



**1. Definitions**

- 1.1 Service(s): the services that NET2GRID provides, as defined in the Documentation.
- 1.2 Documentation: the definition of the Products and Services, as described on the Website.
- 1.3 NET2GRID: NET2GRID B.V., with registered offices in Zeist.
- 1.4 End-user: the person that uses or intends to use NET2GRID's Products and/or Services for its own purposes or for household purposes.
- 1.5 Product(s): the equipment that NET2GRID provides, as defined in the Documentation.
- 1.6 Website: the website of NET2GRID: www.NET2GRID.com.

**2. Products and Services**

- 2.1 The Products and Services are intended for use in a domestic environment. The use of the Products and Services in a business environment is subject to different terms and conditions.
- 2.2 End-users are able to order Products directly from NET2GRID via the website www.NET2GRID.com. These Terms and Conditions shall apply to all orders placed in that manner. Other terms and conditions may apply to Products and Services provided via NET2GRID's partners.
- 2.3 In order to make use of the Services, a broadband internet connection will be required that is permanently switched on. The Services will not be available if the internet connection goes down. A router with a free ethernet socket will be required in order to use the Smartreader Product.
- 2.4 To make use of the Services, an account must be created via the Website. To access the Website and the account, the End-user will require a standard web browser. The data processed using the Services and the products can be viewed on mobile telephones, tablets and laptops. In the case of mobile telephones and tablets, the service makes use of variety of platforms, such as IOS and Android.

**3. Availability of the Service**

- 3.1 NET2GRID endeavours to make available the Services to the End-user seven days a week, 24 hours a day. The Services will require maintenance from time to time and it is therefore possible that the Services may be inaccessible for that reason. NET2GRID will do the utmost to inform the End-user in advance before any maintenance is carried out.
- 3.2 The ability to access the Services and the correct functioning of the Services are dependent upon third

parties. This will include the correct operation of the equipment and software that communicates with the Products, in addition to the correct operation of the internet. For that reason, NET2GRID does not provide any guarantee that the Services will be provided without interruption and without faults and it cannot be held liable for any reduced availability of the Services of any faults therein.

3.3 In the event of a disaster, NET2GRID reserves the right to suspend the provision of the Services without prior notification.

**4. Security**

4.1 NET2GRID attaches the highest level of importance to the fact that the data sent via the Products and Services do not fall into the wrong hands. The Products make use of wireless communication based upon the ZigBee protocol and of 128-bit AES (Advanced Encryption Standard) encryption. Communication with our services via the internet is SSL-encrypted. Both types of encryption are generally accepted as standards used for the encryption of data.

4.2 The servers used by NET2GRID are located in datacentres owned by parties that enjoy an excellent reputation in terms of reliability and security. Despite every effort being made to prevent it, data belonging to the End-user could, in theory, be intercepted by a third party and third parties could illegally gain access to the NET2GRID servers and therefore to the data belonging to the End-user.

4.3 The End-user is responsible for maintaining the secrecy of the username/password combination and other details that the End-user uses to gain access to an account and to use the Services. The End-user is also responsible for the protection of all of the equipment it uses (mobile telephones, tablets, computers) and to protect software and data against illegal access, viruses, spyware and similar.

4.4 Each party shall inform the other party immediately in the event that it becomes aware of any abuse or of the fact that access to Services, Products or data has been obtained illegally, or in the event that it has been established that its equipment contained a virus, spyware or other malicious software.

4.5 NET2GRID shall not accept any liability for damage that is not the result of the misuse of or illegal access to our Services, Products or servers.

**5. Personal details**

NET2GRID shall uphold the confidentiality of all personal details belonging to the End-user and shall take all



reasonable measures to prevent the misuse of personal details. The End-user gives NET2GRID permission to make use of personal details, as described in Article 9.4 and to share these with third parties, in so far as that is necessary in order to provide the Products and Services.

5.1 NET2GRID may save correspondence (by e-mail) and record telephone conversations between the End-user and NET2GRID for training and security purposes.

## 6. Fees and charges

6.1 All of the fees and charges indicated in connection with the Products shall include turnover tax, but exclude transportation costs. All costs relating to Products shall be invoiced at the time of dispatch. Fees charged for Services shall be invoiced annually in advance. The first invoice shall be sent immediately after the End-user has created an account and has registered as a user of the Service.

6.2 The deadline for payment shall be 10 days, from the date of the invoice.

## 7. Term and cancellation

7.1 Unless otherwise agreed, an agreement for the provision of Services shall remain in force for a period of two (2) years, and for an indeterminate period thereafter. Following the initial period of two (2) years, the agreement for the provision of Services may be cancelled, subject to a notice period of one (1) month. The End-user shall be entitled to terminate the Service via the NET2GRID website ([www.NET2GRID.com](http://www.NET2GRID.com)).

