

LICENSE TERMS FOR MANAGE MY SOFTENER (MMS)

The present License Terms apply to the Super User (as defined hereafter) of Manage My Softener (MMS), 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 License Terms you (hereinafter the "Super User") declare to have read, understood and accepted these License Terms.

1. DEFINITIONS

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

Activation	the first registration by the Super 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;
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 Super User accepts upon first use of the MMS Application;
Subscription	the subscription by Super User linked to each MMS Device;
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 which is appointed by the Super User for acquiring access to the MMS Application and is being granted a login and password as a regular user and who has accepted the Terms of Use;

2. LICENSE

- 2.1. Under the terms and conditions of present License Terms, SUKO grants Super User a non-exclusive, non-transferable and revocable right to use the MMS Application for an unlimited number of users. Unless otherwise specified there shall be no license fee to be paid by Super User.

- 2.2. Nor the Super User, nor the User, shall have ownership rights in the intellectual property rights related to MMS. Ownership of all intellectual and other proprietary rights in the MMS Application remain with SUKO or its licensors at all times.
- 2.3. Super User has no right to copy, (sub)license, sell, assign, modify, adapt, translate, reverse engineer, decompile, disassemble, create derivate works or otherwise change the MMS Application and/or make it available to any third party, other than Users, without the prior, explicit and written approval of SUKO.

3. MANAGE MY SOFTENER APPLICATION AND SOFTWARE

- 3.1. The MMS Application and the related software are delivered on an “as is” basis and SUKO does not warrant these to be free from any bugs or errors. Super User undertakes to strictly comply with the License Terms as supplied herein in order to make sure that the MMS Application remain operational.
- 3.2. Super User can use the MMS Application solely for the purpose for which it is marketed by SUKO. Super User shall not decompile, reverse engineer or otherwise manipulate the MMS Application and related software.
- 3.3. SUKO may, at any time and for whatever reason, modify, amend or adapt the MMS Application at its sole discretion without any possibility for the Super User and User to object to such modifications, amendments or adaptations.
- 3.4. Super User acquires access to the MMS Application and related software by means of a password and a login. The Super User has full responsibility over the use of the password and login, either by a User or by the Super User, and shall not make the password and login available to third parties which are not Users.
- 3.5. SUKO is entitled at all times to refuse a Super User the access to the MMS Application or to withdraw the access rights of a Super User immediately without any prior notification if Super User does not respect the present License Terms, including but not limited to the non-fair use of the MMS Application or if its use endangers the proper functioning of the MMS Application.

4. LOGIN AND PASSWORD

- 4.1. SUKO grants Super User and its Users access to the MMS Application by providing a login and password.
- 4.2. Each login and password is strictly personal and confidential. Super User is entirely responsible for the use and confidentiality of the login and password, as well as for all activities performed under the login.
- 4.3. Super User takes all reasonable effort to make sure that Users shall not pass on their login and password to third parties and do not grant access to the MMS Application to persons other than Users.

5. USERS

- 5.1. Super User undertakes to ensure that all Users respect the Terms of Use. Super User shall remain fully liable for the strict observance of the Terms of Use by every User, and shall fully indemnify SUKO for all claims regarding the use by all Users of the MMS Application and related software.
- 5.2. Super User has the possibility at all times to add or withdraw Users.

- 5.3. SUKO is entitled at all times to refuse a Super User or User the access to the MMS Application or to withdraw a registration as a Super User or User at its sole discretion if (Super) User does not respect the Terms of Use or if its use endangers the proper functioning of MMS Application.

6. AVAILABILITY

- 6.1. The MMS Application and related software are developed by SUKO in accordance with the applicable standards in the industry. Super User expressly acknowledges having been fully informed of the characteristics of the MMS Application, related software and compatible devices and declares that SUKO has completely fulfilled its information obligations.
- 6.2. SUKO provides the MMS Application and related software “as is”, without any specific guarantee regarding the fitness for a specific purpose, the full time functioning and/or availability of the MMS Application.
- 6.3. SUKO shall use its best efforts to make the MMS Application and related software available seven days per week, 24 hours per day. Super User however acknowledges and accepts that the MMS Application and related 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.
- 6.4. 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.
- 6.5. The aforementioned guarantee does not apply in case of malfunctions or unavailability resulting from
- (i) a breach of present License Terms or User's Terms of Use;
 - (ii) non-observance by Super User of the minimum system requirements;
 - (iii) a malfunctioning internet connection; or
 - (iv) an intervention by a third party without the prior, written and explicit consent of SUKO.

