



TERMS AND CONDITIONS

Effective date: December 1, 2024

1. TERM

1.1 These terms and conditions will remain in effect during which you (CLIENT) orders services from Spotzi.

1.2 In the event of a conflict between a provision in these terms and conditions and a provision in the text of a written Agreement between Spotzi and CLIENT, the provision in the text of the written Agreement shall prevail.

1.3 Subscription and Project Terms

1.3.1 In cases where services are explicitly provided as a one-time project, no ongoing subscription or annual commitment is required. The scope, duration, and payment terms for one-time projects will be agreed upon in writing prior to initiation.

1.3.2 If no duration or specific terms are stated in the agreement, CLIENT is assumed to have entered into a 12-month subscription from the date of initiation ("Subscription Period"). CLIENT acknowledges and agrees that this is a fixed-term contract. Unless cancelled by CLIENT, the subscription will automatically renew for successive 12-month periods ("Renewal Period") at the end of each Subscription Period. CLIENT agrees to be responsible for payment of the subscription fees for each Renewal Period. To cancel the subscription, CLIENT must provide written notice of cancellation at least 3 months prior to the end of the then-current Subscription Period. Failure to provide timely notice will result in automatic renewal for the next 12-month period.

1.4 Our offers and all information on projects and services are always without obligation unless stated by us or identifiable as binding. The sending of a pre-signed contract shall be deemed a binding offer. To the extent no binding period is indicated, we regard ourselves as bound to any binding offer for one month.

1.5 The conditions of this section apply to the provision (licensing) of our SERVICES, in particular geodata (electronic maps) and statistical data, especially in the form of databases, as well as all forms of software and printed materials (e.g. manuals, printed maps etc.).

1.6 SPOTZI retains all right, title, and interest in and to our SERVICES, including all intellectual property rights related thereto.

1.7 SPOTZI grants to CLIENT a non-exclusive, non-transferable license to use our SERVICES solely for its business purposes during the Term.

2. USE

2.1 Unless otherwise agreed in writing, the CLIENT is permitted to:

2.1.1 Use our SERVICES, derivatives or results based on our SERVICES by up to the number of permitted users (third parties or people within your organization) that are within your agreement with Spotzi.

2.1.2 Our SERVICES, derivatives or results based on our SERVICES to be used by up to five (5) user if no maximum number of permitted users is specified in the agreement between YOU and Spotzi.

2.1.3 Share dashboards, reports, and other aggregated results from our SERVICES with third parties or internal users, provided that such access does not include or enable access to underlying raw data.

2.2 Unless otherwise agreed in writing, the CLIENT is NOT permitted to:



2.2.1 To resell our SERVICES, derivatives or results based on our SERVICES or otherwise make them available to third parties other than as authorized in clause 2.1. Including but not limited to making publicly available on a website, social media, email or other communication channel.

2.2.2 To access DATA if such DATA is blocked as a download in our SERVICES.

2.2.3 To provide advice based on our SERVICES. Including but not limited to as a consulting firm or marketing firm to use our Dashboards and the results from our Dashboards and to incorporate them into advice.

2.2.4 Store objectionable or pornographic data or other data that is not legally obtained or should not be legally used.

2.2.5 Use our SERVICES for illegal or unauthorized purposes, nor may CLIENT violate applicable laws and regulations (including but not limited to laws regarding the protection and processing of personal data and copyright laws) when using them.

2.2.6 Use our SERVICES to share comments or opinions that may be misleading or that may distort or improperly influence elections, to provide content that directly contradicts the guidelines of leading international health organizations and public health agencies, to develop advertisements and advertisements that are misleading, immoral or vulnerable, and to restrict an individual's freedoms.

2.2.7 Deliver, distribute, or otherwise provide access to data, services, or derived insights obtained through our platform to third parties located in countries that are subject to trade sanctions, embargoes, or other restrictive measures imposed by applicable laws or regulatory authorities. The Subscriber further agrees to comply with all relevant export control and data privacy regulations.

