

TERMS OF USE FOR MANAGE MY SOFTENER

The present Terms of Use apply to the User (as defined hereafter) of Manage My Softener, developed by SUKO NV, a public limited company under Belgian law, having its registered office at Brouwerijstraat 14, 8680 Koekelare (Belgium) and registered with the legal entities register under number 0454.444.010 (hereafter "SUKO");

By accepting the present Terms of Use you (hereinafter the "User") declare to have read, understood and accepted these License Terms. If you are not a User pursuant to the Subscription to MANAGE MY SOFTENER, you are not authorized to use the MANAGE MY SOFTENER Application and you cannot agree to these Terms of Use.

1. DEFINITIONS

In the present Terms of Use the following words, whether used in single or plural, shall have the meaning as defined hereinafter:

Activation	the first registration by the Super User or User in the MANAGE MY SOFTENER Application;
Device / MMS Device	the hardware, being a water treatment or softener, which connects to the MANAGE MY SOFTENER Application;
Embedded Software	the software developed by SUKO or its sublicensors which is embedded in the MANAGE MY SOFTENER Device;
MMS or MMS Application	means the MANAGE MY STOFTENER application which is the web based application and every new version thereof, hosted by SUKO, connecting the Device and software platform and accessible by Super User after Subscription and acceptance of the License Terms and by User after acceptance of the Terms of Use;
Privacy Policy	the privacy policy which each User accepts upon first use of the MMS Application;
Subscription	the subscription by User to MMS;
Super User	the natural or legal person that subscribes to MMS as a professional installer, dealer or OEM-Manufacturer;;
Terms of Use	the terms of use for the MMS Application which each User accepts upon first use of the MMS Application by clicking the "I accept the <u>terms of use</u> ";
User	the user of an individual MMS Device who has access to the MMS Application for its Device and who has accepted the present Terms of Use;

2. USER ACCOUNT

- 2.1. The use of the MMS Application requires User to create an account. User agrees to provide, maintain and update true, accurate, current and complete information about itself as prompted by the registration processes. User agrees not to impersonate any person or entity or misrepresent User's identity or affiliation with any person or entity, including using another person's login, password or other account information, or another person's name.

3. LICENSE

- 3.1. Upon fulfilment by User of the present Terms of use, SUKO grants User, who accepts, a non-exclusive, non-transferable, and revocable right to use the MMS Application, MMS Device and Embedded Software for the term of the Subscription.
- 3.2. User shall use the MMS Application, MMS Device and Embedded Software only for personal use and purposes with all applicable laws.
- 3.3. User shall not have the right to license, sell, transfer or assign rights to access and/or use the MMS Application, MMS Device and Embedded Software or otherwise commercially exploit, nor shall User have the right to make the MMS Application, MSS Device and Embedded Software available to any third party other than Super Users or SUKO.
- 3.4. User agrees to respect any technical limitations integrated in the MSS Application, the Embedded Software and/or the MMS Device. The User may not work around such technical limitations.

4. MANAGE MY SOFTENER DEVICE

- 4.1. User can use the MANAGE MY SOFTENER Device solely for the purpose for which it is marketed by SUKO and according to the user limitations set by the SUKO or Super User. User shall not modify, translate, decompile, reverse engineer or otherwise manipulate the MMS Device.
- 4.2. As from Subscription, Super User shall be the sole party responsible for the MMS Device with regard to User. SUKO cannot be held liable, in any case whatsoever, for any cost, damage or loss occurring as a result of the use of the MMS Device after Subscription.

5. LOGIN AND PASSWORD

- 5.1. SUKO grants each User access to the MMS Application by providing a login and password. Each login and password is strictly personal and confidential. The User is responsible for the use and confidentiality of the login and password, as well as for all activities performed under the login.
- 5.2. User shall not pass on the login and password to third parties and shall not grant access to the MMS Applications to persons other than Super Users or SUKO.

6. RESPONSIBILITIES OF THE USER

- 6.1. User is responsible for all activity occurring under its account and guarantees that all requirements set by local, national and foreign laws, treaties and regulations are complied with.
- 6.2. User agrees to use the MMS Application in compliance to all applicable national laws.

- 6.3. User shall be responsible for the content uploaded on MMS Application and User warrants that the content is not unlawful, has not been obtained unlawfully and does not violate the rights of third parties.

