



General Terms and Conditions of Sale

Last updated: 19 December 2019

1. Introduction

1.1 These General Terms and Conditions of Sale are applicable to and govern your purchase and use of SpinetiX Players, Software licenses and Services provided by SpinetiX. This is a legal agreement which incorporates SpinetiX's (i) Privacy Notice see <https://www.spinetiX.com/legal/privacy-notice>, (ii) end-user license agreement for Software (EULA) see <https://www.spinetiX.com/legal/end-user-license-agreement>, (iii) additional terms for specific Software or Services that you use, (iii) our policies, that are posted from time to time at <https://www.spinetiX.com/legal> or otherwise notified to you, and (iv) any attached Schedules.

1.2 You should read these General Conditions carefully as they affect your legal rights and govern your relationship with us.

1.3 By using SpinetiX Players, Software or Services, you represent that you have legal capacity to accept these General Conditions. If you use or purchase SpinetiX Players, Software or Services on behalf of a company or any other person or legal entity, you are representing that you have full right and authority to accept these General Conditions on its behalf. In such case, Customer/you includes such company or other person or legal entity and its Affiliates.

1.4 Any modification of these General Conditions by you, regardless of their nature or purpose, and any terms contained in any of your documentation which conflict with these General Conditions will only be valid if accepted by SpinetiX in writing by an authorized representative.

1.5 SpinetiX provides WidgetONE and WidgetONE PLUS Services which are subject to additional terms, see <https://www.spinetiX.com/legal> (Widget Terms).

1.6 SpinetiX provides Cloud Services which are subject to the Terms of Service, as defined in Clause 2.

2. Definitions

In these General Conditions, the following terms shall have the following meanings:

Affiliate means an entity that, either directly or indirectly, controls, is controlled by, or is under common control with, SpinetiX, and “control” means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise;

Cloud Services means SpinetiX ARYA™, Cockpit and SpinetiX’s other services provided through the cloud and software as a service, including any free version or trial version of the services, provided through our Website;

Cockpit is a software as a service accessible at <https://cockpit.spinetix.com/> and developed by SpinetiX for maintenance and operation of Software, SpinetiX Players and 3rd Party Players;

Confidential Information means all information disclosed by SpinetiX or Customer to the other party whether orally or in writing that is designated as being confidential or that by its nature reasonably should be understood to be confidential given its content and/or the circumstances of its disclosure;

Content has the meaning in Clause 14.1;

Contract means a contract between SpinetiX and a Customer for the sale of the SpinetiX Players, Software and/or Services as described above in Clause 1.1 and created in accordance with Clause 3;

Customer means the person who purchases the SpinetiX Players, Software or Services from SpinetiX as may be described in the Order Confirmation or otherwise in writing by SpinetiX. Customer is also referred to as “you”;

Customer Order means an order made in writing by Customer to SpinetiX for a SpinetiX Player, Software or Services, including Customer’s written validation of a quotation by SpinetiX for a SpinetiX Player, Software or Services;

Data means any data (including Personal Data), Content, SpinetiX Player data, 3rd Party Player data, and other information about Customer’s business, products, or services that is provided by Customer to SpinetiX;

Deliverables means the deliverables that SpinetiX agrees to provide to the Customer pursuant to the Services;

DSOS™ means the operating system dedicated to digital signage created by SpinetiX;

EULA means SpinetiX's end-user software license agreement, see <https://www.spinetix.com/legal/end-user-license-agreement>;

General Conditions means these General Terms and Conditions of Sale;

Order Confirmation means a written confirmation issued by SpinetiX that it has received a Customer's Order;

Personal Data means any information which are related to an identified or identifiable natural person as defined in Article 4(1) of the General Data Protection Regulation (EU) 2016/679 (GDPR);

Price means the price of the SpinetiX Players, Software or Services (excluding VAT or other sales taxes);

Return Material Authorization Procedure means the return material authorization procedure for SpinetiX Players described on the Website, see <https://www.spinetix.com/legal/return-merchandise-authorization-rma-process>;

Services means (i) WidgetONE Services including any Deliverables, (ii) other services provided on a work for hire basis by SpinetiX or its subcontractors including any Deliverables, and (iii) Cloud Services;

Software means (i) software activated on an authorized desktop personal computer or other platform, (ii) firmware, operating system software and software that is subsequently activated on a SpinetiX Player, or a 3rd Party Player and (iii) Widgets;

