



# SPECIFIC CONDITIONS FOR THE PROVISION OF ACCESS CONTROL SERVICES USING M2M ("MACHINE TO MACHINE") TECHNOLOGY

## 1. PURPOSE, SERVICE, ACCEPTANCE AND AREA OF APPLICATION.

### 1.1. Purpose

The specific conditions described below (hereinafter referred to as the "Conditions") regulate the relationships between JCM Technologies, S.A. (hereinafter referred to as "JCM") with Spanish tax number CIF nº A08827974, with its business address at Calle Costa d'en Paratge 6 B 08500 - (Vic) - Barcelona, registered in the mercantile registry of Barcelona, Volume 44111, Folio 203, Section 8, Sheet B-12779, and the client (hereinafter referred to as the "Client") in all matters related to the provision of remote control and opening services for building accesses using electronic-mechanical "Machine to Machine" (M2M) closure technology (hereinafter referred to as "the Service").

For the purposes of these Conditions, the terms "Client" is understood exclusively as a means to refer to any natural or legal person whose professional or business activity is the commercial distribution or the installation of automated equipment for garage doors.

Those individuals, legal bodies, and/or property owners' communities with whom the Client, enters into contracts, will not be entitled to hold the status of Clients, however they will be considered as end users (hereinafter referred to as the "End Users", such that any contractual relationships that may be established between the Client and the End Users will not be binding with respect to JCM in any event whatsoever.

### 1.2. A Description of the Service.

The Service, which is based on the application of M2M technology, permits the control, the opening and the closing of garage doors through the exchange of information or communication in the form of data between the following components:

(i) The Server and the Cable communication network or through wireless networks, through which the information both sent and received is managed. JCM will directly contract the network services with the corresponding companies (hereinafter referred to as "the Network Provider").

(ii) Access control equipment, which the Client will install, under his own responsibility, with JCM having total indemnity with respect to any modifications that may be performed on the installation undertaken in the building in which access control is to take place.

(iii) A multi-operator SIM card, incorporated into the access control equipment. JCM will directly contract the SIM services with a



telecommunications service operator (hereinafter referred to as “the SIM Provider”). In no event will the ownership of the SIM card be transferred to the Client, however the Client must retain the SIM card in addition to the codes associated with it and that are delivered with the card. The components described in the previous sections (i), (ii) and (iii) may be contracted in an individual manner, in accordance with that agreed by the Client and JCM in each case.

Furthermore, the Client may contract one or more of the additional services that are detailed in **Annex 1**.

JCM and, where appropriate, the Client, undertake to provide the Network Provider and the SIM Provider with those licences and permits necessary in order to process the information related to the Client and the End Users, with the aim of performing the Service contracted.

In no event does JCM hold the status of an agent or a subsidiary company of the SIM Provider, or of the Network Provider, nor does JCM act on their behalf.

### **1.3. Acceptance**

The unreserved acceptance of these Conditions and their annexes is essential for the provision of the Service. Consequently, the acceptance of a quote, or the making of an order implies both the Client's prior knowledge and his/her express, unreserved acceptance of these Conditions and their annexes and a declaration that the Client has read, understood and accepted them.

The contracting of the service also entails the acceptance by the Client of all notifications, regulations of use and instructions that were made known to the Client by JCM, by the SIM Provider, or by the Network Provider, either simultaneously, or after having accepted these Conditions.

Moreover, agreeing implies waiving and cancelling conditions previously signed with JCM Technologies regarding M2M services.

### **1.4. Link to the General Conditions of JCM Technologies, S.A. and to Prior Agreements made between the Parties.**

The General Conditions of Sale of JCM Technologies, S.A. which are published on the corporate website <https://www.jcm-tech.com/sales-and-use-conditions/>, complete these Conditions in that not provided for herein. These Conditions are also available on the aforementioned website.

As such, these Conditions prevail over the General Conditions; any article or provision of the General Conditions that may oppose or contradict these clauses being null and void. In the same manner, in the event of any doubts or



misinterpretations, that established in the clauses of the Conditions will be applied.

Furthermore, the acceptance of these Conditions also leaves any pre-existing contract or agreement between the Parties with respect to the Services null and void. Any former agreements are automatically replaced by these Conditions and, where appropriate, by that established in the provisions of the General Conditions.

The acceptance of these Conditions entails the return of any operators' SIM card that the Client has in his possession, and that has, in turn been provided by JCM as part of the provision of any service.

In addition, those expenses that may arise from replacing a previously-held SIM card with any new card will be met by the Client.

## **2. SERVICE PROVISION**

### **2.1. The Delivery of Components**

In order to provide the Service, as agreed between the parties, JCM will deliver the following to the Client: an access control device (in which the SIM card is already incorporated and activated, unless the Client has requested that it be activated later), the security codes for the use of the card, and the Instruction Manual that provides information on activation and installation.

