

BitSensor.io Privacy Policy

NOT FOR EDITING

Effective Date: Dec 1, 2017

THANK YOU FOR VISITING WWW.BITSENSOR.IO (TOGETHER WITH ALL ASSOCIATED WEBSITES LINKED TO SUCH WEBSITE BY BITSENSOR B.V., INC., ITS SUBSIDIARIES AND AFFILIATED COMPANIES, THE "SITE"), WHICH IS OWNED AND OPERATED BY BITSENSOR B.V., INC. AND/OR ITS AFFILIATES (COLLECTIVELY, "BITSENSOR", "WE" OR "US"). THIS PRIVACY POLICY ("PRIVACY POLICY") EXPLAINS HOW BITSENSOR COLLECTS AND USES INFORMATION THAT YOU SUBMIT TO US WHILE VISITING AND/OR USING THE SITE.

SHOULD YOU ELECT TO USE THE SITE, THE TERMS OF USE FOR THE SITE LOCATED AT WWW.BITSENSOR.IO/LEGAL/TERMS-OF-USE/, TOGETHER WITH THE BITSENSOR PRIVACY POLICY FORM A LEGAL CONTRACT BETWEEN YOU AND BITSENSOR (THE "AGREEMENT"). BY USING THE SITE, YOU ARE IRREVOCABLY AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS IN THE AGREEMENT, YOU MAY NOT USE THE SITE.

WE MAY UPDATE THIS PRIVACY POLICY TO REFLECT CHANGES TO OUR INFORMATION COLLECTION AND USE PRACTICES. IF WE MAKE ANY MATERIAL CHANGES THAT EXPAND THE WAY WE USE YOUR PERSONAL INFORMATION, WE WILL NOTIFY YOU BY EMAIL (SENT TO THE E-MAIL ADDRESS SPECIFIED IN YOUR ACCOUNT) OR BY MEANS OF NOTICE ON THE SITE PRIOR TO THE CHANGE BECOMING EFFECTIVE.

BY USING THIS SITE AFTER BITSENSOR HAS UPDATED THE PRIVACY POLICY, YOU ARE AGREEING TO THE UPDATED PRIVACY POLICY. IF YOU DO NOT AGREE TO THE UPDATED PRIVACY POLICY, IN WHOLE OR IN PART, YOU ARE NOT AUTHORIZED TO CONTINUE TO USE THE SITE AND SHOULD TERMINATE REGISTRATION BY FOLLOWING THE OPT-OUT INSTRUCTIONS (PLEASE SEE THE "OPT OUT OPPORTUNITY" SECTION BELOW).

WE ENCOURAGE YOU TO PERIODICALLY REVIEW THIS PAGE FOR THE LATEST INFORMATION ON OUR PRIVACY PRACTICES.

Use and Purpose of Collected Personal Data

The term “Personal Data” means information relating to an identified or identifiable natural person that is, someone who can be directly or indirectly identified. This will include your full name, physical address, email address, telephone number, or any other personal information that, alone or in combination with other information, enables contact with you physically or online.

On the Site, we collect Personal Data knowingly and voluntarily provided by you when you: (i) register for any of our services; (ii) submit requests, suggestions, or other communications to us; (iii) interact with the Website or BitSensor in any way that submits, releases or displays your Personal Data to us. We may use your Personal Data for a variety of purposes, including, but not limited to, providing services offered by BitSensor (and any other companies whom we may in the future control or be controlled by), including invitations to seminars, events and communication of information including newsletters and other informational material that is not individually solicited. We will not share your Personal Data with third parties with whom we are unconnected by common ownership or control unless it is necessary to do so to carry out your instructions or unless required to do so by law or unless such third party is an actual or potential successor of ours, an investor in, acquirer or target acquisition of, employee, officer or shareholder in our company and then only for the purposes strictly necessary in connection therewith. We may share your Personal Data with our affiliates, agents and/or contractors for the purposes described in this Privacy Policy, including the following:

- carry out the sales, sales solicitation, shipment of products, complete orders, and provide other services performed by us or third parties;
- carry out identity verification and authentication in order to provide services to you;
- provide products and services that you have purchased;
- respond to your inquiries or complaints;
- advertise or promote products and services offered through the Site;
- develop new products and services;
- contact you regarding our products and services or your use of the Site;
- carry out marketing data surveys, statistics and/or analysis;

- create, send and utilize mailing lists;
- provide system maintenance or handle system malfunctions; and/or
- other separately and explicitly prescribed purposes.

