

Registration conditions to the akonet.cloud platform

The Akonet.Cloud platform 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

If you are not the legal User of the entity in whose name you access the services of Akonet.Cloud, or do not have the legal authority to represent it in a binding manner, you must refrain from continuing with the Account registration process.

AKO ELECTROMECÁNICA, SAL, reserves the right to verify the identity of the registered User by checking the data entered during the registration process and will proceed to remove any User Account from the system if it's determined to be false or inappropriate, abusive or offensive.

Please read the terms of service provided herein carefully, as they represent the terms which govern the use of AKO Electromecánica, S.A.L. Akonet.Cloud Platforms 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 AKonet.Cloud Platform or 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 Akonet.Cloud Platforms without restriction.

Services: Referred to all the free services available to our Akonet.Cloud Platforms Users.

Akonet.Cloud Platform: Akonet.Cloud Platforms AKO CAMM FIT, AKO CAMM TOOL available at Google Play & at Apple Store.

Administrator owner of the Account: Internet User over 18 years of age who has accepted the present Terms & Contract conditions and will be held responsible for any action taken on the Akonet.Cloud Account, enabled by him or by any additional registered User to whom he has granted the access permissions.

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

Article 1: Purpose & Contract Formation

Access to the Akonet.Cloud platform is only allowed to Registered Users. Its purpose is to provide a space in the Cloud where to record, process and store parameterized information, transmitted to the User's Account through the connected AKONET EDGE and AKO compatible equipment.

By accepting this contract, AKO grants to the User a non-exclusive limited license that is non-transferable, World Wide and copyright free for installation and usage of the AKonet.Cloud platform.

To become a registered User, all Users must follow our registry procedure that is accessible within the starting screen of the Akonet.Cloud Platform.

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

The language of this contract is English.

Article 2. Access Conditions

2.1. Requirements to become a User

To become User of the AKonet.Cloud platform, 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:

- Deny 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 nº4.

2.2. Akonet.Cloud Account Activation Process

You can set up an Akonet.Cloud Account by accessing the AKonet.Cloud platform through the Website: www.akonet.cloud, following the step-by-step instructions indicated.

Once the registration procedure has been successfully completed, which will always require acceptance of all the Terms and conditions of Service, the Akonet.Cloud Account holder will become a Registered User of the Platform as well as Administrator owner of the new Account created. However, the Akonet.Cloud Account will remain on standby mode and the Registered User will not be able to use the services until a valid license is linked to that Akonet.Cloud Account and the User is recognized by the system as the legal holder of such license.

The Akonet.Cloud Account is personal and must only be used by the Administrator who owns it and/or by the additional Registered Users to whom the Account Administrator has granted permission. The Registered User will be responsible for providing true, accurate and complete information when creating his Akonet.Cloud profile and for updating it by using the Registration Form. It is strictly forbidden for the Registered User: to select or use as a Username a name subject to the rights of another person without proper authorization, to use the name of a company or enter any data regarding that company without legal authorization to do so, to use the name or impersonate another person or to create confusion regarding identity, to use a name that may be offensive, inappropriate or obscene, to use the User's Account or registry information of someone else to illegitimately obtain the Akonet.Cloud services

All Registered Users must guarantee the security and confidentiality of their Akonet.Cloud Account password and any other information regarding login. If any of the mentioned information becomes lost or stolen, the User must immediately notify our technical support and could be made responsible for all the activities carried out on such Account, including all costs, fees, liabilities or damage which may be incurred through the illegitimate access to the User's Account.

In the event of lost or stolen login data, AKO's technical support may require a test in order to verify the ownership of the Akonet.Cloud Account before providing a credential reset service.

By linking an Email address to the Akonet.Cloud Account, the administrator and any additional User that may be registered to such Account, give express consent to receive electronic messages from AKO electromecánica, S.A.L., to that address. The messages sent will be related to the User's Account and to any license linked to it. Likewise, the Administrator and any additional User that may be registered to the same Account, grant express consent to receive information, notices, disclosures and other electronic communications from AKO electromecánica, S.A.L., complying with the legal requirements for such messaging. The acceptance of this agreement implies the express and unmistakable acceptance by the User of all the above.

2.3 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: akonet.cloud platform 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.

Article 5: user obligations and responsibilities

5.1 User's Obligations

When signing up for Services, Users commit:

- 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 Akonet.Cloud Platform.
- 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 Akonet.Cloud platform.

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 Akonet.Cloud platform 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't 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 Akonet.Cloud Platforms, including any fees from operator network or roaming. Please address your network service provider for details in this regard.

Article 7: language

It's possible that some of the content within the Akonet.Cloud Platform is not available 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 Akonet.Cloud Platform.

In general, AKO will not be liable for the information exposed by Users either 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 Akonet.Cloud Platform.

The Akonet.Cloud Platform, 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 Akonet.Cloud Platforms 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 Akonet.Cloud Platform, 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 Akonet.Cloud Platform 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 and for that reason we invest many resources in order to protect our systems.

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/en/legal/privacidad>

9.2 Consent to the usage of data

By installing and using the Akonet.Cloud Platform, 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 Akonet.Cloud Platform.

Article 10: intellectual property

10.1 Rights of the Akonet.Cloud Platform

All logos, graphics, photographs, animations, videos and texts that appear in the Akonet.Cloud Platform 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 Akonet.Cloud Platform'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 Akonet.Cloud Platform, 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 Akonet.Cloud Platform 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 Akonet.Cloud Platform 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 law, regulation or 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.