SpinetiX means SpinetiX SA and/or its Affiliates. SpinetiX is also referred to as "us";

SpinetiX ARYA™ is a software as a service accessible at <https://arya.spinetix.cloud> that combines both content management and content distribution for digital signage applications;

SpinetiX Player means a digital signage player manufactured by SpinetiX and powered by DSOS™;

Terms of Service means the terms of service applicable to Cloud Services, see <https://www.spinetix.com/legal/terms-of-service>;

3rd Party Player means a digital signage player manufactured by 3rd parties and that is certified by SpinetiX to be compatible with DSOS™;

Website means (i) SpinetiX's website www.spinetix.com in respect of the legal documents referred to in these Terms and also for the purpose of giving notices under these Terms, and (ii) the registration and administrative interfaces for the

SpinetiX Players, Software, Cloud Services and Services provided by SpinetiX for use by Customers and permitted end-users;

Widgets mean simple software in a script format that may be used to dynamically auto-update live data, including data from third parties, displayed on SpinetiX Players and 3rd Party Players; and

WidgetONE Services means the display customization of selected Widgets by SpinetiX, or its subcontractors, for use in a Customer's digital signage display using SpinetiX Players and Software. These services are provided under the name WidgetONE or WidgetONE Plus.

3. Contract Creation

3.1 SpinetiX Players:

Upon receipt of a Customer Order SpinetiX shall prepare the SpinetiX Players for dispatch and issue an Order Confirmation that confirms receipt of the Customer Order and sets out the details of the SpinetiX Players ordered, the Price, a reference number and an estimated delivery date. A Contract between you and SpinetiX for the sale of a SpinetiX Player, including any Software embedded in it, shall be created upon dispatch of the SpinetiX Player by SpinetiX.

3.2 Services:

A Contract between you and SpinetiX for the provision of a Service shall be created upon either (i) SpinetiX's commencement of Services following your offer and then SpinetiX's Order Confirmation or the request which you made when (a) you clicked "I Agree" or a similar button on the Website or (b) in the case of the WidgetONE Services by SpinetiX accepting your purchase order; or (ii) upon signature of a written agreement between you and SpinetiX.

3.3 Software:

A Contract between you and SpinetiX for the grant of a Software license shall be created upon SpinetiX making the Software available to you.

4. Applicable Law/Restrictions

4.1 You shall comply with all applicable laws relating to the use of the SpinetiX Players, Software and Services, including data protection and privacy, environmental

laws, regulations or codes of conduct relating to the recycling and/or disposal of electrical, electronic equipment and packaging material.

4.2 The following are not included in any Contract:

- (a) network cabling, electrical installations, as well as the internet connection;
- (b) quality assurance & on-site testing after screens installation; and
- (c) onsite interventions, 1st and 2nd level support;

unless SpinetiX specifically agrees in writing to include them in a Contract and in such case such works are payable at SpinetiX's standard hourly rates.

4.3 The contents of SpinetiX's catalogues, brochures and other notices, whether hard copy or online, are for information purposes only, including with respect to Prices, and may be modified by SpinetiX at any time without notice. For the avoidance of doubt, SpinetiX may not change the Prices applicable to any Contract once that Contract has been created.

5. Delivery of SpinetiX Players and Delivery Costs

5.1 Normally, delivery of SpinetiX Players will be Ex-Works Incoterms 2010, Lausanne (Switzerland) or Rotterdam (Netherlands) as specified in the Order Confirmation. You shall therefore pay for any applicable transportation, insurance, duties, taxes and other official charges payable upon importation of the SpinetiX Players, and the cost of related customs formalities. For any deliveries which are not Ex-Works the applicable chosen Incoterm shall apply.

5.2 Any disputes with the carrier of the SpinetiX Players after delivery Ex-Works or any other agreed delivery term where you pay the transportation charges shall be your sole responsibility. The existence of a claim against the carrier shall not entitle you to refuse the SpinetiX Players, or to delay payment of the Price or reduce the Price.

5.3 SpinetiX shall not be bound by any delivery dates unless these are specified to be binding by SpinetiX in writing. SpinetiX shall not be bound by any delivery dates if you have failed to pay the Price in full and on time under the applicable Contract.

5.4 Subject to Clause 5.3, you shall only be entitled to cancel a Contract for late delivery if the delivery is more than 30 days late. Apart from cancellation, you shall have no other remedies for late delivery.

