

# uRADMonitor General Terms of Service

## Effective: May 1st, 2021

Thank you for your interest in the uRADMonitor Global environmental monitoring network!

### Definitions

These uRADMonitor General Terms of Service (the “**General Terms**”, “Contract” or “Terms”) describe your rights and responsibilities when using our Services. The access and use of the uRADMonitor APIs is subject to the uRADMonitor API Terms of Service (the “**API Terms**”). We also encourage you to read [our Privacy Policy](#) (the “Privacy Policy”) to better understand how you can update, manage, export, and delete the information you share when using our Services.

You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully.

- a) Under these General Terms, “Service Provider” or “**Magnasci**”, is a Romanian company, with offices at Str.Cocorului Nr.23, Dumbravita 307160, Romania, registered under the number RO35268562. We may refer to Magnasci as "we", "our", or "us" in the Terms.
- b) “**uRADMonitor**” or “the global environmental monitoring network” is a Magnasci registered product, comprised of Magnasci proprietary hardware products (“**Products**” or “**Sensors**”) presented in detail on the uRADMonitor website and a network of interconnected Sensors (“The uRADMonitor Network” or “**Network**”) . The Network generates environmental “**Data**” that you can access via the APIs;
- c) “Customer”, “**you**,” and “**your**,” refers to the individual, company or legal entity that you represent.
- d) “**Platform**” refers to the uRADMonitor [website](#), the uRADMonitor mobile application or any other frontend where we display information related to our products or services.
- e) “**Service**” or “Services” refers to what we offer you via the Platform and includes the software infrastructure to access and visualise the Sensors Data, the APIs to access and use the Sensors Data and any additional services related to our products that are publicly available such as the “**Blog**” or the “**Forum**”.
- f) “APIs” are the application programming interfaces for data access (the “**APIs**”) as detailed in the [API documentation](#).
- g) You are a “Registered user” or “Authorised user” if you create an account on our Platform. The information you provide is subject to our Privacy Policy. Creating an account requires your email, name and location data and gives you access to the uRADMonitor “Dashboard” where you have access to additional uRADMonitor Services.
- h) You are a “Visitor” or “Guest user” if you use our Platform without registering for an account.

## Technical requirements

You can use our Services on a computer, a mobile phone, a smart TV or a tablet. The Platform gives you access to a global map of interconnected uRADMonitor Sensors or the Network. You can access the MAP for free, in your favourite web browser, at any time.

If you are an Authorised user, you can use the uRADMonitor Dashboard to configure your uRADMonitor Sensors or to set notifications. Depending on availability, you can receive notifications on a phone via SMS or on a computer via email.

You are solely responsible for providing high speed internet service for yourself or others acting on your behalf to access and use the Services.

## Cost of Sensors and Services

Parts of our Services are offered for free (eg. the Global Environmental Map) others are offered on a payment basis. Such costs, where applicable, are presented on our Platform. For example you can purchase Sensors and the pricing will be displayed on the website under the Products section. For customers that purchase our Services, fees are specified at the Services interface “check-out” and in the Order Form(s) — and must be paid in advance. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable.

## No refunds

Due to the sensitive nature of our Sensors, a hardware product sale is final and non refundable. All our sensors are calibrated and tested prior to shipping and are offered brand new. Returns are not possible as the returned sensors would no longer satisfy these quality requirements.

## Ownership and Proprietary rights

We own and will continue to own our Services, including the hardware diagrams of our Sensors, any source code used to build our Services, any Data generated by our Services and all related intellectual property rights. We may make new software components available, via app stores or other channels, as part of the Services. We may provide software updates. UNLESS EXPRESSLY PERMITTED BY MAGNASCI, YOU WILL NOT, AND WILL NOT PERMIT OTHERS ACTING ON YOUR BEHALF TO DO THE FOLLOWING WITH ANY URADMONITOR DATA OR CONTENT RETURNED FROM OUR SERVICES:

- a) Scrape, build databases, or otherwise create permanent copies of the Data;
- b) Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- c) Misrepresent the source or ownership; or
- d) Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## Your obligations

