

TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS

"Affiliates" means with respect to a specified person, party or entity, person, party or entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified person, party or entity.

"Client": means the business user that has subscribed on the Website and wishes to use the Service.

"Confidential Information" means the terms and conditions of these Terms and Conditions of Service or any other information designated as confidential by either Sigfox or the Client or understood by them to be confidential.

"Data" means any information or data transiting on the Website and concerning the Client and/or its projects, activity.

"Force Majeure Event" has the meaning given to it under article 1218 of the French Civil Code, it being specified that the Force Majeure Event shall also include labor strikes of any nature, pandemic and epidemic diseases, revolutions, riots and curfews.

"Order" means the Client application placed through the Website for obtaining the Service.

"Service Price" means the price of for the Service.

"Service" means the Client registration online, its attendance and participation at Sigfox Connect Event as well as the supply of a booth by Sigfox during Sigfox Connect Event.

"Sigfox Connect Event" means the World IOT event which will take place in Singapore from 20 to 21 November 2019.

"Terms and Conditions of Service" means the present document

"Website" means the website accessible at the following url: <https://www.sigfoxconnect.com/>

2. PRIOR INFORMATION

2.1. IDENTIFICATION OF SIGFOX

Sigfox is a Société Anonyme; it is registered under the laws of France and under number 514582444 with the Trade and Companies Registry of Toulouse.

The Client may approach Sigfox at any time, in order in particular to obtain information relating to the Service, at the following address: Contact@sigfoxconnect.com

3. PURPOSE

The purpose of these Terms and Conditions of Service is to set out the terms and conditions under which Sigfox provides to the Client the Service.

Once placed by the Client in accordance with these Terms and Conditions of Service, the Order will be reviewed by Sigfox.

By filing an application online to benefit from the Service, the Client expressly agrees to that present Terms and Conditions.

4. CONTRACTUAL DOCUMENTS

In order to pay for the Service offered by Sigfox, the Client shall:

- connect to the Website;
- enter personal and company credentials by completing each compulsory field marked with an asterisk, or if a user account exists connect to entering the username and password;
- check the details of the Order and the full-Service Price for the Order;
- click on "Proceed to payment";
- enter the information required to make the online payment;
- confirm the Order.

Nothing in the Terms and Conditions of Service shall be construed as implying any commitment from Sigfox to provide any Service as long as an Order has not been placed by the Client in accordance with these Terms and Conditions of Service.

Once placed by the Client in accordance with these Terms and Conditions of Service and accepted by Sigfox, such Orders shall be legally binding, governed by these Terms and Conditions of Service and deemed an integral part of them.

5. DURATION

These Terms and Conditions of Service come into force on the date of the validation of the Order and until the Service is fully performed by Sigfox, and provided that the Service Price is paid by the Client.

6. SIGFOX OBLIGATIONS

Subject to the compliance by the Client, in particular the obligations specified in Articles 7 and 8, Sigfox undertakes to:

- provide the Service in accordance with the Terms and Conditions of Service;
- perform its obligations under the Terms and Conditions of Service in accordance with good industry practice;
- reply to any reasonable request from the Client for information related to the Service;

The Client also acknowledges that access to the Internet and the quality and availability of the Website may be affected by events outside of Sigfox' control, including, but

not limited to internet suspension. Sigfox shall not be held liable for such events and related effects.

7. CLIENT OBLIGATIONS

7.1 The Client undertakes to:

- pay the Service Price as specified under Article 8;
- use the Service according to the terms and conditions of use available through the Website in order to place Orders for Service;
- provide the correct and appropriate Information and documents for the execution of the Service
- conduct only Sigfox related business to the exclusion to any other kind of business
- comply with all applicable laws in connection with the attendance or participation at Sigfox Connect Event.