6. Acceptance of SpinetiX Players/Return of Defective SpinetiX Players

6.1 Claims that the SpinetiX Players or the numbers of SpinetiX Players received by you are not those which were ordered must be made in writing within 10 days after their receipt by you. If you do not make such a claim, the SpinetiX Players shall be deemed to have been definitively accepted by you unless: (i) they fail to function correctly within their first 24 hours of operation, and (ii) the end-user has notified you of this failure, and (iii) you have notified SpinetiX of a suspected 'Dead on Arrival' in accordance with SpinetiX's Return Material Authorization Procedure, see <https://www.spinetiX.com/legal/return-merchandise-authorization-rma-process>, within the sooner of:

- (a) 30 days from receipt of the SpinetiX Player by you; or
- (b) 10 days from receipt of the SpinetiX Player by the end-user.

unless SpinetiX specifically agrees in writing to include them in a Contract and in such case such works are payable at SpinetiX's standard hourly rates.

6.2 SpinetiX's responsibility in respect of such a claim shall be limited to the supply of replacement SpinetiX Players functioning correctly and in the quantity and according to the specification ordered.

6.3 Under no circumstances shall SpinetiX have any responsibility for SpinetiX Players returned to it, unless the Return Material Authorization Procedure has been followed.

6.4 SpinetiX shall have no responsibility for SpinetiX Players lost or damaged after delivery Ex-Works or under any other agreed delivery term.

7. Services

7.1 SpinetiX may, in its sole discretion, provide the Services itself or through any third-party subcontractors.

7.2 Services that are provided on a work for hire basis are payable on a time and materials basis in accordance with SpinetiX's standard rates from time to time, unless otherwise agreed in writing with SpinetiX, and may be subject to a written statement of work.

7.3 You may request Services in writing, including email, or where SpinetiX provides an administrative interface for requesting certain Services, via the Website.

7.4 After creation of the applicable Contract and SpinetiX's receipt of your payment of the full amount of the Price (or a partial amount specified in the quotation), SpinetiX will provide the Services accordingly.

7.5 You will promptly make available any of your Data necessary for SpinetiX to perform the Services. You agree that your Data may be sent by SpinetiX to its subcontractors who perform the Services and accordingly that you may be contacted directly by such subcontractors. SpinetiX is not responsible for any delays caused by your failure to (i) provide SpinetiX and its subcontractors your Data necessary for the Services, or (ii) to comply with your other responsibilities related to the Services.

7.6 The Services shall be deemed accepted upon your receipt of the final Deliverables. Claims that the Services are not those which were ordered, or fail to satisfy the conditions of the Contract, must be made in writing within 14 days after their receipt by you (for avoidance of doubt, such period applies to any iteration of the Deliverables delivered to you). No claims shall be accepted after such period. SpinetiX shall have no responsibility for Deliverables that are damaged or corrupted after delivery.

7.7 The Software used to provide the WIDGETONE Services contains third party open source software from jQuery and its use is subject to the terms and conditions of such software (GNU General Public License (GPL)). SpinetiX may therefore make available to third parties the Software used to provide the WIDGETONE Services to third parties, without restriction to the extent that it contains such third-party open source software.

7.8 The Price for the Services does not include travel by SpinetiX, or services performed at your site by SpinetiX. These are payable and must be separately agreed with SpinetiX.

7.9 The use and performance of the Services, templates, Widgets, and connectors developed by SpinetiX may depend on interactions or interfaces with third-party data, software, cloud servers/applications, websites and application programming interfaces (APIs), over which SpinetiX has no control. Third party APIs may change, and SpinetiX Software may evolve, impacting the Service or requiring you to accept an upgrade to the affected Software to enable you to continue to use the Service. Depending on the type of subscription you have, you may be charged for the Software upgrade. Accordingly, SpinetiX is not liable for any limitation to, or impact on, the Services that results from such third-party internet service and hosting providers, software, services, cloud servers/applications or websites, the evolution of SpinetiX Software or any operating features of 3rd Party Players. SpinetiX is also not liable for any processing of your Data that is transmitted through third-party software, services, servers, cloud applications or websites.

8. Force Majeure

SpinetiX shall have no liability to you if it is prevented from or delayed in performing its obligations under any Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation: strikes, lock-outs or other industrial disputes; non-performance by third parties including internet service and hosting providers, third party server downtime or unavailability, failure of a utility service or transport or telecommunications network, third-party software, services, servers, cloud applications or websites; war, political unrest, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; climate change, acts of God earthquake, fire, flood, storm, or other natural disasters; or default of suppliers or sub-contractors. SpinetiX will use its reasonable efforts to notify you of any such occurrence as soon as possible.