We may also collect information and data you choose to provide that is not Personal Data, such as your occupation, affiliated companies, and general location.

Additionally, we may collect technical information relating to your mobile phone, mobile device or computer and the way you interact with the Site, such as your IP address, browser type, and aggregate user data. This information is used to identify your internet browser, store your user preferences, authenticate user sessions, provide services, and determine whether you have installed the software necessary to access certain material or applications on the Site.

Third Parties

We will not provide your Personal Data to third party advertisers without your permission, except as provided in this Privacy Policy. However, we may provide information and data that is not Personal Data, to our third party providers for any purpose including primarily customizing and targeting advertising messages. We may share your Personal Data with third parties for the following reasons:

- to help facilitate the Site (for example, by providing website development, or sending communications to users), but for use solely in connection with facilitating the Site;
- in connection with a legitimate business purpose of BitSensor, if the third party owes us a duty of confidentiality;
- to (i) comply with lawful requests such as subpoenas or court orders, (ii) comply with applicable state, federal, or local law, (iii) prevent fraud or other illegal activities from being perpetrated through the Site, or (iv) protect the property, safety, or legal rights of BitSensor and its users;
- to any third party whom you have consented to receive your Personal Data; and/or
- to affiliated companies or business successors of BitSensor.

Financial Information

BitSensor uses third party payment processors to process payments made to us. In connection with the processing of such payments, we do not retain any personally

identifiable information or any financial information such as credit card numbers. Rather, all such information is provided directly to our third party processors.

Third Parties Who May Collect Information

The following third parties may collect information through the Site, but, except as set forth above, such information shall not include Personal Data unless you post or publish such Personal Data in areas of the Site accessible to other users or the public:

- third parties that help facilitate the Site may, from time to time, collect information through the Site in the course of providing support;
- we may share Site information with partners for marketing purposes;
- third parties may collect other information that you voluntarily post or publish through the Site in any way; and/or
- web-crawlers such as Google or Yahoo may collect information through the Site.

The Site may contain links or references to other websites, including third party advertisers and other unaffiliated websites. We are not responsible for the privacy policies of those websites or of advertisers on the Site, and you should read the privacy policies of each website you visit. This Privacy Policy applies only to information collected through the Site.

Online Advertising and Tracking

BitSensor engages with third-party advertising networks on the Site. Ad networks may include third-party ad servers, ad agencies, ad technology vendors and research firms. We are not responsible for the privacy practices of these third parties, and we encourage you to read their privacy policies, which may apply to these third-party programs. Ad networks allow us to target our advertising to users through demographic, behavioral and contextual means. After you visit our websites, these ad networks may continue to track your online activities over time across third-party websites or online services by collecting information through automated means, including through the use of cookies, identifiers, web server logs, web beacons and other methods.

Because there is not yet a consensus on how companies should respond to web browser-based or other do-not-track ("DNT") mechanisms, we do not respond to web browser-based DNT signals at this time.

Online Security

BitSensor uses secure server technology because we want your Personal Data to be safe. BitSensor will use commercially reasonable measures to safeguard Personal Data stored in our servers and databases against loss, theft, and unauthorized disclosure or use. Please be aware that no security measures are perfect, and BitSensor is under no obligation to use such security measures. Furthermore, we cannot control the actions of third parties with whom you choose to share information. We are therefore not responsible for circumvention of any security measures by third parties or of any unauthorized access or use of your Personal Data made by third parties. Any disclosures that you make of your own volition to the Site or anyone else are made at your own risk.

