WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2. Exclusion of Liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WAPICE HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), WAPICE (AND THOSE THAT WAPICE WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT). IN NO EVENT SHALL THE LIABILITY OF WAPICE (AND THOSE THAT WAPICE WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY. THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND WAPICE AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WAPICE HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

5. Dispute Resolution

You agree that the laws of the Finland, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of Vaasa, Finland, and we each agree to personal jurisdiction in those courts.

6. General Terms

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. If we don't act to enforce a breach of this Agreement, that does not mean that Wapice has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that Wapice may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement. We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services. You agree that the only way to provide us legal notice is at the addresses provided in section 6.

7. How to contact us

Wapice Ltd.

Yliopistonranta 5

65200 Vaasa, Finland

Tel: +358 10 277 5000

Fax: +358 10 277 5111

WAPICE PRIVACY NOTICE

The EU's General Data Protection Regulation
Articles 13 and 14
Created on: 24.5.2018

1. The Registrar

Wapice Oy
Yliopistonranta 5
65200 VAASA
Business ID 1572040-6
Phone: +358 10 277 5000
Email tietosuoja@wapice.com

2. The Registrar's Representative

Mika Ranta-aho
IoT-TICKET® product manager
Phone: +358 10 277 5000

3. Contact information of the Data Protection Officer

Sami Kinnunen
Phone: +358 10 277 5000
Email: tietosuojavastaava@wapice.com

4. Names of the registers

my.IoT-TICKET.com user register

5. Purpose of processing personal data

The registry is used for my.IoT-TICKET.com user management.

6. Legal basis for the processing of personal data

The processing of personal data is based on the consent given to my.IoT-TICKET.com when registering.

7. Data content and retention times

Following personal information is saved to register: Title, First Name, Initials, Last Name, Email address, Phonenumber, Mobilephonenumber, Faxnumber

Information will be deleted after the customer relationship has expired.

8. Where personal data relating to a data subject are collected

The information will be obtained from the registrar itself when registering for the service. The form explains which information is mandatory.

9. Regular transfer of personal information

Personal information will not be disclosed or transferred.

10. Transfer of data outside the EU or EEA

No personal data is transmitted outside EU or EEA territory.

11. Principles of the protection of personal data

As a registrar of Wapice, use appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and personal injury or loss of personal data.

- Manual material
 - Personal information is protected against unauthorized access and illegal processing (eg destruction, alteration or disclosure). Each handler can only deal with the personal information he needs in his / her job.
 - Keep the documents protected from outside in a locked state. Documents will only be printed when needed and the paper will be destroyed after use.
- Automatically processed data
 - All data processing is based on access rights that depend on the role and position of the person in the organization and, where applicable, separately for each license granted by the Registry. The validity of the access rights is checked daily.
 - Information technology systems and services are protected against maladministration in accordance with good practices in the field, their capability to function is assured and their life cycle is controlled.

12. Automated decision making

Automatic decisions are not taken.

13. General rights of a registered person

Registered has

- the right to inspect the controller of any personal data relating to him / her stored in the register
- the right to claim for incomplete personal data as well as the fact that Wapice corrects inaccurate and incorrect personal information of the registrar without undue delay
- the right to delete personal information without undue delay, provided that:
- personal data no longer needed for the purposes for which they were collected or for which they were otherwise processed
- the registered withdrawal of the consent on which the processing is based and no other legitimate reason for processing
- personal data have been processed unlawfully
- the personal data must be removed to comply with the law of the European Union or the statutory obligation under national law.
- restrict and obstruct treatment if
- The registrar disputes the accuracy of his / her personal data
- processing is illegal or registered to object to the removal of your personal data
- the controller no longer needs the personal data for processing purposes, but the registrar needs them to prepare, present or defend the legal claim
- the data subject has objected to the processing of personal data pursuant to Article 21 (1) pending verification of whether the legitimate grounds of the controller are overriding the basis of the data subject.
- the right to withdraw consent
- the right to withdraw his consent, at any time without prejudice to the lawfulness of the processing without prior consent, if the processing of personal data is based on the consent of the data subject.

The registrar also has the right to file a complaint with the supervisory authority.

A data subject may have the right to transfer data from one system to another if it is the information to which that right applies.

Advice and guidance on issues related to the rights of the data subject are provided by the Data Protection Officer.

14. Other information

The use of the service generates log entries used to service information security, technical development of the service, and detection, prevention and detection of faults (Tietoyhteiskuntakaari (917/2014) 138§, 141§, 144§, 272§). The log is kept for the time needed for these purposes and is not used for any other purpose.

15. Changing the Privacy Notice

Wapice is constantly developing its activities and reserves the right to update this privacy notice. Changes may also be based on changes in the law. We strongly advise you to review this notice from time to time. In the event of significant changes in our Privacy Policy, we may also otherwise notify you before the change takes effect.