User indemnifies SUKO against any claim by third parties, for whatever reason, in connection with the content. For the avoidance of doubt, User shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and intellectual property rights of the content.

- 6.4. User shall

- (i) immediately notify SUKO of any unauthorised use of any login, password or account or any other known or suspected breach of security;
- (ii) immediately report the unauthorised use to SUKO; and
- (iii) use reasonable efforts to stop any potential or actual infringement of the intellectual property rights in the MMS Application, MMS Device and Embedded Software.

7. AVAILABILITY

- 7.1. The MMS Application, Embedded Software and MMS Device are developed by SUKO or its sublicensors in accordance with the applicable standards in the industry. User expressly acknowledges having been fully informed of the characteristics of the MMS Application, Embedded Software and MMS Device and declares that SUKO has completely fulfilled its information obligations.
- 7.2. SUKO provides the MMS Application and Embedded Software “as is”, without any specific guarantee regarding the fitness for a specific purpose, the full time functioning and/or availability of MMS.
- 7.3. SUKO shall use its best efforts to make the MMS Application and Embedded Software available seven days per week, 24 hours per day. User however acknowledges and accepts that the MMS Application and Embedded Software or parts thereof can malfunction or become unavailable, without SUKO being able to be held liable for these interruptions and the possible consequences of them for Super User, User(s) or third parties.
- 7.4. In case of malfunction or unavailability, SUKO ensures to use its best efforts to resolve the malfunction or unavailability as soon as reasonably possible for SUKO.
- 7.5. The aforementioned guarantee does not apply in case of malfunctions or unavailability resulting from
- (i) a breach of the License Terms or Terms of Use;
 - (ii) a malfunctioning internet connection; or
 - (iii) an intervention by a third party without the prior, written and explicit consent of SUKO.

8. SUSPENSION OR WITHDRAWAL OF ACCESS

- 8.1. SUKO may suspend or fully withdraw the access to the MMS Application and Embedded Software at its sole discretion in whole or in part in the following circumstances:

- (i) if SUKO believes that the use by the User of the MMS Application and Embedded Software represents a direct or indirect security threat to SUKO, to the Super User or to third parties;
 - (ii) to the extent necessary to comply with legal requirements;
 - (iii) if User violates present Terms of Use; and/ or
 - (iv) if Super User violates provisions of the License Terms.
- 8.2. Any suspension of access pursuant to this section shall only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

9. DATA PROTECTION

- 9.1. User acknowledges that MMS can process personal data for the benefit of Super User or SUKO according to the Privacy Policy applicable to Users. Upon Subscription, the User unambiguously consents to the processing of personal data in accordance with SUKO' Privacy Policy.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. User acknowledges and accepts that (each part of) the MMS Application, MMS Device and Embedded Software are protected by intellectual property rights, which are the property of SUKO or its third party suppliers.
- 10.2. Nothing in these Terms of Use shall be construed as granting, or an undertaking to subsequently grant, to User any license, right, title or interest in the intellectual property rights, other than the license rights provided in article 3. User undertakes to fully respect and protect the exclusivity of those intellectual property rights.
- 10.3. Trademarks, logo's and product names related to the MMS Application, MMS Device and Embedded Software are the sole property of SUKO, Pollet group or its licensors. User is not permitted to use them without prior explicit and written consent of SUKO, Pollet group or its licensors.

11. CONFIDENTIALITY

- 11.1. Nor SUKO, nor the User shall disclose to third parties information that come to its attention when using MMS and which is confidential, or under the circumstances must be considered as confidential both during and after termination or expiry of the Subscription, and this for as long as the confidential information has a confidential status, with a minimum of ten (10) years after the termination or expiry of the Subscription.

12. WARRANTIES AND LIABILITY

- 12.1. User shall indemnify and hold harmless SUKO for any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including without being limited thereto all reasonable attorney's fees and costs) arising out of or in connection with
- (i) an alleged infringement of the rights of third parties due to the use of the MMS Application, MMS Device and Embedded Software; and/ or
 - (ii) any breach of these Terms of Use by User.