9. SpinetiX Player, Software and Service Warranties/Limitation of Liability

9.1 SpinetiX's warranties for the SpinetiX Players and Software are contained in Schedule 1. These are for your benefit only and are your sole and exclusive remedy against SpinetiX. The SpinetiX Players and Software are therefore provided without any other express or implied warranties or other promises (including warranties of merchantability or satisfactory quality, fitness for purpose, or non-infringement).

9.2 The warranties in Schedule 1 are not applicable in cases where you:

- (a) have failed to pay the Price of the SpinetiX Players or Software in question or if payments from you are overdue in respect of any other SpinetiX Players or Software; or
- (b) have failed to comply with the Return Material Authorization Procedure.

9.3 SpinetiX provides the Services with a commercially reasonable level of skill but unless otherwise specified in these General Conditions or any other applicable terms for a Service, THE SERVICES ARE PROVIDED 'AS IS' AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR OTHER PROMISES (INCLUDING MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR PURPOSE, OR NON-INFRINGEMENT). SPINETIX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES.

9.4 SPINETIX GIVES NO WARRANTY THAT YOUR USE OF THE SOFTWARE OR THE DELIVERABLES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF THE SOFTWARE OR THE DELIVERABLES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM DEFECTS, OR THAT THE DATA PROVIDED BY THE SOFTWARE OR THE DELIVERABLES IS ACCURATE OR COMPLETE.

9.5 SpinetiX shall not be liable to the maximum extent permitted under applicable law whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, sales, revenues or savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising or otherwise resulting from the use of the SpinetiX Players, Software or the Services or any inability to use the SpinetiX Players, Software or Services. SpinetiX shall not be liable for any of the losses described in this Clause 9.5 even if you have informed SpinetiX of the possibility of such losses. SpinetiX shall also not have any liability as described in this Clause 9.5 in the event of any delay in the performance of its warranty obligations.

9.6 SpinetiX Players, Software and Services are not intended for use in direct life support, health or medical applications where a system or component malfunction may result in physical harm or injury to persons. SpinetiX gives no warranties in respect of use of SpinetiX Players, Software or Services in direct life support, health or medical applications.

9.7 In no event shall SpinetiX's liability to you exceed the Price of the SpinetiX Players, Software or Services in question.

9.8 In no cases shall SpinetiX be liable for any loss or damage that was not reasonably foreseeable.

9.9 SpinetiX gives no warranties in respect of any training it may carry out for you.

9.10 You shall indemnify and hold SpinetiX harmless from any claims in relation to the SpinetiX Players, Software or Services which extend or increase SpinetiX's liability beyond the liability in these General Conditions. You shall indemnify SpinetiX against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by SpinetiX:

- (a) arising out of, or in connection with, any claim made against SpinetiX by a third party for death, personal injury or damage to property arising out of or in connection with defective SpinetiX Players, Software or Services, to the extent that the defect is attributable to the acts or omissions of you, your employees, agents, sub-licensees, subcontractors or additional end-users;
- (b) arising out of your failure to comply with applicable law, including data protection and privacy, environmental laws, regulations or codes of conduct relating to the recycling and/or disposal of electrical, electronic equipment and packaging material; and
- (c) when the SpinetiX Players, Software or Deliverables are exported by you outside the country to which SpinetiX delivers them and the SpinetiX Players,

Software or Deliverables are found not to have complied with any laws and regulations affecting their manufacture, sale, packaging and labelling, or such exports are in breach of any international sanctions or other restrictions on exports.

9.11 In the event of any claim that your use of the SpinetiX Players, Software, Services infringes the intellectual property rights of a third party, you shall immediately notify SpinetiX, and permit SpinetiX to have sole conduct of the claim at SpinetiX's expense, including defending or settling such claim at SpinetiX's discretion. SpinetiX may procure the right for you to continue using the SpinetiX Players, Software or Services, or replace or modify the SpinetiX Players, Software or Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the relevant Services and withdraw the infringing SpinetiX Player, Software or Deliverables (including any related support or services of each) on 7 days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

9.12 Nothing in these General Conditions or in respect of any Contract shall limit SpinetiX's warranties or liability for losses which may not be limited or excluded by applicable law.