If you ask us to delete your Personal Data from our records, we will use commercially reasonable efforts to do so while retaining any record necessary to comply with a governmental authority or applicable federal, state, or local law. Even after removal, however, copies of your Personal Data may remain viewable in cached or archived pages or if other users have copied or stored such information. If you would like to contact us about the Personal Data you have submitted, please contact us at:

legal@BitSensor.io.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on the Site. We do not link the information we store in cookies to any Personal Data that you submit while on the Site.

We use session ID and persistent cookies. We use session cookies to make it easier for you to navigate the Site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following the directions provided in your Internet browser's "help" file.

We set a persistent cookie to store your preferences so that each time you visit the Site you do not have to set your search preferences more than once. Persistent cookies also enable us to track and target the interests of our users to enhance the experience on our Site.

Amending and/or Modifying Your Personal Data

At your request, we will: (i) inform you of what personal information we have on file for you; (ii) amend or modify the personal information that we have on file for you; and/or (iii) remove personal information that you have provided to us, or that we have collected. You may do so by contacting us via e-mail at privacy@BitSensor.io; provided, however, that we ask individuals to identify themselves and the information requested to be accessed, amended or removed before processing such requests, and, to the extent permitted by applicable law, we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Please be advised that, after you delete your personal information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems. In addition, we will retain and use your personal information as necessary to comply with our legal and accounting and auditing obligations, resolve disputes and enforce our agreements.

Opt-Out Opportunity

BitSensor registrants may opt-out of receiving electronic communications from BitSensor at any time by following the "unsubscribe" instructions in any BitSensor e-mail received by registrant. Please note that unsubscribing from one email list does not automatically unsubscribe you from any other email list that you may be on.

Please read the email carefully to find out which list you are unsubscribing from. To unsubscribe from all BitSensor email lists, please email unsubscribe@bitsensor.io.

Please note that even if you unsubscribe from all BitSensor email lists, you will continue receiving service-related communications, such as order confirmations, payment information, operational notifications, or updates to our terms or policies.

To opt-out of having your information shared with third parties, please email unsubscribe@bitsensor.io.

Sale, Merger, Consolidation and/or Change in Control

In its sole discretion, BitSensor may transfer, sell or assign your Personal Data collected on and through the Site to one or more third parties, as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of BitSensor and/or its affiliated online properties; provided, however, that if we are involved in a merger, acquisition or sale of all or a portion of our assets, you will be notified via email and/or a prominent notice on the Site of any change in ownership or uses of your personal information, as well as any choices that you may have regarding your personal information.

Miscellaneous

The headings used for the sections in this Privacy Policy are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of this Privacy Policy. The obligations and rights set forth in this Privacy Policy shall survive any termination or expiration of your use of the Site.

Please contact us at legal@BitSensor.io if you have any questions regarding this Privacy Policy.

HOSTED BITSENSOR Standard Terms of Service

NOT FOR EDITING

Effective Date: Dec 1, 2017

THESE HOSTED BITSENSOR STANDARD TERMS OF SERVICE (THE "**TERMS**") ARE PART OF A LEGAL CONTRACT BETWEEN BITSENSOR B.V. AS ("**BITSENSOR**", "**WE**" OR "**US**") AND PERSONS OR ENTITIES ("**YOU**") REGISTERING FOR AN ACCOUNT ("**ACCOUNT**") TO USE OR PURCHASE A SUBSCRIPTION TO THE WEB-BASED SERVICE PROVIDED BY BITSENSOR ("**HOSTED BITSENSOR**"), OR SIMPLY USING THE WEBSITE WWW.BITSENSOR.IO ("**SITE**").

