

Terms of Service

Updated January 27th, 2022

1. General

These Terms of Service ("Terms of Service" or "Terms"), including our [Privacy Policy](#), and [Cookie Policy](#) referred to herein as Agreement ("Agreement"), define the terms and conditions which govern your use of Newland services. Newland provides a device management service offered through [ndevor.net](#) or other web site, associated links and/or any other online communication method or offline software components ("Service"). Service also includes updates and upgrades as well as accompanying manual(s), packaging and other written files, electronic or online materials, documentation and user interfaces, and any and all copies of such software and its materials.

This is a legal agreement between Newland Europe B.V. (Rolweg 25, 4104 AV Culemburg, The Netherlands, Trade Register Number 17109876 and/or one its affiliates, each "Newland") and you or the legal entity you represent as a user of the Services ("Customer", "Partner" or "You"). If you sign up for Newland Ndevor on behalf of a company or other entity, you represent and warrant that you have the authority to accept this Agreement on behalf of said company or other entity.

If you have any questions about our Terms, please [contact us](#).

BY CREATING A NDEVOR ACCOUNT, ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

2. Term

This Agreement shall enter into force when you register as a user of the Service and shall continue as long as you use the Service ("Term").

3. Modifications to Agreement

Newland is entitled, at its sole discretion, to amend this Agreement at any time. Newland will notify You of any changes Newland considers material through the Service or by e-mail. Your continued use of the Service after such notice shall be deemed an acceptance of any changes.

4. Provision of the Service

a) **Use of the Service.** Subject to Your acceptance of and compliance with this Agreement, Newland grants You a personal, limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to use the Service solely for Your internal use within Your organization as intended by Newland.

b) **Modifications to Service.** Newland reserves the right to modify the Service or any part or element thereof from time to time without prior notice. As applicable, Customer may be notified of such modifications when logging in to the Service. If

Customer does not accept the modification, Customer shall notify Newland before the effective date of the modification, and this Agreement will terminate on the effective date of the modification. Otherwise, the modifications shall be deemed accepted by Customer's continued use of the Service, or any part or element thereof after effective date of modifications. Customer is responsible at its own cost to carry out any changes to its own software or devices which are necessary for the proper use of the modified Service.

c) **Availability of Service.** Newland will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Newland shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Newland's reasonable control, including, for example, changes in the regulatory environment or act of government, fire, earthquake, act of terror, strike or other labor problem, disturbances to public communications networks, power outages, Internet service provider failure or delay, or denial of service attack.

Newland has the right to suspend or terminate the Service, parts of the Service, or certain features of the Service at its sole discretion. Newland aims to notify a reasonable time in advance about any suspensions or termination of the Service.

d) **Technical Support.** Newland shall provide reasonable technical support to Partners and its authorized users.

5. Using the Service

a) **Eligibility.** In order to use the Service, you must:

1. Complete the registration process.
2. Be at least eighteen (18) years old and able to enter into contracts.
3. Agree to the Terms, Privacy Policy, Data Processing and Cookie Policy Agreement.
4. Provide true, complete, and up to date contact information.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you will not use the Service in a way that violates any laws or regulations. The Service is not intended for consumer use.

b) **Login name and password.** The use of the Service requires a login name (which must be a valid email address) and a password. You are responsible for keeping your login name and password confidential. You are also responsible for any login names that you have access to, whether or not you authorized the use. You will immediately notify us of any unauthorized use of your login names. We are not responsible for any losses due to stolen or hacked passwords. We do not have access to your current password.

c) **Fees.** The device management system is offered from Newland for use free of charge.

d) **Restrictions.** You agree not to use the Service in a manner or otherwise submit any material, that (a) violate any Intellectual Property Rights, privacy, publicity, or any

other rights of others; or (b) would be obscene, indecent, discriminatory, abusive, defamatory or illegal, or violate good manner. You are solely responsible for any material You submit to the Service and the consequences of its transmission.