- 12.2. To the extent not prohibited by applicable law, SUKO shall in no event be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial or personal damages or losses, arising out of or related to User's use or inability to use the MMS Application, MMS Device and Embedded Software or any third party software or applications in conjunction with the MMS Application, MMS Device and Embedded Software.
- 12.3. SUKO does not exercise any control over the contents and the quality of the data processed by the User while using the MMS Application, Embedded Software and/or the MMS Device. SUKO cannot be held liable for the content of such data.
- 12.4. User expressly acknowledges and agrees that, to the extent permitted by applicable law, use of the MMS Application, MMS Device and Embedded Software through any Device is at User's sole risk.
- 12.5. User is aware that any connections to the Internet or other applications are not under the control of SUKO.

13. TERM AND TERMINATION

- 13.1. User has the right to access the MMS Application for the duration of the Subscription or until SUKO or the Super User decides to no longer grant access to the MMS Application.
- 13.2. These Terms of Use are effective until the Subscription has been terminated or expires or until the Super User decides to no longer grant access to the MMS Application.
- 13.3. The Subscription has an indefinite term and starts as of the date of the Activation. Each Party can terminate the Subscription on a monthly basis by giving a fifteen days notice or by deactivating the MMS Application or its account.
- 13.4. User's rights under these Terms of Use will terminate automatically or otherwise cease to be effective without notice from SUKO if User fails to comply with any term(s) of these Terms of Use. Upon the termination of these Terms of Use, User shall cease all use of the MMS Application. Other articles, such as articles 6, 9, 9.1, 10.2, 12, 14 and 15, shall survive any such termination.

14. MISCELLANEOUS

- 14.1. Unless specified otherwise, any notice by SUKO to User shall be given by e-mail to User's e-mail address as recorded in the account information in the MMS Application.
- 14.2. SUKO reserves the right to modify the Terms of Use at any time, effective upon posting an updated version of these Terms of Use on the MMS Application. Continued use of the MMS Application after notifying User of such updated version shall constitute User and Super User's consent to the updated version of this Terms of Use.

15. APPLICABLE LAW AND JURISDICTION

- 15.1. Present Terms of Use shall be solely governed (in form and substance) by and construed in accordance with the laws of Belgium.

15.2. Any dispute concerning the validity, interpretation or performance of the Terms of Use shall be finally and exclusively settled by the commercial court of Kortrijk (Belgium).

PRIVACY POLICY – USER**1. DEFINITIONS**

In the framework of present Privacy Policy the following words, both single and plural, shall have the meaning as defined hereinafter:

Device	the hardware, being a water treatment or softener, which connects to the MMS Application;
MMS or MMS Application	means the MANAGE MY STOFTENER Application which is the web based application and every new version thereof, hosted by SUKO, connecting the Device and software platform and accessible by Super User after Subscription and acceptance of the License Terms and by User after acceptance of the Terms of Use;
Super User	the natural or legal person that subscribes to MMS as a professional installer, dealer or OEM-Manufacturer;
User	the user who acquires access to the MMS Application, uses the Device and is being granted a login and password as a regular user;

2. GENERAL

This privacy policy governs the use of the MMS Application developed by SUKO NV a public limited company under Belgian law, having its registered office at Brouwerijstraat 14, 8680 Koekelare (Belgium) and registered with the legal entities register under number 0454.444.010 (hereafter “SUKO”).

MMS is a web based application which connect a Device and visualises data from the Device in accessible software platform. To log on to from any iOS, Android or computer device, SUKO developed a MMS Application for mobile and/or computer Devices.

This Privacy policy can be modified, e.g. as a result of new functionalities on the MMS Application that require the processing of personal data. We thus advise you to check this Privacy Policy regularly. Any major changes will be announced through the MMS Application.

This version of the Privacy Policy was modified on 22 April 2023.

3. WHEN DOES THIS PRIVACY POLICY APPLY?

This Privacy Policy applies to the processing of personal data of the User via the MMS Application or MMS Device.

4. WHO IS RESPONSIBLE FOR THE PROCESSING OF USER’S PERSONAL DATA?

SUKO is the party responsible for the processing of User’s personal data in the context of and solely for the purposes of the proper functioning of the MMS Application or MMS Device.

If Super User further processes User's personal data acquired by means of the MMS Application or MMS Device, Super User shall be the sole party responsible and liable for such additional processing activities. In such case, the Super User shall act as the controller of such processing. In any event, SUKO shall have no responsibility or liability regarding the additional processing of personal data by the Super User outside MMS.

