



General Terms and Conditions

101 SOLUTIONS BV

Business address: Vreebergen 78, 9403 ES Assen
Visiting address: Nijbracht 128, 7821 CE Emmen, The Netherlands

www.101SOLUTIONS.nl

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Chamber of Commerce: 04084055Drenthe

Content

Content.....	2
General term & Conditions 101 Solutions BV.....	4
Article 1. Applicability.....	4
Article 2. General.....	4
Article 3. Price, invoicing and payment	4
Article 4: Confidential Information.....	5
Article 5: Liability	5
Article 6. Changes to the terms and conditions	6
Article 7. Governing jurisdiction of the courts of the Netherlands.....	6
Description of service – 101Webportal and hardware.....	7
Article 1. Acknowledgment and acceptance of terms of service	7
Article 2. Description of service 101Webportal	7
Article 3. Modifications to service	7
Article 4. Privacy policy.....	7
a. General	7
b. Personal Data	8
c. Purpose and provision to third parties.....	8
d. Cookies	8
e. Security.....	8
f. Storage duration.....	8
g. Inspection, correction and removal	8
Article 5. Client account, password, and security	9
Article 6. Disclaimer of warranties	9
Article 7. Limitation of liability	9
Article 8. Host content and other limitations.....	9
Article 9. Client conduct	10
Article 10. Indemnification	10

Article 11. Termination.....	10
Article 12. Notice.....	11
Article 13. Participation in promotions of advertisers	11
SIM-card provided by 101 SOLUTIONS BV - General Terms & Conditions - 2017-01-01.....	12
Article 1. Definitions	12
Article 2. The signing of Telematic subscriptions	12
Article 3. Transferring the subscription.....	12
Article 4. The SIM card	12
Article 5. Use of equipment and SIM cards.....	13
Article 6. Technical changes or network problems	13
Article 7. Customer details	13
Article 8. Cancellation.....	14
Article 9. Agreements bound over a particular period of time	14

General term & Conditions 101 Solutions BV

Article 1. Applicability

These Terms and Conditions apply to all offers, order confirmations and agreements of 101 SOLUTIONS BV, located at Vreebergen 78 in Assen, Netherlands, visiting address Nijbracht 128, 7812 CE Emmen, Netherlands, registered under number 04084055 in the Commercial Register of the Chamber of Commerce at Meppel, hereinafter supplier. All conditions of the supplier includes shall mean the client is the natural or legal person who has given the order to the supplier to supply goods and / or services, or has signed a contract with the supplier.

Article 2. General

1. All offers and prices are without obligation, unless expressly stated otherwise in the tender. The agreement between the client and the supplier enter into force when the contract provided by the supplier confirmed in writing to the customer. Verbal commitments by and agreements with subordinates bind supplier only if and insofar as they are confirmed in writing by the supplier.
2. Any purchase or other conditions of the client never being part of the agreement.
3. If agreeing any provision of these terms and conditions is or becomes invalid, the remaining provisions of these Terms and Conditions remain in full force and enter supplier and client consultation in order new provisions to replace the invalid provisions, as much may be adhered to the purpose and intent of the invalid provision.

Article 3. Price, invoicing and payment

1. The offers made by 101 SOLUTIONS BV are free of obligation; they are valid for 30 days, unless otherwise indicated.
2. The amount owed by the client to the supplier is determined in the order confirmation or agreement between customer and supplier which these general conditions apply.
3. All prices and rates are exclusive of sales tax (VAT) and other charges imposed by the government, unless otherwise stated. All prices and rates are always set in Euros.
4. Unless otherwise agreed, the payment terms are:
50% of the agreed contract price, payable within 14 days after the invoice date or before the goods are delivered; 50% of the agreed price at delivery, payable within 14 days after the invoice date.
5. From the moment the client exceeds the limit of payment, or in the event of liquidation, bankruptcy or suspension of payment of the purchaser, the clients obligations shall become immediately due and payable.

Article 4: Confidential Information

Parties commit themselves to each other to ensure confidentiality regarding all information of the other party over which they and / or their employees in the execution of the agreement (s) will read and which they have indicated, or known to the other party or can reasonably know that secrecy is required.