10. Price/Payment

10.1 The Price of SpinetiX Players, including costs relating to the delivery terms, if these are other than Ex-Works Incoterms 2010, and Software are described in the Order Confirmation. The Price of a Service shall be as notified by SpinetiX to you in writing. Prices exclude all applicable VAT or other sales taxes which if applicable shall be payable by you.

10.2 SpinetiX reserves the right by written notice to change the terms of payment for any SpinetiX Players, Software or Services at any time before the creation of any Contract.

10.3 Please note that your bank and/or credit company (if paying by credit card) may charge you additional fees which are payable by you in full. Please contact your bank or credit card company for more details. In any event you must ensure that you pay the Price in full without any deductions for bank, credit card or other third-party charges.

10.4 You shall pay SpinetiX 100% of the Price in advance, i.e. before delivery, unless an Order Confirmation provides otherwise.

10.5 In some cases, SpinetiX may require a reservation deposit in advance to cover the production charges. The deposit is not refundable if you cancel the Contract.

10.6 If you fail to pay the Price under any Contract when due, SpinetiX may in relation to that Contract and any other Contracts, suspend all open deliveries, Services, SpinetiX Player reservations, technical support to you and warranties for SpinetiX Players, Software or Services. This suspension shall apply whether or not the SpinetiX Players, Software or Deliverables are in your possession or the possession of any other person, including any end-user. SpinetiX may also take legal action against you to recover such amounts. To end this suspended status, you must pay SpinetiX all the due amounts (plus interest as described in Clause 10.7 and any costs that SpinetiX has incurred due to the late payment), including but not limited to currency conversion losses, bank charges, administration charges, and SpinetiX Player reservation charges.

10.7 Late payments shall be subject to interest in the amount per annum of 2% over the 1-month LIBOR rate (or a generally accepted successor rate) for the currency applicable to the Contract, with a minimum of 2% per annum, and shall accrue as of the date when payment is due until the date that the funds are received by SpinetiX.

10.8 If anyone in possession of a SpinetiX Player, Software or Deliverable for which SpinetiX has suspended the warranty as above makes a claim against SpinetiX in respect of that warranty suspension, you shall indemnify and hold SpinetiX harmless against that claim.

11. Retention of Title

SpinetiX shall retain title to the SpinetiX Players until payment in full of the Price, plus any applicable interest. In the event payment for the SpinetiX Players is not made when due, SpinetiX may, at SpinetiX's option, repossess the SpinetiX Players or take legal action to obtain payment, and the sale shall then be automatically null and void.

12. Software

12.1 In cases when you have been received a copy of SpinetiX's Software, your rights and obligations in respect of its use shall in addition to these General Conditions be subject to the EULA, see <https://www.spinetiX.com/legal/end-user-license-agreement>. The applicable EULA is incorporated by reference in its entirety to these General Conditions.

12.2 In cases where you have access to SpinetiX's Software as part of Cloud Services, your right and obligations in respect of its use shall be subject to the Terms of Service, see <https://www.spinetiX.com/legal/terms-of-service>.

12.3 For certain Software specified in SpinetiX's 'Product Support Status policy', SpinetiX provides security fixes, maintenance of specified features and provides patches on a commercial 'best efforts' basis depending on the age of the Software. SpinetiX provides such fixes, maintenance of features and patches 'As Is' and without any warranty or liability. SpinetiX reserves the right to update or change its Product Support Status policy at any time without restriction and when we do so we will announce any such changes on the Website. See the Product Support Status policy here: <https://www.spinetix.com/legal/product-support-status>.

13. Policies

The supply of SpinetiX Players, Services and Software is subject to any applicable policies posted on the Website. You agree that it is your responsibility to understand and comply with these policies, as applicable. SpinetiX's policies may be updated upon reasonable notice including via the Website, see <https://www.spinetix.com/legal>.

14. Content

14.1 All video, audio, images, other visual content, information or materials that you upload, or permit an end-user to upload, or that are accessed through any SpinetiX Player, 3rd Party Player, Software, Cloud Services and/or the Services (Content) is the property of the applicable Content owner and may be protected by applicable copyright law and other intellectual property rights. You must ensure that you have the right to use such Content. Where Content is provided through a third party application provider, use of such application and/or access to Content through it, may be subject to additional terms of use of the application provider. You are responsible to ensure that you comply with all such terms of use as applicable. These General Conditions give you no rights to use third party applications and/or access Content through it.

