

License & Terms of Use and Contract

This program application and its contents, including any services that may be available, are property of AKO Electromecánica S.A.L or its subsidiaries (in both cases, referred to under the name of "AKO" – AKO henceforth with CIF A – 60997582 and registered office at Av. Roquetes, nro. 30/38. Sant Pere de Ribes (Barcelona). Registered in the Merchant Record office of Barcelona, Tomo 28859, Folio 124, Hoja b-142501. Contact Telephone number SAT (34) 902 333 145 and email address ako@ako.com.

Preamble Warning

Please read the terms of service provided herein carefully, as they represent the terms which govern the use of AKO Applications and all related services. If you do not accept these terms of service in their entirety, you must refrain from completing any registration procedure and you will not be, therefore, entitled to use the AKO and any of its related services.

All our policy rules are designed in compliance of the legal norm and guarantee freedom for our Users and quality Internet services.

Definitions

AKO: Service provider company name.

Terms of Service: General terms of service conformed to the present contract applied to all usage of AKO Applications without restriction.

Services: referred to all the free services available to our Applications users.

Application: Application AKONet available at Google Play & at Apple Store.

User: Internet user that is over 18 years of age and has accepted our Terms of Service.

Article 1: Purpose & Contract Formation

The Application is a leisurely site intended only for use of our Users and its purpose is to provide information about functioning alongside with compatible AKO products. Application consideration will be given to these mobile devices:

- AKONET app: a mobile application that allows you to connect to the application in the AKONet.Cloud via the mobile device's internet access in order to display device status, depending on administrator-defined user permissions can visualize the status of AKO devices, parameterize it, manage alarms, export data, make reports, etc.

By accepting this contract, AKO grants to the user a non-exclusive limited license that is untransferable, World Wide and copyright free for installation and usage of the Application.

To become a registered user, all Users must follow our registry procedure that is accessible within the starting screen of the Application.

Users who have failed to accept our Terms of Service and haven't effectively completed all the information required by the Application, will not be able to proceed with the registry.

The language of this contract is English.

Contract data, that include all our Terms of Service, are filed and stored by AKO. Users will be able to consult all Terms of Service from within the Application where only the most recent, updated version of our Terms of Service policy will be published.

The Application will only require basic registry data like name and surnames, email address and password.

Article 2. Access Conditions

2.1. Requirements to become a User

To become User of the Application, it's necessary to:

- Register
- Over 18 years of age
- Read and accept our Terms of Service

Users must guarantee authenticity of all provided information and maintain the compromise to keep this information supplied updated at all times through their Users Account.

AKO doesn't have neither the technical nor the legal means to verify the accuracy of the information supplied by our users.

But nevertheless, in the event of doubt about accuracy of the information supplied by a given User (and very specifically doubt about accuracy of the age requirement), or in the event that any third-party User should hold information that induces suspicion of a

possible case of identity theft or false information regarding identity, AKO will:

- Denny User access
- Require the in doubt of identity accuracy user to submit a valid Identity card.

In the event that the User does not submit the required identity information during the term of eight days or in the event that identity theft has occurred or that false information has been supplied, AKO will consider these events as Terms of Service violations and the contract with such user could be cancelled by the right of law as written in clause n°4.

2.2 Registry Form

Completing the registry procedure alongside the correct filling of the corresponding registry form, is mandatory in order to use the application and to conclude a contract.

Only one new company can be registered in the application. New users must register from akonet.cloud.

The Application can request from the User:

- The company's name
- CIF
- Name & Surname
- Position
- Telephone number
- Address
- Email address

2.3 User Account

Whenever Users meet the full requirements for registry, they will be provided with a personal profile file defined as a User Account.

The User will access their User Account services by login in using their own personal access name and password that must stay strictly confidential.

The Users are solely responsible for any third-party use of their personal login data and will be held responsible for all actions or statements performed through their User Account. AKO will not be held responsible under any circumstances for liability regarding the consequences of the above mentioned.

The equipment (hardware, software, etc.) and communication fees that are necessary to access our Services will go to the User's expense.

2.4 Closing a User Account

Users can request the closing of their User Account as the withdrawal of all their personal data by sending an email to: rgpd@ako.es providing AKO with any proof that may be demanded in order to verify the identity of that User. The cancelling of the contract will be made effective within a maximum of 30 days starting from the authentication of the request. Users will not be entitled to refund or compensation of any kind.