2.3 Unless otherwise agreed, provision by Spotzi takes place on a non-exclusive basis, which implies that Spotzi is entitled to make the SERVICES available to third parties at any time.

2.4 A license to use our SERVICES is only made available to the legal entity paying for the use of this license. If another legal entity such as a parent, subsidiary or sister company wishes to use this license, a separate license must be purchased. If Spotzi believes that your organization consists of multiple departments, each with a different focus on clients, projects and services, Spotzi reserves the right to change the license terms.

2.5 If the conditions set out in clauses 2.1 to 2.3 are not met, Spotzi reserves the right to block access to our SERVICES without warning and to recover from CLIENT any damages incurred by Spotzi. This includes but is not limited to Image damage, Fines and costs incurred by Spotzi to block access. Any fees invoiced in advance will not be credited.

3. SERVICE

3.1 Supplier shall provide the Service to CLIENT as described in this agreement.

3.2 CLIENT shall use the Service solely for its business purposes and in compliance with all applicable laws and regulations.

3.3 CLIENT acknowledges that the accuracy and reliability of the SERVICES provided by Supplier depends on various factors beyond Supplier's control, including but not limited to the availability and accuracy of GPS and other location-based technologies. Supplier shall use commercially reasonable efforts to provide accurate and reliable Location Data, but makes no warranty or representation as to the accuracy, completeness, or suitability of the Location Data for any particular purpose.

3.4 If CLIENT uses our API, there is a maximum number of WRITE and SQL statements per API call. This depends on the agreement that CLIENT has with Spotzi. It is the responsibility of CLIENT to be aware of these limitations.

3.5 If CLIENT exceeds the maximum number of WRITE and SQL statements per API call, the API does not stop working. However, data loss may occur. In this case, Spotzi is not liable for any data loss that might occur when CLIENT exceeds limits.

4. PAYMENT

4.1 If payment is made by direct debit and credit card and for any reason whatsoever this payment proves to be irrecoverable, the CLIENT shall be given 5 business days to make the payment. If payment is not received within 5 business days, the provision of our SERVICES shall be terminated immediately. This does not relieve the CLIENT of his obligation to pay the invoice. The CLIENT must also pay an administration fee of 25 Euros. The service will be restored when all payment obligations have been met.

4.2 If payment is made by invoice, and if payment (or part of the amount due) is not received within the payment term stated on the invoice, Spotzi reserves the right to terminate the delivery of our SERVICES immediately. This does not relieve CLIENT of its obligation to pay the invoice. Spotzi also reserves the right to charge a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is lower.

4.3 If a monthly subscription is taken and payment is not made by direct debit or credit card, the costs for the monthly subscription will be invoiced at least per 12 months in advance unless otherwise agreed in writing.

4.4 All taxes due will be added to the price of our SERVICES and will be paid by CLIENT.

4.5 Spotzi reserves the right to modify the agreed prices and geographical distribution of our SERVICES. This includes but is not limited to adjusting the agreed prices annually for inflation and making price adjustments due to increased costs. Spotzi will always inform the client before increasing pricing.

5. OBLIGATORY WITHDRAWAL

5.1 Our obligation might require delivery from a third party. In case of failure of the third party through no fault of our own we are entitled to withdraw from the contract with no liability.

5.2 Accordingly, we are entitled to withdraw in cases of cancellation of a seminar or training due force majeure, e.g. illness or other hindrance of the trainer or instructor. The withdrawal might be limited to the specific service or delivery, even if it is only a fraction of the performance of the contract, but the service or delivery is not a requirement for the remaining performance. In this case the remuneration or fraction of remuneration for the specific seminar or training is lapsed. Is it possible to postpone the seminar or training in an equivalent and reasonable manner we are entitled to postpone in this manner, with observance of the interests of the client.

5.3 Spotzi shall not be liable for the delay only if the damage was caused by gross negligence or intent, as long as the avoidance of delay was not the core of the agreed service. This applies in particular to the downtime, frustrated or extra travel expenses or cancellation fees, loss of profit or other damages incurred by the delay.

