

End User License Agreement for the Bold App

Please carefully read this End User License Agreement ("EULA") to ensure that you understand its contents before you use the Bold App. By checking the acceptance box when you register yourself to use the Bold App you enter into an agreement with Bold. If you do not agree with this EULA, please do not use the Bold App.

This EULA covers your use of the Bold App whether or not used in combination with any Bold Product.

If you accept this EULA on behalf of another person, you warrant (*garandeert*) that you have full legal authority to accept the terms and conditions in these EULA on behalf of that person, and to legally bind that person.

Bold may amend, supplement or replace the conditions of this EULA in its sole discretion.

This EULA is last revised on: 29-July-2021. Current version: 1.1

1. How to contact us

- 1.1. If you have any questions or suggestions regarding the Bold App, please contact us at support@boldsmartlock.com.

2. Definitions

- 2.1. In this EULA the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

Bold: Bold Security Technology B.V. Proostwetering 41, 3543AC, Utrecht, the Netherlands;

Bold App: The Bold application, including any Updates, the main purpose of which is to open and close the Bold Smart Cylinder (the cylinder lock which can be opened and closed with the Bold App and a personal PIN code);

Bold Products: the physical access system products purchasable from Bold, including the *Bold Smart Cylinder*, the *Bold Smart Connect* and the *Bold Clicker*.
Documentation: The information about the Bold App, its features and the system requirements as made available by Bold;

Updates: Any modified versions and updates of, and additions to the Bold App;

3. General

- 3.1. If you download the Bold App onto a device that is not owned by you, you must have the owner's consent for this. You will be responsible for complying with this EULA, whether or not you own the device on which the Bold App is installed.

4. License

- 4.1. All intellectual property rights in the Bold App and the Documentation throughout

the world belong to Bold (or its licensors).

- 4.2. Bold grants you a non-exclusive, non-transferable, limited, revocable license to use the Bold App and the Documentation in accordance with this EULA. Bold reserves all rights not expressly granted to you in this EULA.

5. Permitted use and restrictions

- 5.1. You may use the Bold App for the purpose of handling the Bold Products.
- 5.2. You acknowledge that loss and access to your device could result in unauthorized access to your private space(s). You acknowledge that it is essential that your device is secured with a password, access code, fingerprinting or face recognition and that solely you can access your device. You are solely responsible for securing your devices and keeping your passwords and access codes confidential.
- 5.3. You shall use the Bold App and the Documentation in accordance with applicable laws and shall not:
- a) provided that this is not a part of the intended Bold App functionality, rent, lease, lend, sell, redistribute, sublicense, provide or otherwise make available the Bold App and the Documentation in any form, in whole or in part to any person without prior written consent from Bold;
 - b) copy, adapt, translate, decompile, reverse engineer, disassemble, alter, modify or create derivative of the Bold App or any parts thereof, except to the extent permitted by applicable law or as otherwise provided in this EULA;
 - c) delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Bold App and the Documentation;
 - d) use the Bold App in a way that could damage, disable, overburden, impair or compromise Bold's systems or security or interfere with other users of the Bold App;
 - e) collect any information or data through and from the Bold App or Bold's systems or attempt to decipher any transmissions to or from servers in connection to the Bold App.

6. Updates and support

- 6.1. From time to time Bold may update and change the Bold App and the Documentation in its sole discretion and without notice to you, for instance to improve performance, enhance functionality, reflect changes to the operating system or address security issues.
- 6.2. You are responsible for updating the Bold App. If you choose not to install Updates or if you configure your device to opt out from automatic Updates, you may not be able to adequately and securely continue using the Bold App.

7. Use of data

- 7.1. Under data protection laws, Bold is required to inform you about who Bold is, how Bold processes your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in the

Bold Privacy Statement. We advise you to carefully read this information before using the Bold App.

8. Disclaimer

- 8.1. Your use of the Bold App is at your own risk.
- 8.2. The Bold App and the Documentation are provided on an "as is" and "as available" basis without warranty (*garantie*) – express or implied – of any kind. Bold specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by Bold, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and you may not rely upon such information or advice.

9. Liability

- 9.1. The exclusions and limitations of liability referred to in this clause 9 apply to the extent that such exclusions and limitations are permitted under applicable law. In the event that certain exclusions and limitations are not permitted, those exclusions and limitations shall not apply to you, while the other permitted exclusions and limitations shall continue to apply.
- 9.2. The liability of Bold for any and all damages incurred by you in connection with the use of the Bold App and this EULA is excluded to the fullest extent.

10. Term and termination

- 10.1. This EULA will continue to be in force until terminated by you or Bold. Termination of this EULA entails that you are no longer able to use the Bold App.
- 10.2. You are free to terminate this EULA at any time by deleting the Bold App from your device.
- 10.3. Bold is entitled to terminate this EULA with immediate effect or with effect from a later date specified by Bold at any time without stating reasons.

11. Miscellaneous

- 11.1. A failure by Bold to give notice to you of any breach or non-fulfilment of any provision, term or clause of this EULA shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfilment of any provision, term or clause hereof constitute a waiver of any other provision, term or clause thereof.

12. Governing law and disputes

- 12.1. This EULA and your use of the Bold App is governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law rules.
- 12.2. Any dispute between Bold and you shall exclusively be submitted to the competent court in Utrecht, the Netherlands. The foregoing shall not apply if you, within one month after Bold has invoked this provision, notify Bold in writing that you would like to submit this dispute to the competent court pursuant to applicable procedural law.