7. DATA PROTECTION

- 7.1. Super User acknowledges that MMS processes personal data of the Users for the benefit of Super User according to the Privacy Policy applicable to Super Users. Upon Subscription, Super User unambiguously consents to the processing of personal data in accordance with SUKO's Privacy Policy.
- 7.2. Each Super User remains solely responsible and liable for all processing of personal data by means of MMS. Super User shall comply, at its own costs, with the relevant provisions of the Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) (hereafter the “GDPR”), including with any implementing regulations or other legislative instruments, any other applicable data protection legislation, guidelines and industry standards from time-to-time in force, in relation to the use and processing of personal data.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any intellectual, industrial or other property right relating to the MMS Application will remain the exclusive property of SUKO and/or its licensors.
- 8.2. The Subscription does not grant Super User and/or User any right to these intellectual property rights, except for the license as expressly provided by article 2 of present License Terms.
- 8.3. Super User and User undertake not to infringe the intellectual property rights or perform any other acts by which the intellectual property rights or the value of them could in any way be harmed or adversely affected. This means, without being exhaustive, that Super User and User shall not reproduce, multiply, modify, publish, translate, process, rent, exploit, or commercialise the MMS Application and related software.
- 8.4. Trademarks, logo's and product names related to the MMS Application or SUKO are the sole property of SUKO, Pollet group or its licensors. Super User is not permitted to use them without prior explicit and written consent of SUKO, the Pollet group or its licensors.

9. LIABILITY

- 9.1. Super User shall indemnify SUKO against any and all claims, causes of action, costs, damages, losses, liabilities and expenses of third parties concerning
 - A) the use by the Super User of the MMS Application and related software by Super User and/or User; and
 - B) the acts or neglect of Super User and User contrary to present License Terms or the Terms of Use. Super User shall inform SUKO immediately of any of such claims or causes.
- 9.2. Super User is aware that any connections to the Internet or other applications are not under the control of SUKO.
- 9.3. SUKO does not exercise any control over the contents and the quality of the data from Super User, obtained or processed by using the MMS Application, related Software and/or the MMS supported Device. SUKO cannot be held liable for the consequences of any defects in the contents or the quality of such data. SUKO cannot be held liable for the consequences of the bad functioning of systems from Super User or from any third party.
- 9.4. In any case, SUKO cannot be held liable for any consequential, incidental or indirect damage or loss as a result of the use of the MMS Application related software and/or, the MMS supported Device including but not limited to any loss of clientele, data, profit, income, turnover or any other financial or commercial losses.

10. CONFIDENTIALITY

- 10.1. Nor SUKO, nor Super User shall disclose to third parties information that comes to its attention in the context of the Subscription 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.

11. TERMINATION

- 11.1. 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.

12. MISCELLANEOUS

- 12.1. In the event that any of the provisions of the License Terms are found to be illegal, invalid, or unenforceable, the remaining provisions of the License Terms shall remain valid, enforceable and in full effect. Moreover, in the event of the nullity, invalidity or unenforceability of one or more provisions of the License Terms, SUKO shall replace the provision concerned with a valid and enforceable provision that bears the closest resemblance to the intentions of the License Terms.
- 12.2. Unless specified otherwise, any notice by SUKO to Super User shall be given by e-mail to Super User's e-mail address as recorded in the account information in the MMS Application.
- 12.3. SUKO can at all times change, modify or amend the present License Terms at its sole discretion.

13. APPLICABLE LAW AND COMPETENT COURT

- 13.1. The License Terms shall be solely governed (in form and substance) by and construed in accordance with the laws of Belgium.
- 13.2. Any dispute concerning the validity, interpretation or performance of the License Terms shall be finally and exclusively settled by the commercial court of Kortrijk (Belgium).

PRIVACY POLICY – SUPER 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 MANAGE MY SOFTENER Application;
MMS or MMS Application	means the MANAGE MY STOPTENER 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 MANAGE MY SOFTENER 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 last modified on 22 April 2023.

3. WHEN DOES THIS PRIVACY POLICY APPLY?

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

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

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

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

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

SUKO processes Super User's personal data when a natural person acting on behalf of the Super User, e.g. registers to the MMS Application, requests information about MMS, has complaints or wishes to receive support services.

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

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

5.2. In order to enable the Super User to use the functionalities of MANAGE MY SOFTENER

SUKO processes Super User's personal data in order to enable a natural person acting on behalf of the Super User to use the necessary functionalities of MMS.

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

Depending on the individual case, these data are processed on the basis of the natural persons unambiguous consent or on the basis of the performance of a contract to which Super 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 the IP address, the clicking and visit behaviour, the browser and the Device of the natural person acting on behalf of the Super User on the MMS Application, its preferred language and the time and duration of such persons 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 the natural person's unambiguous consent or on the basis of SUKO' legitimate interest in improving MMS and protecting it against cyber-attacks and so on.

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

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 natural persons acting on behalf of the Super User share content from the MMS Application via social media, Super 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 SUPER USER'S PERSONAL DATA PROTECTED?

SUKO strives to protect Super 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 DATA SUBJECT RIGHTS?

Natural persons acting on behalf of the Super User are 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, such natural persons also have the right to withdraw their consent at any time, without this affecting the legitimacy of the processing done prior to the withdrawal of the consent.

As for ordinary or further questions or complaints about the MMS or about this Privacy Policy, natural persons acting on behalf of the Super 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 you feel that SUKO did not adequately respond to your request, you are also entitled to file a complaint with a supervisory authority.