THE TERMS, TOGETHER WITH ANY ADDITIONAL TERMS AND CONDITIONS AND/OR POLICIES REFERENCED AND INCORPORATED HEREIN, OR WHICH INCORPORATE THESE TERMS AND CONDITIONS, PROVIDE ALL OF THE TERMS AND CONDITIONS INCLUDED IN A LEGALLY BINDING CONTRACT BETWEEN YOU AND BITSENSOR (THE "**AGREEMENT**"). THE AGREEMENT GOVERNS YOUR USE OF THE SITE, AND, IF YOU REGISTER FOR AN ACCOUNT, YOUR USE OF HOSTED BITSENSOR THROUGH YOUR ACCOUNT WITH THE SITE. IF YOU REGISTER FOR AN ACCOUNT ON BEHALF OF AN ENTITY, YOU HEREBY REPRESENT AND WARRANT TO BITSENSOR THAT YOU HAVE THE ACTUAL AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT. BITSENSOR RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY POSTING MODIFIED TERMS AND CONDITIONS, ALONG WITH AN EFFECTIVE DATE FOR MODIFIED TERMS. OTHERWISE, YOU AGREE THAT THE AGREEMENT BETWEEN YOU AND BITSENSOR MAY ONLY BE MODIFIED BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF BITSENSOR.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS IN THE AGREEMENT, YOU MAY NOT USE THE SITE, REGISTER FOR AN ACCOUNT OR USE HOSTED BITSENSOR. BY USING THE SITE, REGISTERING FOR AN ACCOUNT AND/OR USING HOSTED BITSENSOR, YOU IRREVOCABLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT APPLICABLE TO SUCH ACTIVITY.

1. Your Account

1. (a) In order to use HOSTED BITSENSOR, you must first register for an account through your BITSENSOR contact. If you sign up for, or purchase a subscription to, HOSTED BITSENSOR through a third party, you will create the Account either (i) through the third party's site or (ii) by being redirected to a BITSENSOR contact to create an Account.
2. (b) By creating the Account, you are responsible for maintaining the security of your Account (including, but not limited to, login credentials, security-keys and the correct configuration of access control lists), and you are fully responsible for all activities that occur under your Account, and any other actions taken in connection with your Account. You agree to immediately notify BitSensor of any unauthorized use of your Account, or any other breaches of security of which you become aware. BitSensor will have no liability for any acts or omissions on your part, including any damages of any kind incurred as a result of such acts or omissions.
3. (c) Your Account will be your main point of contact for HOSTED BITSENSOR. Any notifications regarding HOSTED BITSENSOR will be sent to the email address registered with your Account.

2. HOSTED BITSENSOR privacy policy

If you elect to use HOSTED BITSENSOR Standard, then these Terms, together with the BitSensor privacy attached below ("**Privacy Policy**"), which is hereby incorporated herein by this reference, contain the terms of the Agreement applicable to your use of HOSTED BITSENSOR.

3. Your Data

1. (a) In connection with your use of HOSTED BITSENSOR, you or some or all of your end users may send information, content and data (collectively, "**Data**") to, or retrieve Data from, HOSTED BITSENSOR. You are entirely responsible for the content, accuracy and completeness of such Data, and any loss, liabilities or damages resulting from the Data, regardless of whether the Data consists of, including but not limited to, text, graphics, audio, video, or computer software.
2. (b) By making Data available to HOSTED BITSENSOR, you represent and warrant that: (i) you own or have the necessary licenses to provide the Data to HOSTED BITSENSOR, and the provision of the Data to, and use of the Data by,

HOSTED BITSENSOR as contemplated herein will not, to your knowledge, infringe the intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights, of any third party; (ii) the Data does not contain any viruses, worms, malware, Trojan horses or other harmful or destructive code; (iii) the Data is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); and (iv) you have, in the case of Data that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the Data, whether requested to do so by BitSensor or otherwise.