The delivery of the components for installation, as detailed above, will take place when JCM delivers them to the post office or to the carrier responsible for undertaking their delivery to the postal address detailed by the Client. After this procedure has taken place, JCM cannot be held responsible for any delays in the delivery or the receipt of these goods, nor for the loss of the installation components, nor for any damages that may occur to the Client or to the components as a result of this delivery.

### **2.2. The SIM Card: Conditions of Use.**

#### a) Ownership and Use.

The SIM card is the property of the SIM Provider, which has authorised JCM to assign it to the Client, on the condition that the Client must respect the conditions of use pertaining to the SIM card, as agreed upon by the SIM Provider and JCM.

**Annex 2** details an extract of the conditions of SIM card use that have been established by the SIM provider. The acceptance of these specific conditions



by the Client implies that the Client accepts the conditions for the use of the SIM card, as established by the SIM Provider.

The SIM card may only be used in order to access the Services in accordance with these Conditions and the SIM Provider's conditions of use. It may not be used for any other purpose apart from the access control equipment.

#### b) The Activation and Replacement of the SIM card

The SIM card will be activated when the installation components are delivered, unless the Client has previously expressly its activation at a later date.

JCM may replace the SIM card for technical or operational reasons, or in order to improve the services provided.

### **2.3. Returning the SIM Card**

At the end of the Service Provision, the Client must return the SIM card to JCM, with all of its component parts, in proper working order, not including any wear and tear derived from normal use.

### **2.4. Associated Services**

The Client may contract one or more of the additional services, as established in **Annexe 1**.

### **2.5. Guarantees**

JCM will provide the Service as indicated in these Conditions, that is, in accordance with the term ("as is"), as it is applied in international commerce. Therefore, JCM cannot guarantee the normal operation or absence of defects (although it will do its best to do so) nor can it guarantee that the Service meets the Client's expectations when this has been contracted.

The Client acknowledges and accepts that it is technically impossible for JCM to provide the Service without the occurrence of any failures whatsoever, and accepts that there may be issues that affect the Service and that are beyond the control of JCM, and even the SIM Provider and the Network Provider; these, by way of example and are not limited to, a lack of network capacity, physical obstructions, atmospheric conditions and/or delays or failures caused by the suppliers or manufacturers used by the SIM Provider and the Network Provider.

JCM cannot be held liable, to the full extent allowed by the legal system, for damages of any nature that may be due to defects in the instalment of the installation components, to failures in the operation of these components and of the services associated with them, to defects in the latter and to the lack of



fulfilment of the Client's expectations with respect to the Service, in addition to any defects that may arise from any manipulation performed by the Client on the installation components.

Furthermore, and as is applicable, all those matters regarding claims, guarantees and after-sales repairs will be valid, as provided in JCM's General Sales Conditions for associated services that may be included in those individual offers made to each client.

### **3. THE OBLIGATIONS OF THE CLIENT**

**Notwithstanding any obligation or any non-execution of services that the Client may have to assume in accordance with other clauses in these Conditions:**

#### **3.1. The Client undertakes to:**

(i) The End Users of the Client that have contracted the Service must assume all those obligations established in these Conditions and their annexes that, either expressly or implicitly, are applicable to these End Users before using the Service. Any breaches of these Conditions made by the Client's End Users that affect the provisions and purpose of these Conditions will be attributable to the Client.

(ii) Hold JCM, the SIM Provider and the Network Provider harmless against damages and/or any responsibilities arising from the use of the Services contracted.

(iii) Respect and comply with the applicable laws and codes of good practice, and any instruction or condition that JCM (or the SIM Provider or the Network Provider), in its reasonable judgment, communicates to and/or imposes on the Client, in order to avoid (i) the transmission of illegal materials or content, or (ii) deterioration or damage to the systems.

(iv) Not engage in any conduct that could cause the non-compliance by JCM, the SIM Provider or the Network Provider, of any applicable regulations, of any code of good practices, or of any applicable license or authorisation. The Client will fully cooperate with all of the above organisations in order to comply with that required to fulfil the requirements of the Services contracted in accordance with those regulations applicable at all times.



(v) Comply with any instructions issued at any time by JCM regarding the use and sale of the services. Specifically with respect to returning the SIM card when this has been requested, and in the event that this task is not performed, paying the surcharge due.

(vi) Ensure that any information provided to JCM is accurate, complete and provided in a timely manner, and to inform JCM of any changes that may be made to this information.

(vii) Immediately report if the SIM card has been lost or stolen, by calling JCM, and then send a written document or email in order to confirm the details.

### **3.2. The Client will abstain from:**

(i) Reverse engineering, decompiling, disassembling, reproducing, altering, transforming, deconstructing, modifying or in any way manipulating the SIM card and any of the components in the installation or assigning, transmitting or lending it to third parties, either for payment or free of charge. Nor must the Client use the card or the components as collateral or as a guarantee, nor will he/she establish any charges or encumbrances on them.