Article 5: Liability

1. Supplier accepts liability only insofar it appears from this article.
2. In the case of culpable failure to fulfill the agreement the supplier is liable only for compensatory damages, that reimbursement of the value of the omitted performance. Any liability of the supplier is excluded for any other form of damage, including additional compensation in any form whatsoever, compensation for indirect damage, business or consequential damages or damages for lost profits.
3. Supplier is not liable for delays, damages for loss of data, damages for exceeding delivery times due to changed circumstances, damage due to inadequate cooperation, information or materials by the principal and losses due to information given by the supplier or recommendations whose content is not explicitly part of a written agreement.
4. Supplier is not liable if the client make modifications or made by third parties in the goods and / or services provided by the supplier. This also includes the use for purposes for which goods and services are not provided.
5. For damage caused to property of the client during assembly or installation by the supplier, the supplier is not liable.
6. The compensation for attributable failure shall in no case exceed the price (exclusive of VAT) stipulated in the agreement for the supplier performance in the period of three months preceding the default of the supplier.
7. Supplier's liability for damages in tort is expressly excluded. If and when no appeal can be made, the compensation per event -in a series of events is regarded as one event- will in no case exceed the price (exclusive of VAT) stipulated in the agreement between the parties under which the event has occurred. If there is an agreement that every year legally will be extended by one year, the compensation for attributable failure will be maximum the amount (excluding VAT) per year for the contract.
8. Condition for the existence of any right to compensation is that the client, after the occurrence of the damage, as soon as reasonably possible has reported the damage in a written notification to the supplier.
9. In all cases, suppliers liability to the client is limited to eliminate the detected defects c.q. the performance remedy the matter of the services provided to a cost of up to the point the invoice amount charged to the client

Article 6. Changes to the terms and conditions

101 SOLUTIONS BV has the right to change the General terms and conditions due to new legislation, decisions by authorities, similar reasons or changes in 101 SOLUTIONS BV sales model. The changes shall enter into effect 90 days at the earliest following notification thereof provided to the Party liable for usage. It is the responsibility of the Party liable for usage to notify the Client of the changes. If the Party liable for usage does not cancel the subscription before the changes come into effect, the new General terms and conditions bind the Party liable for usage. If the SIM card has been used since the changes have come into effect, the changes are binding for the Party liable for usage.

Article 7. Governing jurisdiction of the courts of the Netherlands

Dutch law applies to these terms & conditions. This AUP shall be construed in accordance with the laws of the Netherlands, without regard to any conflict of law provisions. Any disputes arising under this AUP shall be resolved exclusively by the state and federal courts of The Netherlands.

Description of service – 101Webportal and hardware

Article 1. Acknowledgment and acceptance of terms of service

All hardware and all services provided by the 101Webportal servers ("101Webportal") are provided to you (the "Client") under the Terms and Conditions set forth in this Acceptable Use Policy ("AUP") and any other operating rules and policies set forth by 101 SOLUTIONS BV. The AUP comprises the entire agreement between the Client and 101 SOLUTIONS BV and supersedes all prior agreements between the parties regarding the subject matter contained herein.

BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "register" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AUP.

Article 2. Description of service 101Webportal

101Webportal is providing the Client with various Remote Device Management services. The Client must (1) provide all equipment necessary for its own Internet connection, (routers, modems etc), and (2) provide for the Client's own access to the Internet and pay any fees related with such connection. The Client agrees to provide and maintain certain current, complete, and accurate information about the Client as prompted to do so by the Service. All information requested on sign-up shall be referred to as registration data ("Registration Data"). Furthermore, the Client grants 101 SOLUTIONS BV the right to disclose certain Registration Data about the Client and Service information where required to do so by any applicable law or legal process. If any information provided by the Client is inaccurate, 101 SOLUTIONS BV reserves the right to terminate the Client's account and right to use the Service, with or without notification to the Client.

Article 3. Modifications to service

101 SOLUTIONS BV reserves the right to modify or discontinue the Service with or without notice to the Client. 101 SOLUTIONS BV shall not be liable to the Client or any third party should 101 SOLUTIONS BV exercise its right to modify or discontinue the Service.

Article 4. Privacy policy

a. General

This is the privacy policy of 101 SOLUTIONS BV. 101 SOLUTIONS BV is the responsible entity for the processing of the personal data which are collected through the website and the webportal (the "101Webportal").

101 SOLUTIONS BV respects your privacy and will comply with the requirements of the Nederlandse Wet bescherming persoonsgegevens ("Wpb"). (Dutch Law for the protection of personal information).

b. **Personal Data**

101 SOLUTIONS BV processes the personal data which it collects through the Website. This includes data that you submit via forms and contact fields on the Website. You are able to submit via the Website, amongst other things, your name, address, place of residence, phone number and e-mail address to 101 SOLUTIONS BV.