3. (c) To the extent you communicate any Data relating to an identified or identifiable individual ("**Personal Data**") to BitSensor, or BitSensor obtains any Personal Data from you, BitSensor agrees that it (and/or its contractors) will not collect, access, use, store, disclose, transfer or otherwise process (collectively, "**Process**" or "**Processing**") any such Personal Data except (i) for the purposes of this Agreement, including without limitation, to implement and deliver HOSTED BITSENSOR and its features and associated services, provide customer support, and help you prevent or address service or technical problems; (ii) as expressly permitted by you in this Agreement or otherwise; or (iii) as compelled by law. You shall make such disclosures, obtain such consents, provide such choices, implement such safeguards in compliance with, and otherwise comply with, any applicable law, rule or regulation regarding the Processing of Personal Data of any individual whose Personal Data your employees, contractors or other agents Process (including, without limitation, by disclosing the Personal Data to BitSensor) in connection with your use of or access to HOSTED BITSENSOR and its features and associated services. For purposes of this Agreement, you act as a "**data controller**" and BitSensor acts as a "**data processor**" with respect to Personal Data, as these terms are defined in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any replacement directive or regulation imposing equivalent obligations.

4. (d) By submitting Data to BitSensor, you hereby grant BitSensor a worldwide, royalty-free, and non-exclusive right to reproduce, modify, adapt and publish the Data

solely for the purpose of enabling BitSensor to provide you with HOSTED BITSENSOR. If you wish to delete Data from your Account, BitSensor will use reasonable efforts to remove it, but you acknowledge that backups, caching or references to the Data may not be made immediately unavailable.

5. (e) Without limiting any of the foregoing, BitSensor has the right, though not the obligation, in BitSensor's sole discretion, either to (i) refuse or remove any Data for any reason; or (ii) terminate or deny access to and use of HOSTED BITSENSOR for any individual or entity for any reason. BitSensor shall have no obligation to provide a refund of any amounts previously paid by any such individual, or entity having been denied access.

4. Payment Terms

1. (a) With the exception of any free trial period, or where otherwise explicitly noted, you are required to pay a fee for the right to access and use HOSTED BITSENSOR. You must provide a valid credit card, as well as name and address, to BitSensor's payment processor in order to make use of HOSTED BITSENSOR. You are responsible for keeping the payment details up to date. A credit card is not required to start a free trial.

2. (b) BitSensor will charge your credit card on a monthly basis in arrears based on your elected subscription together with BitSensor's measurements of your use of HOSTED BITSENSOR, unless otherwise agreed to in writing. However, BitSensor reserves the right to require up-front payment for some features or functions of HOSTED BITSENSOR. You agree to pay the then-prevailing fees for your use of HOSTED BITSENSOR, as set forth on the Site. Prices are exclusive of all sales, use, value added and excise taxes. You are responsible for paying all taxes and government charges, if any, in your own jurisdiction.

3. (c) Any outstanding balance becomes immediately due and payable upon termination of your use of HOSTED BITSENSOR for any reason.

4. (d) Late payments will bear interest at the rate of 1% per month (or the highest rate permitted by law, if less). You are responsible for paying all reasonable expenses and attorneys' fees that BitSensor incurs in connection with collecting unpaid amounts that are past due. BitSensor reserves the right to terminate your right to access and use HOSTED BITSENSOR for failure to timely pay amounts due. In

order to dispute any amount billed to you for your use of HOSTED BITSENSOR, you must do so within ten (10) days of being billed for such amounts, or you will be deemed to have waived your right to dispute such amounts.

5. (e) You acknowledge and agree that any credit card and related billing and payment information that you provide to BitSensor may be shared by BitSensor with companies who work on BitSensor's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to BitSensor and servicing your Account. BitSensor shall not be liable for any use or disclosure of such information by such third parties.

6. (f) BitSensor may change its fees and payment policies at any time, provided that such changes will apply upon the start of the next billing cycle. Changes to the fees or payment policies will be posted on the Site and/or through any of our established communication channels.

7. (g) You may not register multiple Accounts to simulate or act as a single Account or otherwise access HOSTED BITSENSOR in a manner intended to avoid incurring fees.

