

Thanks for using IoT4i. Our mission is to create a more enlightened way of working by providing an intuitive, unified platform to keep your data safe and accessible. These terms of service (“**Terms**”) cover your use and access to our services, client software and websites (“**Services**”). Our [Privacy Policy](#) explains how we collect and use your information. By using our Services, you’re agreeing to be bound by these Terms.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like machine data, product data, production schedules, and so on (“**Your Stuff**”). Your Stuff is yours. These Terms don’t give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Stuff, backing it up. Our Services also provide you with features like custom development, data processing and reporting. To provide these and other features, IoT4i accesses, stores, and process Your Stuff. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

Your Responsibilities

Your use of our Services must comply with our Acceptable Use Policy. Content in the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download, or share content unless you have the right to do so.

IoT4i may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. We aren’t responsible for the content people input and share via the Services.

Help us keep Your Stuff protected. Safeguard your password to the Services, and keep your account information current. Don’t share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, to use our Services, you must be at least 13 (or older, depending on where you live).

Software

Some of our Services allow you to download client software (“**Software**”) which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we’ll make that license available to you and the provisions of that license may expressly override some

of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Beta Services

We sometimes release products and features that we're still testing and evaluating ("Beta Services"). Beta Services are labeled "alpha," "beta," "preview," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as IoT4i other services. Beta Services are made available so that we can collect user feedback, and by using our Beta Services, you agree that we may contact you to collect such feedback.

Beta Services are confidential until official launch. If you use any Beta Services, you agree not to disclose any information about those Services to anyone else without our permission.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title, or interest in the Services, others' content in the Services, IoT4i trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our [Copyright Policy](#). We reserve the right to delete or disable content alleged to be infringing and terminate accounts of infringers.

Paid Accounts

Billing. You can increase your storage space, tags and add paid features to your account. We'll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. If you're on an annual plan, we'll send you a notice email reminding you that your plan is about to renew within a reasonable period of time prior to the renewal date. You're responsible for all applicable taxes, and we'll charge tax when required to do so. Some countries have mandatory local laws regarding your cancellation rights, and this paragraph doesn't override these laws.

No Refunds. You may cancel your IoT4i Paid Account at any time. Refunds are only issued if required by law.

Downgrades. Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or remove Paid Account features.

Changes. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you're in breach of these Terms,
- (b) your use of the Services would cause a real risk of harm or loss to us or other users, or
- (c) you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export Your Stuff from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- (a) you're in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users,
or
- (c) we're prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond IoT4i's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems. If we discontinue the Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, IoT4i AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED

"AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO— THIS INCLUDES ANY LIABILITY FOR IOT4i'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES.

IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, IOT4i, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT IOT4i OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IOT4i, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. IOT4i AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO 5% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH IOT4i.

Resolving Disputes

Let's Try to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against IoT4i, you agree to try to resolve the dispute informally by contacting us. We'll try to resolve the dispute informally by contacting you via email.

Judicial Forum for Disputes. You and IoT4i agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of Pennsylvania, subject to the mandatory arbitration provisions below. Both you and IoT4i consent to venue and personal jurisdiction in such courts.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and IoT4i agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Allegheny PA, United States.

Arbitration Fees and Incentives. The AAA rules will govern payment of all arbitration fees. IoT4i will pay all arbitration fees for individual arbitration for claims less than \$1,500. If you receive an arbitration award that is more favorable than any offer, we make to resolve the claim, we will pay you \$1,000 in addition to the award. IoT4i will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate. Either you or IoT4i may assert claims, if they qualify, in small claims court in Allegheny (PA). Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Allegheny County, PA to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this

specific paragraph is held unenforceable, then the entirety of this “Mandatory Arbitration Provisions” section will be deemed void.

Controlling Law

These Terms will be governed by Pennsylvania law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

Entire Agreement

These Terms constitute the entire agreement between you and IoT4i with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.

Waiver, Severability & Assignment

IoT4i's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. IoT4i may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation

date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.

Privacy Policy

Thanks for using IoT4i! Here we describe how we collect, use, and handle your data when you use our websites, software, and services (“**Services**”).

What & Why

We collect and use the following information to provide, improve, protect, and promote our Services:

Account information. We collect, and associate with your account, the information you provide to us when you do things such as sign up for your account, upgrade to a paid plan, etc.

Your Stuff. Our Services are designed as a simple and personalized way for you to store your data, products, machine configuration, shifts, delay codes, and so on (“**Your Stuff**”), and work across multiple devices and services. To make that possible, we store, process, and transmit Your Stuff as well as information related to it.

Device information. We also collect information from and about the devices you use to access the Services. This includes things like IP addresses, the type of browser and device you use, and identifiers associated with your devices.

With Whom

We may share information as discussed below, but we won’t sell it to advertisers or other third parties.

Others working for and with IoT4i. IoT4i uses certain trusted third parties (for example, providers of customer support and IT services) to help us provide, improve, protect, and promote our Services. These third parties will access your information to perform tasks on our behalf, and we’ll remain responsible for their handling of your information per our instructions.

Other applications. You can choose to connect your IoT4i account with third-party services—for example, via “BI” systems. By doing so, you’re enabling IoT4 and those third parties to exchange information and data in your account so that IoT4 and those third parties can provide, improve, protect, and promote their services. Please remember that third parties’ use of your information will be governed by their own privacy policies and terms of service.

Law & Order and the Public Interest. Stewardship of your data is critical to us and a responsibility that we embrace. We believe that your data should receive the same legal protections regardless of whether it’s stored on our Services or on your local server. We’ll abide by the following Government Request Principles when receiving, scrutinizing, and responding to government requests (including national security requests) for your data:

- Be transparent,
- Fight blanket requests,

- Protect all users, and
- Provide trusted services.

How

Security. We have a team dedicated to keeping your information secure and testing for vulnerabilities. We continue to work on features to keep your information safe in addition to things like encryption.

User Controls. You can access, amend, download, and delete your information by logging into your IoT4i account.

Retention. When you sign up for an account with us, we'll retain information you store on our Services for as long as your account exists or as long as we need it to provide you the Services depending on the product capabilities. If you delete your account, we'll initiate deletion of this information after 30 days.

Where

Around the world. To provide you with the Services, we may store, process, and transmit data in the United States and locations around the world—including those outside your country. Data may also be stored locally on the devices you use to access the Services.

Changes

If we're involved in a reorganization, merger, acquisition, or sale of our assets, your data may be transferred as part of that deal. We'll notify you (for example, via a message to the email address associated with your account) of any such deal and outline your choices in that event.

We may revise this Privacy Policy from time to time, and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you.