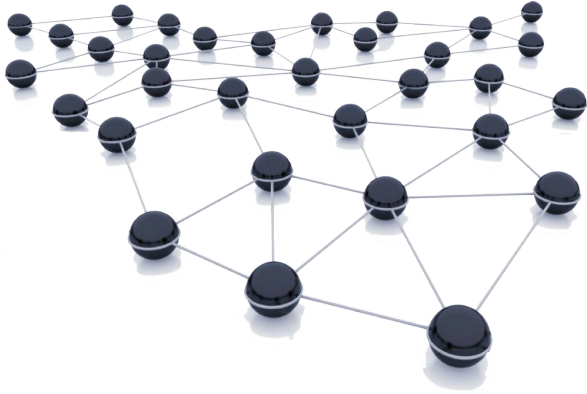


# LIBELIUM 's Terms and Conditions of Sale and Use for MySignals Products



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Thank you for buying our products. By buying any MySignal 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 c/ Escatrón 16 (Edificio LIBELIUM), 50014 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.

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## 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 consumption.

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 and User's Handbooks.

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

h) "Intellectual Property Rights" shall include but not to be limited to proprietary rights, know-how, software, algorithms, binaries, codes, trademarks, 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 and the Documents.

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

n) "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 a thirty (30) calendar day term as from the day 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.

## 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 be a down payment 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 forwarded to LIBELIUM in writing, either by fax or email. LIBELIUM shall issue a pro forma invoice which shall be signed and stamped in acceptance by Customer/OEM Customer and submitted to LIBELIUM.

LIBELIUM may reject or cancel any pending order, whenever there are pending 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® 2010). 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.



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## 13. Warranty

LIBELIUM guarantees that Products comply with the specifications contained in its offers for a period of one (1) year from the date of the invoice, provided that they are handled, shipped, stored and used according to the instructions to be found in the respective User's Handbooks. Therefore, LIBELIUM shall assume liability only for such non-conformities and defects which are proved to have been caused by actions or negligence committed before Products were delivered to the first carrier.

Customer/OEM Customer shall check deliveries immediately after reception at destination and shall inform LIBELIUM in writing about any non-conformity attributable to LIBELIUM. After seven (7) days from reception at destination, Customer/OEM Customer shall not be entitled to bring any claim or complaint regarding qualitative shortcomings and such defects or non-conformities which should have been noticed in the inspection and LIBELIUM shall not be obliged to accept return of such Products. Claims for any hidden defects or non-conformities must be made to LIBELIUM in writing within thirty (30) days after Customer/OEM Customer learned of the defect, and in any event within the one (1) year term from the date of the invoice.

Provided that claims are made within the above time limits and form requirements and the claim is found justifiable, LIBELIUM shall remedy the defect, non-conformity or shortcoming at no additional cost to Customer/OEM Customer, choosing at its discretion to provide the remedy either through replacing or amending the non-conforming Product. Replacement Products may be either new or equivalent in performance to new. LIBELIUM does not warrant 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.

If You claim your Product to be non-conforming, please contact our After Sales Service through our website: <http://www.libelium.com/support>. Repair service can be obtained by sending your defective product to LIBELIUM (shipping costs pre-paid by You), according to the instructions to be found in our website. Some of our Products are protected with a safety seal and by removing this seal, whenever it happens, You are waiving this warranty.

LIBELIUM's warranty covers the repairs (manpower and materials) of each manufacturing defect that may obstruct the right operation of the Product. The replacement of any component or damaged equipment does not mean an extension of the guarantee period. If the Product is found upon examination by LIBELIUM to be defective, LIBELIUM shall bear shipping costs incurred in returning the Product to Customer as well as all costs involved in LIBELIUM's examination of the Product. If the Product is found upon examination by LIBELIUM to not be defective, Customer shall bear shipping costs incurred in returning the Product to Customer.

LIBELIUM may, at its discretion, demand the Product claimed to be defective or non-conforming to be either returned or inspected or tested by an independent third party acceptable to LIBELIUM. OEM Customer shall arrange such returning, inspections or tests at LIBELIUM's request and the latter shall reimburse all reasonable expenses incurred in the returning, inspections or tests.

LIBELIUM shall assume no responsibility for any liabilities arising in connection with the use of the Products against or not in accordance with any instructions given or for other purposes than those for which they have been intended.

LIBELIUM assumes no liability in case the non-conforming Products have been handled, amended or altered in any way by a third party other than LIBELIUM or its authorized After Sales Service.

This warranty is in lieu of all other warranties, expressed or implied, and no representative or person is authorized to assume on behalf of 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 and End User is as set forth above. No claims based on product liability shall be accepted by LIBELIUM in cases different than the ones established in the preceding paragraphs.

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.

Except as herein expressly stated, Products are provided "as is" and there are no warranties, express or implied, by operation of law or otherwise, made or authorized to be made with respect to any Products furnished hereunder. LIBELIUM disclaims any implied warranty of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement.