5.4 We are entitled to withdraw from the contract as well if the CLIENT is under obligation to provide information regarding his financial circumstances under enforcement of a monetary claim or if under insolvency proceedings the trustee refuses to perform the contract or refusal of a request to open insolvency proceedings is issued due to insufficient debtor's assets.

6. WARRANTY

6.1 With regard to the licensed programs and data, we warrant their suitability for the typical or contractually presupposed use in combination with the hardware and software required in accordance with the product description in the usual or specified configuration.

6.2 We do not warrant nor give a guarantee that data is of a specific accuracy or currency, unless expressly stated in the product description or otherwise agreed. In the event of serious deficiencies or serious deviations in function from the program description, we reserve the right to first improve them within a reasonable period through subsequent delivery or delivery of a patch or update. If such improvement is not possible, or not within a reasonable period, the CLIENT remains entitled to reduce the price or rescind the contract.

6.3 Spotzi declares and guarantees that the SERVICES provided by Spotzi meet the usual quality and technical standards (including keeping the content up to date).

6.4 Spotzi warrants that it is fully entitled and qualified to enter into the Agreement as well as that it holds all rights in relation to the SERVICES provided by Spotzi and that no rights of third parties are infringed.

6.5 Spotzi does not guarantee the quality and completeness of data acquired through a Geocoder, Webcrawlers or third party services over which Spotzi has no control, including but not limited to third party APIs and government dashboards. If data obtained through a Geocoder, Webcrawlers or third-party services over which Spotzi has no control can no longer be delivered then both CLIENT and Spotzi have the right to terminate the agreement between Spotzi and CLIENT. Any amounts invoiced in advance will be credited.

7. LICENCE TYPE

7.1 As licensor of software and data, Spotzi transfers to the licensee the right of use apparent from the relevant agreement/purchase order/confirmation. In cases of doubt, only a non-exclusive right will ever be transferred.

7.2 If a purpose of use has been defined individually, use is permitted only for that purpose. If a computer program has been defined, with which the data are to be used, or are licensed together with, use is permitted only with that program. This excludes, in particular, the export of the raw data and the copying of the vector graphics as such from the database, where this is not the intended use but would constitute a circumvention of the protection of said data against direct copying.

7.3 If not specified otherwise, the licence with regard to the software applies to use as intended, in particular creation of analog and digital materials supported by the software.

7.4 Not permitted without a separate licence is the automated processing of output from the software via its interfaces, and in particular for the purpose of reading the source data or generating dynamic graphics. Also not permitted is the unintended reading by the software when being used as intended of data, and in particular the reading of the geodata and statistical or other raw data, especially under circumvention of the protection against direct copying of the vector graphics presented. Any modification or decompilation of the software, and in particular removal of copyright notations, names, brands, marks or other forms of identification or corporate design elements typical to Spotzi is prohibited.

7.5 The licence granted may be subject to immediate termination for serious reasons. Serious reasons are, in particular, any grave violation of the limits of the right of use granted, any prohibited distribution or making available to the public of copies of the software or any other prohibited dissemination. All rights of use granted shall lapse in such cases.

8. CONFIDENTIALITY

8.1 Each party shall maintain the confidentiality of all confidential information of the other party and shall not disclose such information to any third party without the prior written consent of the disclosing party.

8.2 The provisions of this Section 8 shall survive termination of this Agreement for a period of 36 months after the termination.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property rights of Spotzi, including copyright, trademark, database and trade name rights, belong exclusively to Spotzi and/or its licensors. The right to use our SERVICES in no way implies the existence of any transfer of Intellectual Property Rights to CLIENT.

9.2 It is therefore not permitted to reproduce or publish the SERVICES in any way, in whole or in part, without the prior permission of Spotzi.

9.3 In order to make our SERVICES available, in whole or in part, to third parties, the CLIENT must obtain permission from Spotzi in advance. Spotzi shall determine the conditions under which permission is granted, and

the CLIENT shall not be able to rely on any permission previously granted or granted to third parties. Such permission may be subject to fees.

