

## Terms of Service

Last updated: November 15, 2018

These Terms of Service ("Terms", "Terms of Service") govern your relationship with <http://www.sensor2web.com> website (the "Service") operated by RMONI wireless NV ("us", "we", or "our").

Please read these Terms of Service carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## Payments and cancellations

Sensor2web is a subscription based paid Service offered by Rmoni, either direct or via its resellers.

The service will be invoiced on a quarterly basis, for the next three months to come. The subscription amount will be based on the number of sensors linked to the account of the Customer on the last day of the previous month (independent of their online or offline status).

At the same time the sent alarm SMS will be invoiced for the past quarter.

Rmoni will automatically renew the Service at the end of the quarterly period, unless you cancel your Paid subscription before the end of this period via an email to our reseller. We will not refund any subscription fees already invoiced or paid to us.

Failure to pay the invoiced Services will lead –after a cooldown period- to a termination of the access to the Service and ultimately to deletion of the logged Data.

If you have purchased your Paid Subscription through a third party, your subscription is also subject to the terms of your agreement with that third party (in addition to these Terms). To cancel your subscription, you must cancel directly with that third party.

Rmoni may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Sensor2web Service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the

change by unsubscribing from the Sensor2web Service prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

### **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of RMONI wireless NV and its licensors. The Service is protected by copyright, trademark, and other laws of both the Belgium and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of RMONI wireless NV.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by RMONI wireless NV.

RMONI wireless NV has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that RMONI wireless NV shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Termination**

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

### **Limitation Of Liability**

In no event shall RMONI wireless NV, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express

or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

RMONI wireless NV its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us.