(ii) Using the SIM card, or any of the installation components for any purpose other than for those purposes established in these Conditions, nor use it nor allow it to be used for illegal activities.

(iii) Performing any activity that may infringe the rights of third parties, especially through the use, communication, reproduction, distribution or modification of communications or materials, whether of industrial or intellectual property, or of any other kind, or by making these materials or communications publicly available.

(iv) Claiming ownership of any intellectual or industrial property rights related to or created under the Service provided, or that are related to any of the installation components. Nor must the Client undertake any actions that may infringe any intellectual property rights or any other form of protection with respect to any invention, discovery, improvement, design, brand or logo related to the components.

## **4. VALIDITY**

These Conditions will enter into effect when the Client accepts a quote or requests a Service order from JCM.



JCM will provide the Service for the time established in the individual offer made to each client, notwithstanding the faculty of unilateral termination or withdrawal, as detailed in Clause 7.1.

## **5. PRICE**

The Client will pay JCM those amounts that arise from the Services contracted, in accordance with the prices and rates applicable at all times, and with respect to those services specified for each Client.

The Client acknowledges that he/she has been properly informed of the prices that will be applied in accordance with the Service contracted. Any modification of these prices will be communicated to the Client by any means deemed appropriate by JCM in order to ensure that the Client has proof of these modifications, the new prices and the dates from which these will be applied.

Moreover, and as is applicable, all matters relating to claims, guarantees and after-sales repairs will be valid, as detailed in JCM's General Sales Conditions for those associated services that are included in the individual offers made to each Client.

## **6. SERVICE MODIFICATIONS**

The characteristics of the Service may be modified unilaterally by JCM in order to adapt them to technological developments.

In this event, JCM will inform the Client of any modifications with a 15 calendar day period of prior notice, which will be calculated from the date on which the modification is to be made. This faculty, which is held by JCM, neither impairs nor invalidates the Client's right to withdraw from the Service, as established in Clause 7.1.



## 7. TERMINATION

### 7.1. By Unilateral Withdrawal.

a) Withdrawal by the Client: The Client may request the cessation of the Service at any time, without the need to justify this action for any reason, and he/she may do so by written, verbal or electronic communication within thirty (30) calendar days prior to the date on which the termination of the Service is intended. Written communication must be sent to the head office of JCM, the address of which appears in these Conditions. In the event of verbal or electronic communication, JCM reserves the right to request sufficient documentation to prove the identity of the Client.

b) Withdrawal by JCM: the latter may request the cessation of the Service at any time, without the need to justify this action for any reason, and may do so by written, verbal or electronic communication within thirty (30) calendar days prior to the date on which the termination of the Service is due to take place.

### 7.2. Termination due to Non-compliance.

JCM and the Client will be entitled to terminate the contractual relationship that arises from these Conditions in the event that the other party fails to comply with the obligations established in these Conditions, its annexes and/or, the General Conditions.

Furthermore, JCM may terminate the contract in the event of unauthorised, illegal, fraudulent use, actions contrary to good faith, or improper actions by the Client with respect to Service.

Notwithstanding the above, if the cause of contract termination is due to a breach of the payment obligations, JCM may proceed with contract termination when payment delay exceeds a period of three (3) consecutive months, or two alternate months within a period of six (6) months.

In all events, contract termination will take place with respect to those contractual breaches not rectified within a period of seven (7) business days after the receipt of the written request of the aggrieved party. This written request will demand the correction of the infringement, unless the breach committed is manifestly unredeemable, or if it makes it impossible for the aggrieved party to comply with its reciprocal obligations, in which case contract termination may be immediate.

In all events, the aggrieved party may claim for any damages or losses that any breach may have caused.

The Service provided will be discontinued in all those cases of contract termination that are initiated by JCM.





## **8. INDUSTRIAL AND INTELLECTUAL PROPERTY**

Any data, documents, intellectual or industrial property rights, or any other information that may belong to JCM, to the SIM Provider, or to the Network Provider, and that may have been supplied or provided to the Client in any manner, or any other such information related to the fulfilment of the contract, or for any other purpose, will remain the exclusive property of JCM, the SIM Provider or the Network Provider, as applicable.

The Client will not be entitled to use, modify, adapt or otherwise use the rights over the intellectual or industrial property of JCM, the SIM Provider or the Network Provider, and is only entitled to use these rights for the exclusive purpose of using the Service.

The Client will notify JCM immediately of any infractions, violations, or judicial or extrajudicial claims proceedings, related to any right regarding intellectual or industrial property, or any other means that protects an invention, discovery, improvement, design, brand or logo in relation to any of the installation components and the Service provided.

### **Annexe 1 – Services**

- a) Real-time update service for access control system users.
- b) App control team video-call service for users.

### **Annexe 2 – The Conditions of the SIM Card Provider**

<https://www.wirelesslogic.com/es/aviso-legal/>