14.2 If you use the Software and/or any SpinetiX Player or 3rd Party Player to create or distribute Content, SpinetiX is not responsible for such Content, and you are solely responsible, to ensure that such Content and use of it is in accordance with applicable law, including laws relating to data protection, privacy, obscenity and export laws worldwide.

15. Data and Personal Data; Data Protection

15.1 While requesting, ordering, or using SpinetiX Players, Software or Services, you may send certain Data, including Personal Data to SpinetiX. You agree that SpinetiX may use all such Data in accordance with these General Conditions and our Privacy Notice see <https://www.spinetix.com/legal/privacy-policy>. Our Privacy Notice

describes the Personal Data we collect, our use of cookies on our Website and your rights and obligations in respect of Personal Data and cookies.

15.2 On installation of the Software on your computer and/or activation of a SpinetiX Player or 3rd Party Player, certain Data will be communicated to SpinetiX's computer systems which depending on the Software type may include the hour of installation, computer name, CPU, player serial number, version of software and/or firmware, IP address, and geographical location of the IP address. You agree that SpinetiX may use this Data:

- (a) to verify that our SpinetiX Players, Services and Software are being used in accordance with these General Conditions, our Terms of Service, see <https://www.spinetiX.com/legal/terms-of-service>, our EULA, see <https://www.spinetiX.com/legal/end-user-license-agreement>, and any other applicable terms and conditions;
- (b) for providing you with SpinetiX Players, Software and Services;
- (c) for statistical purposes and SpinetiX's marketing purposes. Please note that SpinetiX does not provide your Data to third parties for their marketing purposes;
- (d) for maintenance and support purposes; and
- (e) for understanding SpinetiX Player performance under different environmental, operational or configuration conditions and to make updates or improvements to SpinetiX Players and Software.

15.3 We may access Content in your SpinetiX Players or 3rd Party Players if needed for maintenance and support purposes and to test the resolution of any technical issues. We will not access or use your Content for any other purpose, and we will keep your Content confidential, safe and secure. We will not provide Content displayed in your SpinetiX Players or 3rd Party Players to any third party except where maintenance services are provided by a distributor or a dealer and in such case, you agree that they may access your Content for maintenance and support purposes and to test resolution of any technical issues.

15.4 You are not permitted to use our SpinetiX Players, Software or Services for the processing of sensitive Personal Data.

15.5 You represent and warrant that you own all right, title and interest in and to all such Data or have the right to grant all the permissions, licenses and rights regarding such Data to enable SpinetiX to use it as described in this Clause 14.

15.6 SpinetiX will maintain reasonable administrative, physical and technical safeguards for the protection of your Data.

15.7 SpinetiX is not responsible for any loss, destruction, alteration or disclosure of Data caused by any third party.

16. Confidentiality

16.1 SpinetiX and you agree to hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third-party or use the other's Confidential Information for any purpose other than for the purposes of any Contract.

16.2 SpinetiX and you agree to each take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of Clause 16.1.

16.3 You acknowledge that details of the SpinetiX Players, Software and Services, SpinetiX's specifications, the results of any performance tests of the SpinetiX Players, Software or Services and the prices charged by SpinetiX for the SpinetiX, Software and Services are SpinetiX's Confidential Information.

17. Consumer right to Cancel: Applicable to Consumer Purchases from the Website

17.1 Unless an exception listed in Clause 17.2 applies, if you are a consumer you have the right to cancel a Contract for Services, or digital content not supplied in a physical medium, that you ordered from the Website for any reason, within 14 days of conclusion of the Contract. In such a case the following applies:

- (a) you must inform SpinetiX of your decision to cancel the Contract by contacting us at legal@spinetix.com or using this form and sending it to us before the end of the cancellation period; and
- (b) except as described in Clause 17.2, SpinetiX will reimburse all payments made to us by you for the cancelled Contract on the same means of payment, unless you expressly tell us otherwise.

17.2 The right of cancellation does not apply to:

- (a) the delivery of sealed Software, audio or video content ordered from the Website that has been unsealed by you after delivery;
- (b) a Service ordered from the Website, if SpinetiX or its subcontractor has fully performed the Service, and you accepted that when you placed your order on the Website that SpinetiX could deliver it and that you could not cancel delivery once it started;
- (c) a Service ordered from the Website, if you have accessed or used the Service during the cancellation period; and
- (d) the supply of digital content which is not provided on a tangible medium ordered from the Website, if you accepted that when you placed your order on the Website that SpinetiX could deliver it and that you could not cancel delivery once it started.