You may not use inappropriate language or offensive expressions while using the Service. You shall also use the Service in a manner that does not cause harm to Newland, other users, or third parties. If Newland receives a notice claiming that You have submitted afore-described material, Newland is entitled to remove such material or prevent its use without notice.

Except as specifically allowed in this Agreement, You are not entitled to use, copy, reproduce, republish, store, modify, transfer, display, encode, transmit, distribute, lease, license, sell, rent, lend, convey, upload, or otherwise transfer, assign or make publicly available your account, the Service, a part thereof or the material contained therein in any way. You are not entitled to adapt, translate, reverse engineer, decompile, disassemble or attempt to discover the source code, underlying ideas, algorithms, methods, techniques, file formats or programming interfaces of, or create derivative works from the Service or any part thereof, except to the extent expressly permitted herein or under applicable law. You are not entitled to remove, modify, hide, obscure, disable or modify any copyright, trademark, or other proprietary rights notices, marks, labels, or any other branding elements contained on or within the Services, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material, or misrepresent the source of ownership of the Services.

No devices or connections necessary for the use of the Service are provided subject to this Agreement. You are responsible for purchasing, maintaining, and updating such devices and connections (including data security) and for any costs related thereto.

6. Processing of Personal Data

Newland does not own, control, or direct the use of any of the Customer Data stored or processed by a Customer or User via the Service. Only the Customer or User is entitled to access, retrieve, and direct the use of such Customer Data.

Because Newland does not collect or define the use of any Personal Data contained in the Customer Data, and because it does not define the purposes for which such Personal Data is collected, the means of collecting such Personal Data, or the uses of such Personal Data, Newland is not acting in the capacity of data controller in terms of the European Union's General Data Protection Regulation (EU Regulation 2016/679, hereinafter "GDPR") and does not have the associated responsibilities under the GDPR. Newland shall therefore be considered as a processor on behalf of its Customer or User as to any Customer Data containing Personal Data that is subject to the requirements of the GDPR. Newland processing of the Customer's personal data shall be subject to the terms of the Data Processing Agreement in our Privacy Policy, which forms an integral part of this Agreement.

7. Privacy

Newland takes the privacy of its Customers very seriously. Please read the [Privacy Policy](#) carefully as they govern Newland's collection, use, storage and disclosure of Your personal data.

8. Intellectual Property Rights

Proprietary Rights Owned by Newland. Newland or its licensors shall own all rights, title, and interest in and to the Service as well as any material in or provided through the Service, including any copyright, patent, trademark, design right, trade secret, and any other intellectual property rights (hereinafter referred to as "Intellectual Property Rights"). You shall not receive any ownership rights by using the Service or for example by downloading material from or submitting material to the Service. Unless expressly authorized by mandatory legislation, the Services may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Newland. All rights not expressly granted to you herein are reserved by Miradore.

Newland and its partners shall have the right (but no obligation) to use any material, data, feedback, ideas, or any other information provided by You to, through or for the Service (including any numerical, video, and 4D data or any other features created in the Service) (hereinafter referred to as "Individual Material"). You grant Newland and its partners an unlimited, worldwide, perpetual, irrevocable royalty-free right and license to use, copy, amend, modify, translate, further develop, make derivative works and publish, display (publicly or otherwise), distribute, disclose, sell, resell, sublicense, perform, transmit, make available and communicate to the public and otherwise exploit in any manner whatsoever any such Individual Material or parts thereof in connection with the Service or the marketing thereof. The privacy and protection of Your personal data shall, however, remain subject to Privacy Policy.

Proprietary Rights Owned by You. You warrant that You have necessary and sufficient use rights to any and all content and material that You submit to the Service. You agree not to use or otherwise exploit such content and material on end-users, whose devices are managed using the Service, for any purpose without the express consent of the person who owns the right to such content and material. By using this Service, You represent that You have the right to gather and store this information and material in the Service and that you will process the personal data included in such material in accordance with applicable data privacy legislation.