Article 3: application user's conditions

AKO will offer its Users free services for an unlimited time but may modify these terms without prior notice at any time as written in Article 14 of our Terms of Service policy.

Article 4: contract period

This contract has an undefined subscription period and may be cancelled by Users at any time without prior notice and without the need to objectify any reason in their decision.

AKO has the right to cancel any contract without the need to objectify the reason of such providing that the User has been notified by email one week in advance.

In the event of serious infringement of our policies, as could be the publishing of content that is contrary to public order or good manners, AKO may cancel the Users contract by right without previous notice.

In the event of contract cancellation, the User will not be entitled to refund or compensation other than compensation set by law that could be made liable to AKO by Court.

In merits of the provisions of the Real Decreto Legislativo 1/2007, of November the 16th, which approves the revised text of the General Law for the Defense of Consumers and Customers and other complementary laws, AKO informs Users that they may exercise their right of withdrawal within the maximum period of 14 calendar days from the moment of reception of the service, as long as the service has not been consumed, neither totally nor partially.

Article 5: user obligations and responsibilities

5.1 User's Obligations

When signing up for services, users commit to:

- To make truthful statements that are attune with reality.
- To comply with the regulations in force and to not break public order.
- To respect intellectual and industrial copyright.
- To not damage in any way the Service or Application.
- To not send on or broadcast the content of communications and messages that have been sent through the holders Services made available.

5.2 User's Responsibilities

Users will be held responsible for all actions and communications made out from any data they may access, request or communicate through the Application.

All users commit to keep in perfect condition and, in all case, refund AKO for any kind of ticket, fine, compensation, damage or harm derived from all claims that may arise in any kind of form or nature, directly or indirectly, from the event of the breach of legal and contractual obligations applicable to Users.

AKO does not control external sites and sources (web pages, forum, etc.) to which the hypertext links posted online by Users in the Application take to and, therefore, will not be made responsible for any third-party content. In this regard, Users should immediately inform AKO whenever they discover that a placed hypertext link directs to content that is inappropriate or potentially violates the law.

The fact that AKO does not declare the non-compliance by the Users of the General Terms and Conditions can not be interpreted as a waiver on their part to manifest such non-compliance in the future.

Article 6: payments

The User is liable for the payment of all costs and expenses that may outcome from the result of downloading or usage of any of AKO's Applications, including any fees from operator network or roaming. Please address your network service provider for details in this regard.

Article 7: language

It may be possible that some content within the Application do not exist in the User's language.

Article 8: ako's obligations and responsibilities

8.1 AKO'S Obligations

AKO compromises in the offering of online services that fully comply with the law.

8.2 AKO's Responsibilities

AKO will not be liable for the event of fraud, identity theft or any other criminal offence neither for the event of an attack to personal image or intimacy held against third-parties, committed by Users through the Application.

In general, AKO will not be liable for the information exposed by Users neither for its accuracy, authenticity or truthfulness, given directly or through other subscription procedures.

AKO may retain all content that may relate to legal infractions and further it to the appropriate authorities. Likewise, it will keep the data belonging to dismissed users in compliance with current regulations regarding the protection of personal data or any regulations that may be applicable.

AKO does not guarantee that the Services will work in the event of interruption of the user's Internet access or in the event of non-functioning or poor access conditions caused by the Internet network clogging as well as for any other reason of force majeure, not imputable to AKO or its suppliers.

To the extent permitted by law, AKO will not be liable under any circumstances for damage resulting from loss of money savings, efficiency, benefits or loss of data as a result of the use of the Application.

The Application, as well as the result and the information generated by it, will not be substitute to technical assistance. verification of the correct functioning of the Applications will be the user's responsibility, it will not constitute promise and the data

or analysis it provides should not be understood as reliable. AKO will be exempt from all liability regarding guarantee and conditions for the Application, whether these are explicit, implicit or legal, including, but not limited to, purchase conditions, quality of suitability for a specific purpose, reliability and respect for the rights of third parties. AKO does not guarantee that the Application meets user needs or that its operation is flawless or error free.

Article 9: privacy policy and user data protection

User's privacy is very important to AKO.

Spanish legislation is applicable to this contract in terms of data protection. That is because Spain is the country where the data-file's responsible is established.

9.1 Legislation in force regarding data protection

All users hold the right to access, amend, oppose, limit and, where appropriate, the right for portability or cancellation of all their personal data stored by AKO. To proceed, Users must send a written request to the e-mail: rgpd@ako.es or to the address AV. Roquetes 30-38. 08812, Sant Pere de Ribes, Barcelona, mentioning as subject: "RGPD, Affected Rights". Users in request must attach a photocopy of an ID Card or valid identity document, as bound by law.