9.4 If CLIENT infringes on Spotzi's rights, CLIENT shall be responsible for all damages suffered by Spotzi as a result, including legal fees.

10. LIABILITY

10.1 YOU expressly agree that the use of the SERVICES is at your own risk. Spotzi pays constant care and attention to the content, composition, functioning and availability of the SERVICES. Nevertheless, Spotzi does not give any guarantees, nor does it assume any liability in relation to the completeness, correctness or reliability of the content of our SERVICES, or in relation to the functioning and availability of our SERVICES nor does Spotzi guarantee that the information contained in our SERVICES is suitable for the purpose for which it is consulted.

10.2 Nothing in these Terms or in any written agreement between YOU and Spotzi shall be deemed to create an association, partnership, joint venture or the relationship of principal/agent or employer/employee between Spotzi on the one hand and CLIENT on the other. Spotzi is an independent contractor and will perform all Services as such. Neither party has the authority to make financial commitments on behalf of the other, nor does either party have the authority to make financial commitments on behalf of the other without the express written consent of the other. Spotzi is responsible for paying expenses to its own employees and subcontractors. Neither party is responsible for the responsibilities, taxes or otherwise of the other party.

10.3 Through our SERVICES, CLIENT may gain access to third party services, products or links, hereby referred to as LINKS, over which Spotzi has no oversight or control. CLIENT acknowledges and agrees that Spotzi provides access to such links "as is" and "as available" without any warranty, representation or conditions of any kind and without any endorsement. Spotzi assumes no liability whatsoever arising from or related to CLIENT's use of optional third party services, products or links. Nor shall Spotzi be liable for any purchases made by CLIENT from such third parties as a result of the services, products or links made available by Spotzi.

10.4 In no case shall Spotzi, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10.5 Any liability of a party is limited to compensation for direct damages, up to a maximum of the total amount paid or owed by the CLIENT on an annual basis for the use of our SERVICES.

11. PRIVACY

11.1 Unless otherwise agreed, the data provided by Spotzi through our SERVICES is not inherently traceable to any individual. However, if the CLIENT links this data to a person (e.g., associating an address with an individual), it may then qualify as personal data. In such cases, the CLIENT is fully responsible for determining the purpose and means of processing this personal data. The CLIENT must ensure that all processing activities comply with applicable PRIVACY REGULATIONS, such as the General Data Protection Regulation (GDPR) and PIPEDA. Spotzi does not control or assume responsibility for any personal data created or processed by the CLIENT, including decisions related to its use, retention, or disclosure to third parties.

11.2 If Spotzi promptly processes personal data on behalf of the CLIENT, Spotzi undertakes as follows with respect to this data:

11.2.1 Spotzi acts as a data processor within the meaning of PRIVACY REGULATIONS with respect to the personal data and undertakes towards the CLIENT to do all that a processor of personal data is obliged to do according to PRIVACY REGULATIONS;

11.2.2 Spotzi is not entitled to process the personal data for purposes other than the execution of the Agreement and, if necessary, according to the instructions of the CLIENT;

11.2.3 Except insofar as disclosure and/or transmission is the purpose, to keep the personal data confidential and not to pass it on to third parties (other than sub-processors who are bound by the same or equivalent obligations as in this clause) without the prior written consent of CLIENT.

11.2.4 Not to process (or have processed) the personal data in countries outside the European Union if CLIENT is in the Europe Union unless expressly approved by CLIENT;

11.2.5 Not to retain the personal data for longer than is reasonably necessary and to destroy such data upon termination of the Agreement, to the extent he is not required to retain it pursuant to a legal obligation to retain it;

11.2.6 Spotzi shall take appropriate technical and organizational measures to secure the Personal Data against loss or against any form of careless, incompetent or unlawful processing including, but not limited to, the following:

11.2.6.1 The servers and data storage systems used by Spotzi are secured from outside access;

11.2.6.2 Spotzi employees are not permitted to store data on their own workstation or on any portable storage device;

11.2.6.3 The data can only be accessed by employee from a location other than a Spotzi office location via a secure (VPN) connection;

11.2.6.4 Delivery of the data to the CLIENT takes place via a service secured with username and password or by means of API key.