LIBELIUM assumes no liability for outages or defects in power, telecommunications, computers, Smart Devices, third party software, platforms or servers, or any other impact outside of LIBELIUM's direct control.

Customer/OEM Customer is responsible and liable to End User for any warranty given in excess of the warranty provisions set forth herein and shall indemnify and hold LIBELIUM harmless for any unauthorized warranty provided by OEM Customer.

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

- a) any warranties or representations concerning the Products, either expressed or implied, made by OEM Customer or its employees, which are beyond LIBELIUM's Warranty Policy;
- b) any distribution or sale of the Products by OEM Customer or its employees for a purpose or application that has not expressly been agreed upon by LIBELIUM;
- c) any alteration of the Products by OEM Customer or its employees that has not expressly been agreed upon by LIBELIUM;
- d) failure by OEM Customer or its employees to maintain the Products in saleable condition;
- e) any fault made by OEM Customer or its employees during checking, testing or embedding of the Products;
- f) any action brought against LIBELIUM by OEM Customer's employees.
- g) any claim brought by 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 OEM Customer.

To the extent permitted by law, LIBELIUM's liability under this warranty is limited to a global amount of one million Euro (1.000.000,00 €) for personal injury and material damages.

## **13.1. Hardware**

Any replacement hardware component must be an original product supplied by LIBELIUM, otherwise the warranty will become null and void.

## **13.2. Software**

LIBELIUM hereby waives any warranty concerning software developed by third suppliers. Access to such software is solely provided to facilitate operation of Products by Customers and to these effects, Customers must check and accept the Terms and Conditions of Use of each software supplier. Software adapted or developed by LIBELIUM for Products is offered "as is", without any express or implied warranty. LIBELIUM hereby advice Customers 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.).

## **13.3. Product Certification**

Products count on the certifications disclosed on [www.libelium.com/certifications](http://www.libelium.com/certifications) only, which are permanently being updated. It is the Customer/OEM Customer's responsibility to check whether the Products can be imported and resold in the intended country of destination.

## **13.4. Product Return**

LIBELIUM shall not accept any Product return except under a warranty claim in the terms expressed above.

## **13.5. 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 usage.

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## 14. Liability waiver

Notwithstanding other liability waivers contained in section 13 of these T&C, LIBELIUM's warranty does not apply to non-conformities, defects, personal injuries or death resulting from:

- a) improper or inadequate maintenance or calibration;
- b) software, interfacing, parts, or supplies not supplied by LIBELIUM;
- c) unauthorized modification or misuse;
- d) operation outside of the published environmental specifications for the Products;
- e) improper storage, site preparation, wrong installation or maintenance;
- f) replacement of any component by the Customer or any third party other than LIBELIUM's After Sales Service;
- g) damaged materials or parts as a result of normal wear and tear;
- h) faulty performance of the products in which the Products are embedded by an OEM Customer;
- i) non-conformities resulting from action or negligence committed after the Products were delivered to the first carrier.
- j) non-performance or faulty performance of the Products as a result of radio-frequency use restrictions or power broadcasting restrictions in any given country;
- k) specific product certifications required in any given country.
- l) inadequate Product voltage selection by Customer/End Customer.

## 15. 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, 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.

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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.

## 16. Intellectual property

MySignals names, designs and logos are a trademark of LIBELIUM ("the **Trademark**").

Products are protected by intellectual property rights belonging to LIBELIUM.

Nothing in the Documents or in these T&C shall be construed as to grant Customers a license or any other right on LIBELIUM's trademarks, patents or other Intellectual Property rights. Customers are not permitted to copy, modify or use the Trademarks without the prior written consent of LIBELIUM. Any other trademark that may appear in the Documents are the property of their owners.

Customers/ OEM Customers shall refrain from incurring in any action that may obstruct the granting of pending patents or any other intellectual property right for which LIBELIUM may have applied.

The design and source codes in LIBELIUM's websites, as well as any logo, trademark, trade name and any other symbols in them belong to LIBELIUM or its suppliers and customers and are protected under the corresponding intellectual property regulations. Any use, reproduction, distribution, broadcasting, public disclosure, transformation or any other similar activity is prohibited unless LIBELIUM's or their owners' prior written consent is obtained.

The contents in LIBELIUM's websites are also protected by LIBELIUM's or its suppliers' intellectual property 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 is expressly prohibited. Any other use of the contents of LIBELIUM's websites requires LIBELIUM's express written consent.

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## SECTION III. PRIVACY POLICY AND DATA PROTECTION

### 17. Privacy policy

#### 17.1. Privacy policy

When YOU use LIBELIUM's websites, YOU consent to the use of your personal information by us in the manner specified in this Privacy Policy. This Policy may change periodically, so YOU should check back from time to time.