By accepting the content of these General User's Conditions, the User grants AKO express consent for the processing of all the personal data provided.

The personal data obtained will be exclusively used by AKO within the framework of this contract.

The user authorizes whoever is responsible of the personal data filing to carry out the processing of the data provided by him or her as well as agreeing to any data transfer to companies linked to the Group. Please read witch companies are AKO partners and other information regarding AKO's Protection Policy, following link:

<https://www.ako.com/es/legal/privacidad>

9.2 Consent to the usage of data

By installing and using the Application, you are agreeing to the collection, use, recording and filing of all the information related to your refrigeration and gas leak detection requirements, user settings, software and equipment attributes, IP addresses, location, errors of connection and interaction. AKO will use this information to improve the default settings and performance of the Application.

Article 10: intellectual property

10.1 Rights of the application

All logos, graphics, photographs, animations, videos and texts that appear in the Application as well as all those elements necessary for the operation of it - architecture, design, code pages, CSS pages and any other element – must not be reproduced, used or represented by any means or any technical way, without express authorization granted by AKO. By acting otherwise, appropriate legal actions will be taken.

User's right of use granted by AKO is strictly limited to their private and personal scope within the framework of the subscribed contract and only throughout its duration. Further use is strictly prohibited without the appropriate authorization by AKO.

It is forbidden for all users to modify, copy, reproduce, discard, spread, transmit, exploit for commercial purposes and /or distribute in any way or form AKO's services, the Application's pages or the computer codes of any element property of the holder.

AKO, as well as all other AKO trademarks, graphics and logos, are legally registered trademarks property of AKO. The user is not entitled to any right or license over these trademarks.

Article 11. Photos

Once registered in the Application, users will be able to publish a profile picture. Users will be able to modify it at any time.

Nude photos are strictly prohibited. Any photographs or pictures regarding any sexual content will lead to immediate suspension of the Account or to the termination of the contract and will be take in consideration as a serious offence.

Article 12: third-party components

The application can incorporate certain open source or royalty free components which may have their own copyright and license conditions. If these third-party licenses grant the user the rights to use, copy or modify that component to a different extent than the one stated in this agreement, those rights will prevail over the rights and restrictions listed in this agreement, solely and exclusively for those third-party components.

Article 13: reverse engineering

The user agrees to not disassemble, decompile, reverse engineer or attempt in any way to obtain access to the source code of any application property of AKO.

Article 14: changes in the general conditions of use terms

AKO reserves the right to change, at any time and without previous notice, these terms and conditions to adapt them to new legislation or jurisprudence or practices in the economy, considering all the legitimate interests of Users. All Users should periodically check these conditions, terms and policies in order to ensure the existence of any alterations, searching for the date of the last update. Any changes adopted by AKO are without prejudice of the non-alteration to the contracts that may already be subscribed.

Article 15: applicable law

By the means of law implemented by Article 23 of Law 34/2002, July 11, about Services of the Information Society and Electronic Commerce, contracts like the present, concluded electronically, will come fully into force and are approved by the legislation if they are provided with the User's express consent and all other formalities required for validity.

These registry conditions are available to all AKO users free of charge. Access to the Registry process is completely free, without any additional associated cost, other than the customer's own internet connection.

It is considered that the contract comes into force as soon as the registrant clicks the "Accept" button, having understood all the follow-up stages in the procedure and the correct filling of all the requested data appending the final express consent of all Terms & Conditions that will be taken as a clear demonstration of the client's will to accept all these Terms & Conditions present in the contract. AKO, as a service provider of the information society, will store in a durable support the electronic document in which this contract is formalized. This electronic document will be made accessible to the user through the link provided in the confirmation email, which may be printed.

Article 16: competent jurisdiction

For the resolution of disputes or issues related to the present General Terms & Conditions, Spanish legislation shall be applicable, and it will be subject to Spanish jurisdiction.

Article 17: partial nullity

If any given Term Clause in our General Terms & Conditions Contract is declared null or void by application of a law or regulation or by a competent authority, the clause will not be further considered. Nevertheless, the contract will stay fully in force between the parties regarding all the other Term Clauses and will be decoded in accordance with the contractual will expressed by the parties in this document.

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We reserve the right to supply materials that might vary slightly to those described in our Technical Sheets. Updated information is available on our website.