7.2 Each of the parties shall be entitled to terminate the agreement in full or in part with immediate effect and without notice of default in the event that the other party is granted a suspension of payments, either on a temporary basis or not, or in the event that the other party has submitted an application for insolvency or in the event that the company of the other party undergoes liquidation or ceases trading, other than for the purpose of reconstruction or merger with another company.

7.3 NET2GRID shall be entitled to terminate or suspend any provision of Services and/or Products in the following cases:

- a In the event that the End-user has requested insolvency or a suspension of payments
- b In the event that the End-user has exceeded a payment deadline by more than ten (10) working days, a direct debit has failed on two occasions or a payment is cancelled

c In the event that the End-user uses a Service or Product in a manner different to the one that is permitted in accordance with the General Terms and Conditions or the Documentation

In the cases referred to above, suspension by NET2GRID shall not, in any manner whatsoever, release the End-user from its obligations towards NET2GRID.

7.4 Any payments made to NET2GRID shall not be refunded.

## 8. Warranty

8.1 NET2GRID guarantees that the Products will operate in accordance with the Documentation for a period of twelve (12) months from the date of supply.

8.2 In the event that a Product does not operate in the manner laid down in the Documentation, the End-user must first contact NET2GRID via the Website. In the event that NET2GRID has also established that the Product is not working as it should, the End-user shall be entitled to receive a comparable Product from NET2GRID, in replacement of the defective one. The costs for the return of the product shall be borne by the End-user. In the event that the product has not been purchased directly from NET2GRID, other warranty conditions may apply.

## 9. Intellectual property rights

9.1 All intellectual property rights relating to the Services and/or Products (and to any associated material, such as documentation, software, websites, datafiles, equipment, analyses, designs, reports, or quotations) shall be vested exclusively in NET2GRID, its licensors or suppliers.

9.2 The provision by NET2GRID of Services and/or Products to the End-user shall not constitute a transfer of the intellectual property rights relating thereto. The End-user shall be accorded the right to make use of the services for its own purposes inside the Netherlands. That right of use shall be a non-exclusive one. The right of use relating to the Services shall apply for the term of the agreement.

9.3 The End-user shall take no action or shall refrain from any action that may affect the intellectual property rights of NET2GRID or render them invalid. Decompilation, reverse engineering, or the dismantling of Products and/or Services shall not be permitted under any circumstances.

9.4 NET2GRID shall receive from the End-user an irrevocable right of use with regard to the data of the End-user that are processed via the Products and Services. NET2GRID shall be permitted to process the data and to store them in a database. NET2GRID shall also be permitted



to provide that data to third parties, on the condition that the data have been processed in such a manner that the third party shall not, in any way, be able to trace them back to the personal details of the End-user.

**10. Liability**

10.1 The liability of NET2GRID liability for any failure to fulfil an agreement shall be restricted to the reimbursement of any direct loss or damage, up to a maximum of the amount that the End-user has paid for the Product that caused the loss or damage concerned. In the case of Services, the total liability shall be limited to the amount of the fees paid for the Service involved during the twelve (12) months prior to the onset of the loss or damage.

10.2 The liability of NET2GRID for damage caused by death, physical injury, or material damage shall never exceed the amount paid out by NET2GRID's insurer.

10.3 The liability of NET2GRID for the following categories of loss or damage is hereby excluded:

- a Indirect or consequential losses, including, but not restricted to, the following: damage caused by the fact that the Products and Services have been used for the activation or switching off of equipment, the accidental activation or switching off of which is capable of causing irreparable damage or injury (such as refrigerators, freezers and medical equipment, sensitive audio, video or other equipment), but also additional energy consumption and savings that are unachieved
- b Damage caused by the misuse of the username/password combinations used by the End-user in order to access the Services
- c Damage that results from the incorrect operation of the internet or the failure of equipment or software belonging to the End-user to operate correctly
- d Damage that results from the use of the Products and Services for applications other than those encountered in a domestic setting.

10.4 The limitations of liability shall no longer apply in so far as the damage is the result of an intentional act or gross negligence on the part of NET2GRID.

10.5 In the event that the restrictions listed above are untenable in law, the liability of NET2GRID shall in any case be limited to the amount paid out by its insurer.

**11. General**

11.1 NET2GRID shall be entitled to amend these General Terms and Conditions at any time and shall endeavour to inform the End-user of any such amendment in advance.

11.2 The fact that NET2GRID does not assert its rights (immediately) shall not be regarded as a waiver of those rights.

11.3 A signed agreement may only be amended or supplemented by written agreement. NET2GRID shall be entitled to transfer rights or obligations to third parties, without the prior permission of the End-user.

11.4 All quotations, agreements and any provision of Services or Products shall be subject to the laws of the Netherlands. Any disputes between the End-user and NET2GRID shall be resolved by the Court in the city of Utrecht.