8. (h) BitSensor may offer a discount of the fees otherwise payable to use HOSTED BITSENSOR, in exchange for your payment of fees in advance. Discounts are non-transferable and any up-front fees are non-refundable. A discount cannot be changed after purchase or further discounted. If applicable, you are informed of the period of the discount. When a discount expires, you will continue to be charged for access to and use of HOSTED BITSENSOR, at the then-current rates.

5. Restrictions

1. (a) You shall not: (i) use HOSTED BITSENSOR to store or transmit computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs; (ii) use HOSTED BITSENSOR to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene, or which violates the privacy or intellectual property rights of any third party; (iii) access or use HOSTED BITSENSOR if you are a direct competitor of BitSensor; (iv) access or use HOSTED BITSENSOR for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing

and/or developing any competitive services; (v) make access to HOSTED BITSENSOR through your account available to any third party; (vi) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, HOSTED BITSENSOR; (vii) interfere with or disrupt the integrity or performance of HOSTED BITSENSOR or third-party data contained therein; (viii) attempt to gain unauthorized access to HOSTED BITSENSOR or any associated systems or networks; or (ix) modify, make derivative works of, disassemble, decompile or reverse engineer HOSTED BITSENSOR or any component thereof.

2. (b) If BitSensor believes, in its sole discretion, that you have violated or attempted to violate any of the forgoing restrictions, BitSensor may suspend or terminate your access to HOSTED BITSENSOR.

3. (c) If your use of HOSTED BITSENSOR with or without your knowledge exceeds the average usage in such a manner that it causes problems for other customers, as determined solely by BitSensor, we reserve the right to throttle or pause your use of HOSTED BITSENSOR, with or without prior notice. Please contact us if you need to assess performance by benchmarking for more than five minutes.

6. Copyright Infringement

1. (a) BitSensor respects the intellectual property rights of others, and we ask you to do the same. BitSensor may, in appropriate circumstances and at our discretion, terminate your access to HOSTED BITSENSOR and/or access to the Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site or is stored in HOSTED BITSENSOR, please provide BitSensor's designated agent the following information:

1. (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2. (ii) Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works.

3. (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be

disabled at the Site or HOSTED BITSENSOR, and information reasonably sufficient to permit BitSensor to locate the material.

4. (iv) Information reasonably sufficient to permit BitSensor to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

5. (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.

6. (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

BitSensor's agent for notice of claims of copyright or trademark infringement on this Site or HOSTED BITSENSOR can be reached as follows:

legal@bitsensor.io

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

2. (b) BitSensor will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to BitSensor designated agent that includes all of the following information:

1. (i) Your physical or electronic signature;

2. (ii) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

3. (iii) A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

4. (iv) Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which

your physical address is located, or if your physical address is outside of the United States, for any judicial district in which BitSensor may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

3. (c) BitSensor reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

7. Intellectual Property

1. (a) This Agreement does not transfer from BitSensor to you any intellectual property rights, and all right, title and interest in and to HOSTED BITSENSOR will remain (as between the parties) solely with BitSensor or its third party suppliers. BitSensor, the BitSensor and HOSTED BITSENSOR logos, and all other trademarks, service marks, graphics and logos used in connection with HOSTED BITSENSOR and the Site are trademarks or registered trademarks of BitSensor or BitSensor's third party suppliers. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. BitSensor grants to you no right or license to reproduce, or otherwise use any BitSensor or third-party trademarks in connection with your use of HOSTED BITSENSOR.

2. (b) BitSensor will be free to use, irrevocably, in perpetuity and for any purpose, all suggestions or feedback (collectively, "**Feedback**") provided to BitSensor by Customer, or its Affiliates and their respective employees, Contractors or other agents, with respect to HOSTED BITSENSOR, the Support Services, the Community Software and/or the Commercial Software. The foregoing grant of rights is made without any duty to account to any of the foregoing persons or entities for the use of such Feedback.