17.3 This Clause 17 does not apply to business to business sales.

18. Conflicts

18.1 Any direct conflict between these General Conditions and the Privacy Notice, see <https://www.spineticx.com/legal/privacy-policy>, shall be resolved in favour of the Privacy Notice.

18.2 Any direct conflict between the Terms of Service and the Privacy Notice, see <https://www.spineticx.com/legal/privacy-policy>, shall be resolved in favour of the Privacy Notice.

18.3 Any direct conflict between these General Conditions and the Terms of Service to the extent they relate to your use of Cloud Services shall be resolved in favour of the Terms of Service.

18.4 Any direct conflict between these General Conditions and the Widget Terms shall be resolved in favour of the Widget Terms to the extent it relates to WidgetONE and WidgetONE Plus Services, and to the extent it relates to other matters, shall be resolved in favour of these General Conditions

18.5 Any direct conflict between these General Conditions and the EULA to the extent it relates to Software shall be resolved in favour of the EULA, and to the extent it relates to other matters, shall be resolved in favour of these General Conditions.

19. General

19.1 Notices under any Contract must be given in writing. Notices in writing include by email or other written formats and SpinetiX may publish notices on the Website.

19.2 If any part of these General Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

19.3 If you don't comply with these General Conditions, and SpinetiX does not take immediate action, this does not mean that SpinetiX is giving up any of its rights, and SpinetiX may take action in the future.

19.4 SpinetiX may make changes to these General Conditions or other conditions, terms of service or policies applicable to your use of the SpinetiX Players, Software or Services. If SpinetiX makes any such changes, it will publish these on the Website or otherwise notify you with reasonable advance notice.

19.5 You may not assign or transfer any of your rights or obligations under any Contract, by operation of law or otherwise, without SpinetiX's prior written consent, which SpinetiX will not unreasonably withhold. SpinetiX may at any time assign, transfer, mortgage or charge any of its rights or obligations under the Contract.

19.6 The sale of SpinetiX Players or Services and your right to use Software under these General Conditions shall not grant you any exclusive right to buy or resell the SpinetiX Players or Services or to be an exclusive licensee of the Software. Any grant of exclusivity shall only be valid if separately agreed in writing by you and SpinetiX.

19.7 There are no third-party beneficiaries under these General Conditions or any Contract.

19.8 SPINETIX and HMP HYPER MEDIA PLAYER, ARYA, DSOS and ELEMENTI are registered trademarks, and all logo and graphic designs are trademarks of SpinetiX. Other product and company names appearing in the SpinetiX Players, Software and Services are used for identification purposes only and may be trademarks or registered trademarks of their respective companies. Registered and unregistered trademarks used in the SpinetiX Players, Software and Services are the exclusive property of their respective owners.

19.9 Words used in these General Conditions like "including", "include", "in particular", "for example" or any similar expression are illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms. Words in the singular also mean the plural (and vice-versa) where the context permits.

19.10 Subject to Clause 19.11, these General Conditions and any Contract formed pursuant to them, shall be governed by the laws of Switzerland without regard to its conflict of laws provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods of January 1, 1988 shall not apply to these General Conditions and any Contract. SpinetiX and you irrevocably agree to the exclusive jurisdiction of the courts of Lausanne, Switzerland for the adjudication of any disputes arising under these General Conditions and any Contract.

19.11 If you are a consumer under consumer protection legislation you may be entitled under applicable law to have adjudicated any consumer protection related disputes in your country of usual residence.

SCHEDULE 1

SpinetiX Player and Software Warranties

1. Hardware Standard Warranty:

SpinetiX manufactures the SpinetiX Players from parts and components that are new or equivalent to new in accordance with industry-standard practices. SpinetiX warrants to you in accordance with the following provisions that SpinetiX Players, purchased by you from SpinetiX or an authorized SpinetiX distributor/reseller, will be free from defects in materials, workmanship and design affecting normal use, for 36 months from the date of invoice to you from SpinetiX or an authorized SpinetiX distributor/reseller (Standard Warranty).

2. Hardware Extended Warranty:

2.1 The extended warranty, where available, extends the Standard Warranty for an additional 24 months from the last day of the Standard Warranty period (Extended Warranty) for certain specified SpinetiX Players listed below:

- HMP400
- HMP350
- HMP300
- DIVA – Digital Signage Player

2.2 The Extended Warranty:

(a) is not available in all circumstances and you must first check with SpinetiX or an authorized SpinetiX distributor/reseller whether it is available for purchase; and

(b) if available for purchase:

- (i) must be purchased within 60 days of your purchase of the SpinetiX Players to which it relates; and
- (ii) you must provide to SpinetiX or an authorized distributor/reseller the original sales receipts of the applicable SpinetiX Players prior to purchase.