7.2 The Client undertakes to keep and maintain the booth and its accessories supplied by Sigfox, and any fittings and equipment of Sigfox Connect Event in clean, orderly, sanitary and good repair, and undertakes not to damage the site that hosts Sigfox Connect Event. The booth is equipped with standard properties according to the Client ticket option (standard or premium). No exchange or transfer items on-site will be permitted. The Client must pay for all damages or losses to the booth supplied by Sigfox to the client and/or to any fittings and equipment of Sigfox Connect Event. The equipment must be insured by the Exhibitor, who will remain liable until our authorised staff have collected the equipment. In case of non-return, the Exhibitor will be required to reimburse us for the full cost of the equipment at the original insurance value

7.3 Sigfox may, in its sole discretion, and without any liability or obligation to refund, reserve the right to refuse admittance to Sigfox Connect Event or to eject from Sigfox Connect Event the Client who:

- is behaving in a manner that could disrupt, hinder or cause a nuisance at Sigfox Connect Event;
- represents a security or health & safety risk to Sigfox Connect Event or to any person or partner attending Sigfox Connect Event; and/or
- fails to comply with, these Terms.

7.4 The tickets purchased are for the Client own business use only and may not be resold under any circumstances.

Reselling or otherwise transferring the ticket, will void the ticket and the Client will not gain entry into Sigfox Connect Event.

8. FINANCIAL CONDITIONS

The Service Price is determined and invoiced by Sigfox on a flat rate basis according to the prices available on the Website.

Sigfox shall issue an invoice for the Client upon validation of the Order and payment of the relevant Service Price.

Invoices are due and payable by the Client at the date of the placement of the Order by credit card or by bank transfer within a maximum period of thirty (30) days after the Order date. Without any payment in this period, Sigfox reserves the right to cancel the Order and book the booth for another partner.

The Services are not refundable, notably in case of Client's cancelation.

9. INTELLECTUAL PROPERTY

Except as otherwise stated in this agreement, the performance of the Terms and Conditions of Service shall not include the transfer or license of any right, including Sigfox intellectual property rights.

The use of the Sigfox proprietary signs or trademarks shall be subject to and made in accordance with guidelines available on the brand platform <https://brand.sigfox.com> as may be modified by Sigfox from time to time at its sole discretion.

The Client grants Sigfox the right to use the Client's name, logo designs, trademarks and company descriptions as provided. These assets may be used in any medium of advertising, promotional products, or marketing material distributed solely in connection with Sigfox Connect 2019 and or the Sigfox network. Sigfox agrees to use materials according to the Client's trademark usage guidelines.

The Client agrees to provide Sigfox with the following materials and promotional purposes:

- Logo in HD
- Short description of the Client's business
- Link to the social media

10. DATA

In order to enable Sigfox to provide the ticketing service online and for Sigfox Connect Event organization, the Client authorizes Sigfox to process the Data and to transfer them outside France to third parties (including Sigfox Affiliates).

Furthermore, by clicking the appropriate box on the Website, the Client allows Sigfox (including its Affiliates) to collect, process, store and transfer the Data to third-parties (some of which may be qualified as personal data and located outside France) for the purpose of enhancing the services provided by Sigfox (including its Affiliates), conducting analytics and for commercial purposes.

In any case, Sigfox shall apply the applicable laws and regulations. Sigfox implements appropriate measures to ensure an adequate level of security to protect personal data, taking into account the nature and the risk associated with the processing of such data. Sigfox may provide the Client with access (including providing a copy) to personal data for any purpose. The Client may request that Sigfox corrects these personal data if inaccurate or delete them, unless Sigfox is required to retain them by law or for a legitimate business purpose. Sigfox may decline to process requests of access or deletion which are not required by applicable law. A request may be made directly to the routine point of contact of Sigfox.