Visitors of the Website under the age of 16 may only submit personal data via the Website to 101 SOLUTIONS BV if and when they have received prior approval for such from their legal representative, who in turn has taken notice of this privacy and cookie policy.

c. **Purpose and provision to third parties**

101 SOLUTIONS BV processes your personal data for the purposes of answering your questions and informing you of current and future activities of 101 SOLUTIONS BV. Insofar as legally required, 101 SOLUTIONS BV will request your permission before sending you such information.

101 SOLUTIONS BV will not place your personal data at the disposal of third parties, unless it has a legal obligation to do so.

d. **Cookies**

This Website uses so called cookies. Cookies are small text files that are placed on your computer. This way, the Website is able to recognise you during a next visit. We do this to better service your needs and to make your visit more Client friendly.

You can set your browser to notify you when a cookie is placed, or disable the use of cookies altogether. However, in such case you may possibly no longer be able to use all features of the Website.

e. **Security**

The storage and transmission of your personal data is secured via the currently customary techniques

f. **Storage duration**

101 SOLUTIONS BV will not store the personal data supplied by you beyond the term permitted by Dutch law.

g. **Inspection, correction and removal**

You can at all times request access to and inspection of the data collected by 101 SOLUTIONS BV about you. Also, you can request 101 SOLUTIONS BV to correct or remove this data. For these purposes, you can send an e-mail stating your name and address to the Marketing department at info@101SOLUTIONS.nl.

Article 5. Client account, password, and security

Once you become a Client of the Service, you shall receive a password and an account. You are entirely responsible for any and all activities which occur under your account. You may change your password at any time by following the instructions put forth elsewhere on the web site; you may also set up a new account and close an old account at your convenience. The Client agrees to immediately notify 101 SOLUTIONS BV of any unauthorized use of the Client's account or any other breach of security known to the Client.

Article 6. Disclaimer of warranties

The client expressly agrees that this web site and the use of the service is at the client's sole risk. The service is provided on an "as is" and "as available" basis. 101 SOLUTIONS BV expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. 101 SOLUTIONS BV makes no warranty that the service will meet the client's requirements, or that the service will be uninterrupted, timely, secure, or error-free; nor does 101 SOLUTIONS BV make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. The client understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at the client's own discretion and risk and that the client will be solely responsible for any damage to the client's computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by the client from 101 SOLUTIONS BV or through the service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to the client.

Article 7. Limitation of liability

101 SOLUTIONS BV shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the service or for the cost of procurement of substitute goods and services or resulting from any goods or services purchase or obtained or domains moved or resulting from unauthorized access to or alteration of the client's transmissions of data, including but not limited to, damages for loss of profits, use, data, or other intangible, even if 101 SOLUTIONS BV has been advised of the possibility of such damages. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to the client.

Article 8. Host content and other limitations

101 SOLUTIONS BV assumes no responsibility for the content of any material located on the hosts provided from the Service. 101 SOLUTIONS BV has no control over these web sites or other material hosted on external hosts; however, 101 SOLUTIONS BV retains the right, on 101 SOLUTIONS BV's sole discretion, to determine whether or not the Client's conduct is consistent with the letter and spirit of

the AUP and may terminate the Service if the Client's conduct is found to be inconsistent with the AUP.

Article 9. Client conduct

The Client is solely responsible for the contents of his/her usage of the Service and hardware. The Client's use of the Service is subject to all applicable local, state, federal, and international laws and regulations. The Client agrees: (1) to comply with all local, state, and federal laws regarding the transmission of technical data exported from the United States through the service; (2) not to use the Service for illegal purposes; (3) not to interfere with or disrupt networks connected to the Service; and (4) to comply with all regulations, policies, and procedures of networks connected to the Service. The Client will not use the Service for illegal software, illegal pornography, spamming, link spamming, spamdexing, or any use of distribution lists to any person who has not given specific permission to be included in such a process. For purposes of this AUP, facilitation of the illegal distribution of copyrighted materials, through operation of a "hub", "tracker", or other file sharing mechanism, shall be considered identical to the actual illegal distribution of those copyrighted materials. The Client agrees not to transmit through the service any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. A clean-up fee of €80.00/hour may be assessed by 101 SOLUTIONS BV for violation of these terms. The Client further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. The Client shall not interfere with another Client's use and enjoyment of the Service or another entity's use and enjoyment of similar services. 101 SOLUTIONS BV may, at its sole discretion, immediately terminate the Service should the Client's conduct fail to conform to the terms and conditions of the AUP.