To the best of LIBELIUM's knowledge, YOU may visit LIBELIUM's websites without disclosing your identity, nor any personal data, unless YOU voluntarily choose to submit or otherwise disclose such information to us by filling out the contact form on the Contacts page of our website. LIBELIUM's servers may only collect domain names and IP addresses but not email addresses of their visitors. This kind of information is used to elaborate reports on visit statistics, the time spent in the websites, websites accessed, the general origin of visitors (through "Favourites", search engines, links from other websites, etc.) to the sole purposes of getting information on how the websites are used and improving their contents and services.

#### 17.2. Linked sites

LIBELIUM's websites may provide links to other sites but LIBELIUM assumes no liability on the privacy policies adopted by the linked sites, directly or indirectly. Links to other sites are provided as a suggestion only and do not imply LIBELIUM's warranty or liability concerning their quality, accuracy or contents of the information provided therein.

LIBELIUM does not warrant the veracity or accuracy of the information disclosed by suppliers or other third parties whose products or services are offered through LIBELIUM's websites, their origin, ownership or the use or practical implementation thereof by Users.

### 18. Data Protection

#### 18.1. Applicable Law

To comply with the provisions in Spanish Data Protection Act and implementing Regulations, You are hereby informed that any personal data supplied shall be recorded in a file named "Customers"; furthermore, any personal data sent to the Cloud Site shall be recorded in a file named "MySignals". LIBELIUM is responsible for both files, the file "Customers" being located at LIBELIUM's registered address and the file "MySignals" being located at a server in the European Union. Both files have been registered with the Spanish General Registry for Data Protection (*Registro General de Protección de Datos de la Agencia Española de Protección de Datos*).

#### 18.2. Use of personal data and Content

The aim of LIBELIUM's data collection is: (a) to provide You access to LIBELIUM's marketplaces, Products and services; (b) to respond to Your requests for information; (c) to send You information on LIBELIUM's Products and services; (d) to allow those of our partners who help us provide and improve our Products and Data Services, send You tailored information on related products or services; (e) for R&D purposes allowing LIBELIUM develop new products and services or improve the existing ones; and (f) if applicable, to consider Your application for employment with us.

By providing Your personal data to LIBELIUM, You consent: (i) to receive promotional offers from LIBELIUM, its partners, services suppliers and commercial network; (ii) to LIBELIUM's sharing your non-personally identifiable information publicly and with our partners, like publishers, advertisers, developers, customers or connected sites.

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Our Data Services allow You to store or share Your Content, which remains Your property and You are solely responsible for it. 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.

To protect Your Content, keep your password to the Cloud Site confidential. You are responsible for the Content you upload specially if there is 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.

### **18.3. Exercise of User/Customer rights**

By providing any personal data, You consent the processing of Your personal data according to the provisions in these T&C. All personal data collected shall be processed by using the security measures requested by Law to avoid their loss, damage or access by any unauthorised third party. User may nevertheless be aware of the fact that the existing security measures for computer systems on the Internet are not entirely trustworthy. Should YOU think that your email address has been disclosed to us without your consent, do not hesitate to inform us thereof. YOU may, at any time, exercise Your rights of access, rectification, update, cancellation and objection, as well as revoke the consent granted for all of any of the above-mentioned processing, by sending an email to: [lopd@libelium.com](mailto:lopd@libelium.com).

To exercise the above-mentioned rights YOU must indicate your name, ID/passport number, full address, date and signature, including any document supporting your request, in case it is needed; a copy of your ID card/passport must be enclosed, unless you use an electronic signature. YOU shall be liable for the veracity of data provided. YOU shall assume all liability for direct or consequential damages arising out of or in connection with the provision of false, inaccurate, incomplete or non-updated data, or for the provision of third parties' personal data without their express consent.

Furthermore, LIBELIUM reserves its right to exclude from Data Services any Customer having provided false data or failing to comply with these T&C, notwithstanding any other legal action to which LIBELIUM may be entitled. LIBELIUM reserves its right to modify its Privacy Policy or these T&C to adapt them to the regulations in force or for any other reason. Provided that the use of LIBELIUM's websites shall be deemed as User's acceptance of LIBELIUM's Privacy Policy and T&C, User/Customer are hereby requested to check these T&C and any further amendments from time to time.

### **18.4. Conversation Recording**

LIBELIUM may record any or all telephone conversations with You and store them in the above-mentioned "Customers" file. By phoning to LIBELIUM's customer service telephone numbers You consent to the recording of these conversations.

### **18.5. 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 Products or any derivative work thereof.

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## 18.6. 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 to the effects of European Regulations on Data Protection. 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.

## 18.7. Security Measures

LIBELIUM has adopted the so-called "High level security measures" under Spanish Data Protection regulations to process personal data recorded in the "MySignals" file. Customers/OEM Customers shall be responsible for adopting similar high level security measures for processing any End User personal data gathered through the Products.

# 19. Governing Law and Dispute Settlement

## 19.1. Governing Law

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

## 19.2. 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.

## 19.3. 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.