8. Termination

1. (a) You may terminate this Agreement at any time by cancelling your Account with HOSTED BITSENSOR. Termination of this Agreement shall neither release you from any obligations undertaken under the clauses of this Agreement, nor from any obligations to pay us for any outstanding fees. Any outstanding fees will be billed to you or withdrawn from your registered credit card. You will not receive any refunds by cancelling your Account.

2. (b) BitSensor may terminate your access to all or any part of HOSTED BITSENSOR at any time, with or without cause, with or without notice, effective immediately. You agree that BitSensor will not be liable to you or any third party for any such termination.

3. (c) You are solely responsible for deleting or retrieving your Data from HOSTED BITSENSOR prior to termination of your Account for any reason. If we terminate your Account, we will provide you with a reasonable opportunity to retrieve your Data from HOSTED BITSENSOR, if you so request. Such a request must be sent by email to BitSensor within seven (7) days after you receive notice regarding the termination. In any event, Data will be deleted from HOSTED BITSENSOR no earlier than fourteen (14) days after the termination notice regarding your Account has been sent to you.

9. Disclaimers

1. (a) HOSTED BITSENSOR AND THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BITSENSOR AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER BITSENSOR NOR ITS SUPPLIERS AND LICENSORS MAKES ANY WARRANTY THAT THE SITE AND/OR HOSTED BITSENSOR WILL BE ERROR FREE, TIMELY, MEET YOUR SPECIFIC REQUIREMENTS OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED.

2. (b) You understand and agree that your use of the Site and HOSTED BITSENSOR is entirely at your own risk. In the event of failure, we do not refund or credit any fees for any reason.

3. (c) Furthermore, while BitSensor reserves the right, it has no obligation to monitor all of the content, data or information posted on the Site and/or uploaded to HOSTED BITSENSOR by third parties, and therefore is not responsible for any such content, data or information. BitSensor does not represent or imply that it endorses any such content, data or information, or that we believe such content, data or information to be accurate, useful or non-harmful. You are responsible for taking

precautions necessary to protect yourself, and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive materials. BitSensor disclaims any responsibility for any harm resulting from the use by you of the Site or HOSTED BITSENSOR, or from any downloading by you of material posted there.

10. Limitation of Liability

TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL BITSENSOR, OR ITS SUPPLIERS OR LICENSORS, HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT, IN CONNECTION WITH THE SITE OR THE PROVISION OF HOSTED BITSENSOR, OR YOUR USE OF EITHER OF THEM, WHETHER BASED ON, NEGLIGENCE, TORTS, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

11. Indemnification

You agree to defend, indemnify and hold harmless BitSensor, its contractors, suppliers and licensors, and their respective directors, officers, employees and agents from and against any and all claims, suits actions, liabilities, costs, damages and expenses, including reasonable attorneys' fees, arising out of or related to your use of the Site and/or HOSTED BITSENSOR, including but not limited to your violation of this Agreement.

12. Assignments and Transfers

You may not assign this Agreement, in whole or in part, without the prior written consent of BitSensor. Any assignment in violation of this Section 12 shall be void, *ab initio*, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by, the parties and their respective successors and assigns.

13. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of The Netherlands. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of District court Oost-Brabant. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods.

14. Miscellaneous

This Agreement constitutes the entire agreement between BitSensor and you concerning the subject matter hereof, and supersedes any and all prior oral or written agreements, understandings and quotations relating hereto. If any provisions of this Agreement are held to be illegal, invalid or unenforceable, this shall not affect the legality and validity of the other provisions, which means that such provisions shall, if required, be modified or reformed to the fullest extent possible under applicable law so as to reflect the original intent of BitSensor. The provisions of Sections 2, 3(a), 3(d), 4(c), 5(a), 7, 8(c), 9, 10, 11, 13 and 14 of these Terms will survive the termination or expiration of the Agreement.