11. PHOTOGRAPHY, AUDIO AND VIDEO RECORDING

By attending Sigfox Connect Event, the Client acknowledges and agrees that the Sigfox

Connect Event (or any part of it) may be photographed or recorded by Sigfox or our partners. The Client agrees to permit Sigfox, or any third party authorized by Sigfox, to use, distribute, broadcast, or otherwise globally disseminate the Client (including its employees) likeness, name, voice and words in perpetuity in television, radio, film, newspapers, magazines and other media now available and hereafter developed, during and any time after the Sigfox Connect Event, and in any form, without any further approval from the client or any payment to the Client. This grant includes, but is not limited to, the right to edit the media, the right to use the media (alone or together with other information), and the right to allow others to use or distribute the media. This grant is worldwide and granted for ten (10) years.

12. CONFIDENTIALTY

Both Sigfox and the Client undertake to each other to treat as confidential all Confidential Information.

They may only use the Confidential Information for the purposes of, and in accordance with, the Terms and Conditions of Service (Order included) and may only provide their employees, directors, sub-contractors, professional advisers and Affiliates' employees with access to the Confidential Information on a strict "need-to-know" basis.

They shall ensure that the aforementioned persons are bound to hold all Confidential Information in confidence to the standard required under the Terms and Conditions of Service.

On termination or expiry of the Terms and Conditions of Service, this article shall remain in full force and effect for three (3) years from such expiry or termination.

13. LIABILITY

Sigfox' total and aggregate liability under the Terms and Conditions of Service regardless of the nature, basis and form of the proceeding brought by the Client against Sigfox shall not exceed the amount paid to Sigfox by the Client for the Service.

The liability cap set out above shall not apply in case of gross negligence or willful misconduct of Sigfox or in the event of death or bodily injury caused damage to any Client's employee by Sigfox, for which Sigfox is legally liable and solely responsible.

Under no circumstances shall Sigfox be liable for indirect damages, as well as for any damage resulting from an interruption of business or an operating loss, loss of profits, benefits or clients, damage to reputation, the non-occurrence of anticipated savings, productivity gains or competitive advantage.

Sigfox liability for any failure to perform its obligations under the Terms and Conditions of Service and Order(s) shall be excused, if such failure is related to or caused by any of the following:

- any act or omission by the Client or its employees, suppliers, providers, agents or third parties, including any failure to perform its obligations under the Terms and Conditions of Service or, where applicable, any wrong description of its needs or specifications leading to the inadequacy of the Service;
- any act or omission by any third party or a Force Majeure Event.

14. FORCE MAJEURE

Neither Sigfox nor the Client may be bound to perform its obligations deriving from the Terms and Conditions of Service for the period during which (and to the extent that) it is unable to perform its obligations, in whole or in part, due to a Force Majeure Event under article 1218 of the French Civil Code.

Where any Force Majeure Event (whether it relates to Sigfox or the Client) subsists for thirty (30) or more consecutive days, each party shall be entitled to terminate the Terms and Conditions of Service.

15. MISCELLANEOUS CLAUSES

15.1. AMENDMENTS

Any Order may be modified by Sigfox following Client's express consent.

15.2. AUTONOMY

The Terms and Conditions of Service cancel and replace any prior agreement, whether written or verbal, between Sigfox and the Client relating to the same matter and expresses their entire obligations with respect to the matter hereof.

15.3. INDEPENDENCE OF THE PARTIES

Sigfox and the Client are independent contractors. Except as expressly provided in any contractual document, Sigfox does not undertake to perform any obligation of the Client, whether regulatory or contractual, or to assume any responsibility for the Client's business or operations.

The Terms and Conditions of Service establish and shall only be construed as establishing a contract between unrelated business entities for the provision and purchase of Service and does not and shall not be deemed to create a joint venture, partnership, fiduciary or agency relationship between Sigfox and the Client for any purpose.

The Client shall not make any agreement, guarantee or representation on behalf of Sigfox.

16. APPLICABLE LAW – JURISDICTION

The Terms and Conditions of Service shall be governed by, construed and enforced in accordance with the laws of France, excluding conflicts of law regulations.

In the event the parties fail to amicably resolve any dispute arising in connection with the formation, validity, interpretation or performance of the Terms and Conditions of Service, such dispute shall be submitted to the exclusive jurisdiction located within the jurisdiction of the court of Paris, France.