11.3 If the CLIENT wants to have the way Spotzi complies with the security measures inspected, the CLIENT can make a request to Spotzi to do so. The CLIENT and Spotzi will make arrangements jointly. The costs of an inspection shall be for the account of the CLIENT. The CLIENT shall provide Spotzi with a copy of the inspection report.

11.4 If requested, Spotzi can assist CLIENT in fulfilling the duty to answer requests to exercise rights of parties involved, to the extent possible.

11.5 Spotzi will immediately inform CLIENT and provide a report if Spotzi knows or suspects that there has been unauthorized use, a security incident or a data breach involving personal data and cooperate with CLIENT to recover such data if necessary, inform parties involved and prevent further unauthorized use, dissemination or disclosure. Notification of the Data Privacy Authority remains the responsibility of CLIENT.

12. INFORMATION WE COLLECT

We may collect and store the following information:

12.1 Registration data: When you sign up for our services, we may ask you for information such as your username, password, email address, gender, name and company name. You may also choose to voluntarily add other information to your profile, such as your mobile phone number. When you decide to purchase one of Spotzi's datasets we will ask you for additional information like your address, country and zip code. This information is needed by Spotzi for billing and tax handling.

12.2 Usage, log data & cookies: When you use or interact with our services, we may use a variety of technologies that collect information about how the Service is accessed and used. This information may include:

- information about your type of subscription and your interactions with the Service, such as interactions with datasets, maps and apps

- the details of the queries you make and the date and time of your request
- user Content (as defined in the Terms and Conditions) you post to the Service including messages you send and/or receive via the Service
- technical data, which may include URL information, cookie data, your IP address, browser type

12.3 Partner Integration: Partners may integrate our services. In this case we may receive certain information, including information about the product you used.

12.4 Payment data: if you purchase any of our Paid Subscriptions (as defined in the Terms and Conditions), or make other purchases through the Service, your credit or debit card information (such as card type and expiration date) and other financial data that we need to process your payment may be collected and stored by us and/or the payment processors with which we work. We may also collect some limited information, such as your postal code and details of your transaction history, all of which are necessary to provide the Service. In addition, the payment processors generally provide us with some limited information related to you, such as a unique token that enables you to make additional purchases using the information they've stored, and your card's type, expiration date, and certain digits of your card number. If you choose to pay by invoice, Spotzi may need to collect and store additional information, like your name and address and provide it to payment processors we work with to issue invoices, to enable credit checks and to send you invoices.

12.5 By accepting the privacy policy, you expressly authorise Spotzi to use and share with certain trusted service providers, which are located in the Netherlands and Canada, the information provided by you to Spotzi, even if such information is covered by local banking secrecy laws. It is possible that these countries do not provide the same level of protection for the processing of personal data as the country of your residence. You acknowledge and agree to the importance of sharing such information for the provision of the Spotzi Service and also agree that, by accepting this privacy policy, where applicable and to the extent permitted by applicable law, you expressly waive your rights under such bank secrecy laws with regard to Spotzi and any trusted service providers. This consent is given for the duration of your relationship with Spotzi.

13. SERVICE LEVEL AGREEMENT

13.1 Spotzi undertakes to provide SERVICES made available online (such as but not limited to our API and DASHBOARDS) without interruption and to minimize the number of interruptions. An interruption occurs when the provision of our SERVICES is interrupted for a period of time, subject to the provisions of this clause.

13.2 An interruption does not include:

13.2.1 A minor deviation from the agreed technical specifications that does not interfere with the normal use of our SERVICES;

13.2.2 An interruption of one hundred (100) seconds or less;

13.2.3 An interruption in the delivery of our SERVICES related to maintenance;

13.2.4 An interruption in the delivery of our SERVICES due to force majeure;

13.2.5 An interruption in the delivery of our SERVICES that is directly due to a third-party fault, such as the CLIENT's network or internet connection.

