

## Terms of Use

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### PROHIBITED CONDUCT

You agree to use the App in accordance with the applicable laws and regulations. You are solely responsible for your conduct while accessing or using the App. In connection with your use of the App and the offered services, you will not:

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- Reverse engineer, decompile or disassemble any aspect of the App or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the App;
- Develop or use any third-party applications that interact with the App and the offered services without our prior written consent, including any scripts designed to scrape or extract data from the App;
- Interfere or attempt to interfere with any user or network, including by way of introducing a virus, overloading, "flooding" or crashing the system;

### TERMINATION

If you are in breach of any of these Terms, we reserve the right, in our sole discretion, to terminate your right to access or use of the App. We are not responsible for any loss, damage or harm related to your inability to access or use the App based on such termination.

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<sup>1</sup> LINK: <https://www.worldsensing.com/privacy-policy/>

## **WARRANTY AND LIABILITY**

We endeavour to provide the best service we can, but you understand and agree that the App service is provided “As Is” and “As Available”, without express or implied warranty or condition of any kind. Worldsensing will not be liable for any indirect, incidental, special, consequential damages, or any loss of profits, or any loss of revenues, or any loss of data or other intangible losses resulting from the use of the App.

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## **MODIFICATION OF THE TERMS**

We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. For your convenience, we will post the amended Terms within the App. If you do not agree to the amended Terms, you must stop accessing and using the App.

## **INFORMATION COLLECTION AND USE**

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to Worldsensing. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third-party services that may collect information used to identify you.

Link to privacy policy of third-party service providers used by the app:

- Google Play Services
- Google Analytics for Firebase
- Firebase Crashlytics

## **LOG DATA**

We want to inform you that whenever you use our Service, in case of an error in the app we collect data and information (through third-party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

LAST UPDATE: 19<sup>th</sup> day of October, 2023.

## End-User License Agreement

This End-User License Agreement ("Agreement") is entered into by and between Worldsensing, ("Worldsensing"), with a registered address in Barcelona (Spain), at C/ Viriat, 47, 10th floor and assigned Tax Identification Code (CIF) B-64902208, and the end-user ("The Licensee") of **Worldsensing App** marketed by Worldsensing.

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7.2. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under the law, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party.

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## 10. UPGRADES AND PATCHES

10.1. Upgrades and patches are, as a rule, available under a separate and continuously valid fully paid maintenance agreement.

10.2. Upgrades and patches can also be made available to the Licensee at no additional cost. This decision is at the discretion of Worldensing.

## 11. NOTICES

11.1. All notices shall be in writing and sent by first class mail or overnight mail (or courier), or email, to the addresses indicated on the Order Form, or such other address as either party may

indicate by at least ten (10) days' prior written notice to the other party. Notices to Worldsensing shall be sent to the Department of Legal and Compliance (legal@worldsensing.com).

## 12. ASSIGNMENT

12.1. The Licensee may not assign this Agreement without the prior written consent of Worldsensing; provided that such consent shall not be required for assignment to a purchaser of all or substantially all of the assets or equity securities of Licensee who undertakes in writing to be bound by all the terms and conditions of this Agreement. Any prohibited assignment shall be null and void.

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## 14. APPLICABLE LAW AND JURISDICTION

14.1. The interpretation, validity and execution of this Agreement shall be governed by Spanish law, excluding the rules of private international law on applicable law and the rules on the international sale of goods (such as, for example, the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

14.2. For the resolution of any dispute or litigation in relation to this Agreement the parties shall expressly submit to the jurisdiction and jurisdiction of the Courts of Barcelona (Spain) waiving any other jurisdiction that may correspond to them.

## 15. DEFINITIONS

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LAST UPDATE: 19<sup>th</sup> day of October, 2023.



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#### **4. OPENING UP ACCESS TO SOURCE CODE**

4.1. Please contact the following e-mail for the access to the source code of OSS, when legally applicable: [legal@worldsensing.com](mailto:legal@worldsensing.com). We are not able to answer any further questions about source code.

LAST UPDATE: 19<sup>th</sup> day of October, 2023.