Article 10. Indemnification

The Client agrees to indemnify and hold 101 SOLUTIONS BV, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Client's use of the Service, the violation of this AUP by the Client, or the infringement by the Client, or other Client of the Service using the Client's computer, of any intellectual property or any other right of any person or entity.

Article 11. Termination

Either the Client or 101 SOLUTIONS BV may terminate the Service with or without cause at any time and may do so immediately. 101 SOLUTIONS BV shall not be liable to the Client or any third party for termination of the Service. Should the Client object to any terms or conditions of the AUP or any subsequent modifications thereto or become dissatisfied with the Service in any way, the Client's only recourse is to immediately: (1) discontinue use of the Service; (2) terminate the Client's account;

and (3) notify 101 SOLUTIONS BV of the Client's termination. Upon termination of the Service, the Client's right to use the Service immediately ceases.

Article 12. Notice

All notices to a party shall be sent via e-mail. 101 SOLUTIONS BV may or may not broadcast notices or messages through the Service to inform the Client of changes to the AUP, the Service, the Web site or other substantive changes; such broadcasts shall constitute notice to the Client.

Article 13. Participation in promotions of advertisers

The 101 SOLUTIONS BV Web site or the Service may include links to web sites of advertisers, sponsors or partners (the "Advertisers"), but inclusion of these links does not constitute 101 SOLUTIONS BV's endorsement of those web sites. 101 SOLUTIONS BV has no control over the content of those web sites or the collection and usage of personal information at or by those web sites and therefore has no liability to the Client or any third parties for transactions on web sites other than the 101 SOLUTIONS BV web site.

The Client may enter into correspondence with or participate in promotions of the Advertisers showing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between the corresponding Client and the Advertiser. 101 SOLUTIONS BV assumes no liability, obligation, or responsibility for any part of any such correspondence or promotion.

SIM-card provided by 101 SOLUTIONS BV - General Terms & Conditions - 2017-01-01

For those customers of 101 SOLUTIONS BV who holds Telematic subscriptions with 101 SOLUTIONS BV, the following General terms and conditions shall apply.

Article 1. Definitions

The physical or legal entity holding a Telematic subscription with 101 SOLUTIONS BV is referred to as the "Party liable for usage". The Party liable for usage is the legal entity, who is liable for the usage in the Telematic subscription agreement.

The Telematic subscription, referred to as "Subscription" entails that the Party liable for usage is provided with a telematic 101 SOLUTIONS BV SIM card, referred to as "SIM card", which enables the Party liable for usage to utilize the telematic services offered by 101 SOLUTIONS BV and its partners.

Article 2. The signing of Telematic subscriptions

The right to use the Subscription is regulated by these General terms and conditions and any Special terms and conditions agreed between 101 SOLUTIONS BV and the Party liable for usage that apply for the selected Subscription form or special supplementary service. Special terms and conditions take precedence over General terms and conditions.

By ordering the SIM card the Party liable for usage accepts the General terms and conditions.

Article 3. Transferring the subscription

By insert the SIM card into a products supplied by 101 SOLUTIONS BV and that is connected to 101Webportal, the Administrator of that 101Webportal account takes over the role as Party liable for usage and thereby accepts the General terms and conditions.

Article 4. The SIM card

101 SOLUTIONS BV shall be notified immediately if there is reason to suspect that an unauthorized Party has gained access to the SIM card or if a SIM card is lost; this is done by contacting the 101 SOLUTIONS BV.

Tampering, or attempted tampering, with SIM cards is prohibited. If the Party liable for usage loses the SIM card or causes the card to become unusable, 101 SOLUTIONS BV shall provide a new SIM card upon request, provided that the Party liable for usage has not disregarded their responsibilities pursuant to the General terms and conditions in such a way that there are grounds to terminate the agreement. The Party liable for usage shall be charged for the new card in accordance with the price list applicable at the time.

Article 5. Use of equipment and SIM cards

SIM card may only be used together with products supplied by 101 SOLUTIONS BV, all other usage is prohibited. SIM cards provided to the Party liable for usage may only be used for telematic services offered by 101 SOLUTIONS BV, all other usage is prohibited. 101 SOLUTIONS BV is not responsible or liable for any damage incurred by the equipment in which the SIM card is used. The SIM cards are only valid for the use in operator's cellular networks that is permitted in the 101 SOLUTIONS BV list of authorized operators that is applicable at the time. 101 SOLUTIONS BV reserves the right to bar SIM cards if 101 SOLUTIONS BV has reason to suspect that an unauthorized Party is using the card or that they are being used in a way that goes against the General terms and conditions. The SIM card shall be reactivated again after 101 SOLUTIONS BV has received confirmation from the Party liable for usage if there are no irregularities. The Party liable for usage is not entitled to a charge reduction for the time the card has been barred.