9. Third-party Sites, Products and Services

The Service may contain applications and links to sites, which are owned or operated by third parties. Newland shall not be responsible for the content or for products or services offered by third parties. You are also aware that the individual applications or other material contained in the Service may include supplementary terms and conditions.

10. Liabilities and Limitations of Liability

The Service is provided on an “AS-IS” and “AS-AVAILABLE” basis without warranties of any kind. You acknowledge and agree that the use of the Service including any and all decisions made by You based on such use is at your own risk. Newland does not warrant that the Service will function without interruptions or error-free. Newland shall not be liable for the correctness, exhaustiveness, or reliability of the information or other material presented on the Service nor for the content or other features of the products or services offered on or conveyed through the Service. Newland hereby disclaims any and all express, implied, and statutory warranties, including, without limitation, any implied warranties of merchantability, non-infringement, satisfactory quality or fitness for a particular purpose, to the full extent such warranties may be disclaimed by law. Newland disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with or related to Your use of the Services.

You agree that, to the extent permitted by applicable law, Your sole and exclusive remedy for any problems or dissatisfaction with the Service, or any related third party application or content, is to stop using the Service or any related third party application or content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEWLAND, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, SUPPLIERS OR LICENSORS BE LIABLE FOR:

i. ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER MIRADORE HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE;

ii. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, THE SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY CONTENT BE MORE THAN LOWEST OF (A) THE ACTUAL PRICE PAID BY YOU TO NEWLAND FOR THE USE OF THE SERVICE OR (B) THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW.

Some aspects of this Section may not apply in some jurisdictions.

You shall be liable and agree to indemnify and hold Newland and its subsidiaries, affiliates, officers, agents, and employees harmless from and against all damages, costs, expenses, and liabilities which are caused by You or your unlawful behavior or infringement of this Agreement or Your violation of any rights of a third party through the use of the Service or content related thereto.

11. Applicable law and settlement of disputes

This Agreement and the contractual relation related thereto shall be governed by the Laws of the Netherlands, excluding its choice of law provisions. The United Nations

Convention for the International Sale of Goods shall not apply. Disputes arising out of this Agreement or the contractual relation related thereto will be attempted to be settled amicably. If no agreement is attained, the dispute shall be settled in the District Court of Gelderland, Netherlands as the first instance. By using the Service, You expressly waive the right to participate in a class action against Newland and its partners.

12. Export Control

Newland's products may be subject to export and re-export control laws and regulations. You agree to comply with all applicable export and re-export control laws and regulations. You represent that You are not named on any government list of persons or entities prohibited from receiving export and that You shall not access or use the Service in violation of any export embargo, prohibition, or restriction.

13. Assignment

Newland may assign this agreement in whole or in part to its parent, affiliate, or subsidiary company or in connection with a merger or business acquisition.

14. Notice of Breach of Security

Please read the [Privacy Policy](#) carefully as it governs Newland's policies of handling security breaches.

15. Termination

You or Newland may terminate this Agreement at any time and for any reason by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause.

If you do not log in to your account for 3 or more months, we may treat your account as "inactive" and the Agreement as expired.

Once the Agreement has been terminated or expired we may permanently delete the account and all the data associated with it if not otherwise agreed by the Parties.

If You or Newland terminate this Agreement, or if Newland suspends Your access to the Service, You agree that Newland shall have no liability or responsibility to You to the fullest extent permitted under applicable law.

Upon any termination of the Service or your account this Agreement will also terminate, but Section 5c (Fees), Section 8 (Intellectual Property Rights), Section 10 (Liabilities and limitations of liability), Section 11 (Applicable law and settlement of disputes) and Section 15 (Termination) shall continue to be effective after this Agreement has terminated.

16. Notices and Contacts

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing address below, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant Services administrator designated by you.

Newland Europe B.V.
Attn: Legal Notices
Rolweg 25
4104 AV Culemburg
The Netherlands