13.3 The expected availability of our SERVICES is 99.9% per year. The availability of our SERVICES is defined as the percentage of total usage in one (1) year that no outages have occurred. Expected availability does not apply to the Geocoder and Webcrawlers or third party services over which Spotzi has no control, such as but not limited to third party APIs and government dashboards.

13.4 If Spotzi is unable to provide its SERVICES for a period longer than 10 working days, CLIENT has the right to terminate the Agreement with immediate effect. If the Agreement is terminated due to the failure, Spotzi will credit the fees already paid from the day the service was interrupted.

13.5 When scheduled maintenance is planned that will cause an interruption in the delivery of the SERVICES of more than six hundred (600) seconds, Spotzi will inform the CLIENT at least five (5) working days in advance. Spotzi will inform the CLIENT of the duration of the work involved. Maintenance shall be limited to corrective maintenance on the server side: maintenance, service availability, installation of updates and accessibility of the SERVICES as provided at the start of the Agreement. Maintenance arising from the CLIENT's wishes shall not form part of this Service Level Agreement.

13.6 To report interruptions or to request the status of interruptions that have already been dealt with, the CLIENT can contact Spotzi. YOU can contact Spotzi by phone on regular working days (except holidays), from 9:00 to 21:00 or by email with our support desk. The email address support@spotzi.com is available 24 hours a day.

13.7 The CLIENT shall notify Spotzi of an observed interruption by means of a notification by telephone or a notification by email. An interruption reported by the CLIENT shall be registered by the helpdesk. The registration date is considered to be the date on which the interruption occurred.

13.8 Within a maximum of 8 hours (during working hours) of the failure being registered, Spotzi shall inform the CLIENT of the nature of the failure and the expected repair time.

13.9 The CLIENT reporting the interruption shall provide the information necessary to identify the SERVICES being interrupted. The CLIENT shall provide the necessary cooperation and shall be reachable by telephone for the first eight hours after registration of the interruption. 13.10 As soon as an interruption is resolved, Spotzi will notify the CLIENT by phone or email. The timing of this notification will be considered as the date when the interruption is considered resolved.

13.11 Spotzi shall endeavor to correct the interruption within a reasonable time.

13.12 Within one to 8 hours (during working hours) of registering the interruption, Spotzi will start working on restoring the interruption.

13.13 Within a maximum of 8 hours (during working hours) after the repair work has begun, the status will be reported to the CLIENT.

13.14 Neither party is obliged to comply with any obligation if prevented from doing so by a circumstance for which it is not to blame.

13.15 In the event of force majeure, the obligations arising from the contractual obligations shall be suspended in whole or in part for the duration of the force majeure. No compensation will be offered. Force majeure events are those over which Spotzi has no reasonable control. Force majeure events include strikes, late delivery by Spotzi, faulty or disruptive telephone and internet lines, flooding, fire, break-in, accident, contamination of ICT systems by unknown computer viruses that cannot be defined and identified by antivirus programs and firewalls, DDOS attacks.

14. APPLICABLE LAW

14.1 For CLIENTS in Canada, Spotzi's SERVICES shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law provisions.

14.2 For CLIENTS in other parts of the world, Spotzi's SERVICES will be interpreted in accordance with and governed by the laws of the Netherlands applicable therein, without regard to conflict of law provisions.



15. FINAL PROVISIONS

15.1 If any provision of these Conditions is invalid, the remaining provisions will continue to have full effect. In this case the Parties will replace the invalid provision by a valid provision in accordance with the purpose and tenor of the Agreement and Conditions, such that the new provision differs as little as possible from the invalid provision.

15.2 Spotzi reserves the right to modify or discontinue the SERVICES (or any part or content thereof) at any time without notice. We will not be liable to YOU or any third party for any modification, price change, suspension or discontinuation of our SERVICES.

15.3 Spotzi reserves the right to modify these Terms. The amended Terms will apply to all existing and future Agreements from the effective date, including those entered into prior to amendment. CLIENT's continued use of or access to our SERVICES after the posting of any changes shall constitute CLIENT's acceptance of those changes.