Article 6. Technical changes or network problems

101 SOLUTIONS BV is not responsible or liable for any damage resulting from operating problems, such as interrupted mobile communication that do not get through, even if the problems are caused by measures carried out by 101 SOLUTIONS BV. 101 SOLUTIONS BV has the right to reject traffic from SIM cards that cause disruptions in the 101 SOLUTIONS BV system or partner networks.

The mobile network system has been developed to prevent unauthorized parties from listening in on data traffic. 101 SOLUTIONS BV does not guarantee, however, that unauthorized listening or interception cannot occur.

Article 7. Customer details

101 SOLUTIONS BV, KVK Drenthe 04084055, Netherlands is the legal identity responsible for the processing of customer details and personal data, such as name, personal identification number, address, information on agreements and services signed for, as well as the usage of these, regarding the Party liable for usage / the Client. Processing will be undertaken for the purposes of facilitating the fulfilment of 101 SOLUTIONS BV's undertakings towards the Party liable for usage / the Client as agreed, such as the provision of services and the handling of any adherent administration, customer service and invoicing. Processing will further be undertaken for the purposes of research and development, marketing, and the fulfilment of any obligations following from regulation or authority decisions. Party liable for usage details and personal data may be disclosed or transferred to companies affiliated to or co-operating with 101 SOLUTIONS BV, within as well as outside of the EU, and the means for any such transfer may include the usage of Internet based techniques.

Further, 101 SOLUTIONS BV may disclose the names, addresses, subscriber numbers or other forms of identification of the Party liable for usage and the Client for the purposes of directory enquiries, unless the Party liable for usage or the Client has requested that such information be protected by ordering a secret number. By entering into the agreement, the Party liable for usage / the Client approves of 101 SOLUTIONS BV's processing of customer details or personal data as set out above. The Customer has the right to request information yearly free of charge on the Party liable for usage details or personal data that are being processed, and can at any time withdraw its approval of the

processing (however not retrospectively) and request amendment to any incorrect information. 101 SOLUTIONS BV shall be notified immediately of any changes to details given to 101 SOLUTIONS BV.

Article 8. Cancellation

The Subscription is valid for a certain minimum period of time, and the Party liable for usage cannot cancel the subscription during such a period.

101 SOLUTIONS BV may cancel the subscription of the Party liable for usage, or bar certain services or calls, with immediate effect, should the Party liable for usage or the Client be in breach of the Terms and Conditions or use operator's network in such a way that it causes significant inconvenience to operator or other parties. The same applies if the Party liable for usage suspends payments, enters composition negotiations, goes into liquidation, proves to be non-creditworthy in a credit check (which 101 SOLUTIONS BV has the right to undertake on an ongoing basis during the term of the contract), does not provide a guarantee so requested by 101 SOLUTIONS BV at any given time with account taken to the use of the subscription regarding the fulfilment of his/her undertakings pursuant to the agreement, or if there is reason to believe that the Party liable for usage will not fulfil his/her obligations pursuant to the Terms and Conditions.

Upon cancellation of the Subscription the SIM card is barred immediately. In the event of 101 SOLUTIONS BV cancelling the agreement, 101 SOLUTIONS BV reserves the right to decide that all accrued charges and other debits for all Subscriptions registered in name of the Party liable for usage shall fall due for immediate payment.

Article 9. Agreements bound over a particular period of time

- In cases where the Party liable for usage has entered an agreement bound over a particular period of time, the following applies:
- The Subscription period starts when the SIM card is delivered by 101 SOLUTIONS BV to the Party liable for usage.
- The length of the Subscription period depends on the 101 SOLUTIONS BV part number of the ordered SIM card.
- The amount of monthly data traffic included depends on the 101 SOLUTIONS BV part number of the ordered SIM card. If the included amount of data is exceeded, 101 SOLUTIONS BV has the right to immediate cancel the Subscription.
- The Party liable for usage must extend the subscription a minimum of 30 days prior to the Subscription expires. If the subscription is not extended, 101 SOLUTIONS BV has the right to cancel the subscription at the expiration date.
- If 101 SOLUTIONS BV cancels the subscription agreement because the Party liable for usage was in breach of the General terms and conditions during the particular time over which the Subscription was bound, payment is imposed for the remaining yearly charges.

Following the particular binding period, the Subscription agreement applies until further notice in accordance with the General terms and conditions applicable at each time.