You must comply with this Contract and ensure that others acting on your behalf also comply with the Contract. We may review conduct for compliance purposes, but we have no obligation to do so. You can only use our Services, including the uRADMonitor hardware products (“Sensors”), the uRADMonitor Platform and the uRADMonitor APIs, if you and any other entity acting on your behalf do comply to the obligations below:

### **ADVERTISING:**

- a) You will not make any statement regarding your use of our Services which suggests partnership with, sponsorship by, or endorsement by Magnasci without Magnasci’s prior written approval.
- b) In the course of promoting, marketing, or demonstrating the Services you are using and the associated uRADMonitor Products, Magnasci may produce and distribute incidental depictions, including screenshots, video, or other content from your use case, and may use your company or product name. You grant us all necessary rights for these purposes.

### **FAIR USE:**

- a) Use the Service in accordance with its purpose;
- b) Comply with generally applicable state law regulations while using the Services
- c) You will adopt a respectful and civilised behaviour on our Platform, Blog, Forum or social media;
- d) You will not provide any false information on our Platform , including but not limited to the information you provide when registering a new user account. When ordering a Product you will provide the correct shipping address, contact phone number and a Bill to address to issue your invoice. If you are a business registered in the European Union, you will provide a valid VIES VAT ID number with any order placed on our Platform;

### **NO COMPETITION TO MAGNASCI:**

**a) You will not use our Data on websites, Portals and/or mobile applications that would result in a competitive activity to Magnasci and our Products or Services.**

### **SECURITY:**

- a) You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
- b) You will not reverse engineer or attempt to extract the source code from any parts of our Services, Products or any related software;
- c) You will not Interfere with or disrupt the Service or the servers or networks providing the APIs.
- d) You will not use the Service for any activities where the use or failure of the Service could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

Some uRADMonitor Services have additional requirements as described in their specific additional terms and policies. (eg. “uRADMonitor API Terms of Service”). Using our Services implies that you are accepting all applicable terms stated on our Platform.

## **Our responsibilities**

For all Services, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will try to provide you with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

## **Limitation of Liability**

### a) SERVICE WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, MAGNASCI MAKES NO SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE SERVICES, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS";

### b) SENSOR WARRANTIES

By the nature of the technology used, any uRADMonitor Sensor can potentially fail to meet specification without warning. We make every effort to ensure reliability of all sensors but where life safety is a performance requirement of the product and, where practical, we recommend that all sensors and instruments using our sensors are checked for response to target parameter before use. We accept no liability for any consequential losses, injury or damage resulting from the use of the uRADMonitor Products. Customers should test the sensors under their own conditions to ensure that the sensors are suitable for their own requirements and in accordance with the plans and circumstances of the specified project and any standards / regulations pertaining to the country in which the sensors will be utilised;

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

### c) LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, MAGNASCI WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

## **Confidentiality**

a) Confidential information: Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with these Terms, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

- b) Protection and Use of Confidential Information: The Receiving Party will (a) take at least reasonable measures to prevent the unauthorised disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Terms; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.
- c) Compelled Access or Disclosure: The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure.

## Termination

- a) Termination: you may stop using our Services at any time with or without notice;
- b) Your Obligations Post-Termination: upon any termination of the Terms you will immediately stop using the Services, including the APIs where applicable and delete any cached or stored content that was obtained via the Services.
- c) If we believe that there is a violation of the Terms that can be remedied, we will, in most cases, ask you to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services or any third parties.
- d) If we believe that there is a violation of the Terms that is harmful to our interests or business (such as you engaging in a competitive activity to Magnasci) we will terminate the Contract immediately and block your access to our Data and Services.
- e) We may terminate the Contract immediately if we reasonably believe that you are using the Services in violation of applicable law.
- f) In case of termination due to reasons related to above mentioned d) or e) , we reserve the right not to inform you on this decision. We may however, publicly provide notice of the termination of your right to use our Services on our social media channels if of interest to our user community;

## Final provisions

- a) Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of Romania without reference to its conflicts of law provisions.
- b) Partial Invalidity. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.