2.3 An Extended Warranty is only valid if SpinetiX or the authorized SpinetiX distributor/reseller issues you with an Extended Warranty certificate which contains:

- (a) the serial numbers and the date of purchase for each of the SpinetiX Players covered by the Extended Warranty; and
- (b) the date of purchase of the Extended Warranty.

2.4 The Extended Warranty is in addition to, and shall not in any way affect, any of your statutory, contractual dealer warranty or other rights; and

3. Software

Subject to the limitations and other provisions in these General Conditions and the EULA, SpinetiX warrants that the Software will perform substantially in accordance with SpinetiX's specification for a period of 30 days from the date of purchase.

4. Repair or Replacement

4.1 SpinetiX Players for which proper Standard Warranty or Extended Warranty claims are made will, at SpinetiX's option, be repaired or replaced free of charge. SpinetiX shall own any replaced SpinetiX Players and all parts removed from repaired SpinetiX Players. SpinetiX uses new and reconditioned parts made by various manufacturers in performing repairs and building replacement SpinetiX Players. SpinetiX is not liable in any respect for, nor does it provide, any installation or re-installation service in respect of any repaired or replaced SpinetiX Players.

4.2 Your sole and exclusive remedy against SpinetiX under the Standard Warranty and any Extended Warranty is for the repair of the applicable SpinetiX Players or their parts (or, at SpinetiX's discretion, replacement of the SpinetiX Players or any defective part or parts thereof). No other remedy, including, without limitation, any claim for incidental or consequential damage or loss of whatsoever nature, shall be available to you.

5. Exclusions:

THESE WARRANTIES, INCLUDING ANY EXTENDED WARRANTY, DO NOT APPLY TO, AND UNDER NO CIRCUMSTANCES SHALL SPINETIX BEAR ANY LIABILITY FOR ANY PHYSICAL OR OTHER DAMAGES WHETHER TO PERSONS OR TO EQUIPMENT OF ANY KIND, WHICH MAY HAVE RESULTED DIRECTLY OR INDIRECTLY FROM, MISUSE OF THE SPINETIX PLAYERS, DEFECTS FROM IMPROPER OR INADEQUATE INSTALLATION, USE OR MAINTENANCE, ACTIONS OR MODIFICATIONS BY UNAUTHORIZED THIRD PARTIES OR YOU, OR ACCIDENTAL OR WILFUL DAMAGE. THESE WARRANTIES DO NOT APPLY TO THE EXTERNAL POWER SUPPLY UNIT NOR THE INTERNAL MEMORY MEDIUM.

6. Making a Claim:

6.1 If you purchased the SpinetiX Player and/or the Extended Warranty from SpinetiX:

(a) To make a claim under the Standard Warranty or an Extended Warranty you must request a Return Material Authorization (RMA) from SpinetiX and then comply with the Return Material Authorization Procedure on the Website, see <https://www.spinetiX.com/legal/return-merchandise-authorization-rma-process>.

(b) SpinetiX has the right to reject the warranty claim if you do not follow and fully cooperate with the Return Material Authorization Procedure. To make a claim under an Extended Warranty you must provide a copy of the original

invoice covering your purchase of the applicable SpinetiX Players and the Extended Warranty certificate.

6.2 If you purchased your SpinetiX Player and/or the Extended Warranty from authorized SpinetiX distributor/resellers:

(a) To make a claim you must first contact the authorized SpinetiX distributor/reseller from whom you purchased the SpinetiX Player and/or Extended Warranty who will then inform you of their return material authorization procedure/warranty claim procedure to follow. SpinetiX is not able to accept returns or provide replacement or repaired SpinetiX Players direct to customers who purchased the SpinetiX Players from an authorized SpinetiX distributor/reseller (however SpinetiX will honour any valid warranty claim from the applicable SpinetiX distributor/reseller).

(b) The SpinetiX distributor/reseller has the right to reject the warranty claim if you do not follow and fully cooperate with their return material authorization procedure. To make a claim under an Extended Warranty you must provide a copy of the original invoice covering your purchase of the applicable SpinetiX Players and the Extended Warranty Certificate.