5. FOR WHAT PURPOSES DOES SUKO PROCESS USER'S PERSONAL DATA?

5.1. In order to be able to communicate with the User and respond to questions

SUKO processes User's personal data when User, e.g. registers to the MMS Application, requests information about the MMS, has complaints or wishes to receive support services.

For this purpose SUKO can process data such as User's name, address, e-mail address, telephone number, preferred language, and the activities of the User on the MMS Application.

Depending on the individual case, these data are processed on the basis of User's unambiguous consent or on the basis of the performance of a contract to which User is a party.

5.2. In order to enable the User to use the functionalities of the MMS

SUKO processes User's personal data in order to enable the User to use the necessary functionalities of the MMS, such as information regarding the condition of User's MMS Device.

For this purpose SUKO can process data such as User's name, address, e-mail address, telephone number, preferred language, consumption and maintenance data of the MMS Device and the activities of the User on the MMS Application.

Depending on the individual case, these data are processed on the basis of User's unambiguous consent or on the basis of the performance of a contract to which User is a party.

5.3. For the technical and functional management of the MMS Application or, MMS Device

SUKO processes personal data for the technical and functional management of the MMS Application or MMS Device, in order to personalise the MMS Application and to ensure that the MMS Application is easy to use.

For this purpose, SUKO can process data such as User's IP address, the sections of the MMS Application the User visits, the browser and the Device the User uses, User's preferred language and the time and duration of User's visit. SUKO does this e.g. by using cookies. See also question 7: what cookies does SUKO use?

Depending on the individual case, these data are processed on the basis of User's unambiguous consent or on the basis of SUKO's legitimate interest in improving its MMS and protecting it against cyber-attacks and so on.

6. WHO HAS ACCESS TO USER'S PERSONAL DATA?

User's personal data is shared with Super User. Unless required by law or by court order, SUKO does not share User's personal data to any third party, nor to countries outside the European Economic Area.

SUKO is entitled to share certain data with external parties which perform services on behalf of SUKO in order to provide the correct functioning of the MMS Application or MSS Device, such as newsletter

services provider, IT-provider, hosting provider as well as any other service provider which act as data processors and therefore process the data on SUKO's behalf and instructions. These third parties are prohibited from using your personal data for their own commercial, promotional or any other purposes than those explicitly instructed for and they have to follow our express instructions and comply with appropriate security measures to protect your personal data.

7. WHAT COOKIES DOES SUKO USE?

Cookies are small text files that are installed by your browser. They contain information such as the language preference of the visitor, so that he or she does not have to enter this information again during a subsequent visit to the same website. Some cookies ensure that a website has a sharp graphic appearance, others that a website application works properly.

If you wish to block cookies, you can do so via your browser settings.

However, remember that, if you turn off cookies, certain graphic elements may not look as good, and you may not be able to use certain applications.

SUKO uses security cookies to ensure the security of the MMS Application.

8. WHAT ABOUT LINKS TO OTHER WEBSITES AND SOCIAL MEDIA?

The MMS Application may contain references (e.g. via hyperlinks) to other websites, which are offered by other companies or by social media. SUKO is not responsible for the processing of personal data via these websites, nor does this Privacy Policy apply to these websites.

If User shares content from the MMS Application via social media, User's personal data will be visible for the visitors of these social media. SUKO is not responsible for the processing of personal data through these social media, nor does this Privacy Policy apply to these social media.

9. HOW ARE USER'S PERSONAL DATA PROTECTED?

SUKO strives to protect User's personal data according to industry standards by means of technical and organisational measures, such as firewalls and secure servers.

10. CONTACT DETAILS IN ORDER TO EXERCISE USER'S RIGHTS?

User is entitled to request access - free of charge - to the personal data that are processed by the MMS Application or to have them corrected.

If the processing of your data is based on consent, User also has the right to withdraw his consent at any time, without this affecting the legitimacy of the processing done prior to the withdrawal of User's consent.

As for ordinary or further questions or complaints about the MMS or about this Privacy Policy, User can send the above request by e-mail to info@suko.be or by regular mail to the above-mentioned address. SUKO cannot process your request without proof of your identity.

If User feels that SUKO did not adequately respond, User is also entitled to file a complaint with a supervisory authority.