

KEYFORME TERMS OF SERVICE

Last Updated March 1, 2017.

THESE TERMS ARE A CONTRACT BETWEEN YOU AND KEYFORME AND GOVERN YOUR USE OF AND ACCESS TO THE SERVICE, THE EQUIPMENT, AND THE SITE, WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION OR A FREE TRIAL. BY ACCESSING, BROWSING, AND/OR USING THE SERVICE, THE EQUIPMENT, OR THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND THAT YOU WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. YOUR USE IS SUBJECT TO THE MOST RECENT VERSION OF THESE TERMS POSTED ON THE SITE AND IT IS YOUR RESPONSIBILITY TO PERIODICALLY CONSULT THESE TERMS WHENEVER YOU INTEND TO USE THE SERVICE, THE EQUIPMENT, OR THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE, THE EQUIPMENT, OR THE SITE.

1. Your Acceptance

- 1.1. Acceptance by Use. By selecting a Subscription Plan, or by taking possession of or using Equipment, or by using the Service (including, without limitation, any applications, content and functionality available through the Service), You accept and agree to be bound by KeyForMe's Terms and Privacy Policy.
- 1.2. Corporate Representative. If You are entering into these Terms on behalf of an unincorporated association or some form of legal entity, then You represent and warrant that You have the authority to enter into these Terms on behalf of such organization or entity and that from and after Your acceptance of the Terms, then the Terms are binding upon the organization or entity You represent.
- 1.3. Age Restrictions. You represent and warrant that You are either older than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able, competent, and legally permitted to enter into the terms, obligations, affirmations, representations, indemnities, and warranties set forth in these Terms and to abide by and comply with these Terms. You further represent and warrant that You are over the age of 13, as the Service is not intended for children under the age of 13. If You are under the age of 13, then do not use the Service.
- 1.4. Acceptance of Modifications by Use. Although KeyForMe may attempt to notify You directly when major changes are made to these Terms, KeyForMe may, in its sole discretion, modify or revise these Terms and the Privacy Policy at any time by posting such changes on the Site, and You agree that by continuing to use the Service after posting, You accept and are bound by such modifications or revisions.

2. The Service

- 2.1. Scope of Service. The Service provided by KeyForMe is an online exchange for the management of access to and exchange of Keys. KeyForMe and its Location Users provide You with the means to manage listings of Keys, share access rights to Keys with other Customers, and a network of Locations and Equipment through which to exchange Keys.
- 2.2. Users. KeyForMe allows users who have accepted a Subscription Plan and created an account on the Service, or otherwise accepted these Terms, to utilize the Service in different ways and in different capacities, including, but not limited to:

- 2.2.1. "End Users," who create or receive online access to Keys through a KeyForMe account for the pickup or drop off of Keys at Locations;
- 2.2.2. "Location Users," who operate cafes, restaurants, or other businesses open to the public and have Equipment on their premises for use by End Users;
- 2.2.3. "Enterprise Users," who have Equipment on the Enterprise User's own premises or premises under the Enterprise User's control as a private network, and who may, or may not, also from time-to-time utilize the Location Users' public network Locations, to provide access to Keys under the control of the Enterprise User among the Enterprise User's own employees and other End Users;
- 2.2.4. "Service Providers," who utilize the Service to facilitate access to the Keys of customers of the Service Provider or to the Keys of Customers of KeyForMe by agents, subcontractors or other End Users the Service Provider designates, in some cases on an automated basis by way of the KeyForMe API; and

all of such users are together KeyForMe's "Customers," and Customers as used herein also includes any other users of the Service not outlined here.

- 2.3. Customer Information. Customers using the Service must provide certain information, including but not limited to, name, email address, Key aliases, Key Address and have the option to provide further identifying information related to Keys such as addresses (collectively, "Customer Information") which is used for Your account access and to facilitate the exchange of Keys.
- 2.4. Third Party Sharing Applications. You may choose to share Your Customer Information through the Service with other Customers of the Service, or through third party sharing applications ("Third Party Sharing Applications") to third parties outside the Service. Whether or not You authorized the third party to share Your Customer Information, You understand and agree that KeyForMe has no control over or ability to retract or delete any Customer Information shared through a Third Party Sharing Application, whether by You or by another Customer. Without limiting the foregoing, if You use a Third Party Sharing Application, and share Your third party account information with KeyForMe, You agree that Your use of a third party API, content and/or its member or customer content is at all times subject to the terms and conditions of the third party terms of service, privacy policy and the documents incorporated therein.
- 2.5. Third Party Websites. By using the Service, You expressly relieve KeyForMe from any and all liability arising from Your use of any third-party site or viewing any Customer Information shared by another Customer. KeyForMe has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party. KeyForMe cannot and will not censor or edit the content of any third-party site, or any Customer Information shared by a Customer.
- 2.6. Your Right of Use. Subject to Your compliance with these Terms, once You create an account and become a Customer, KeyForMe hereby grants to You a personal, limited, non-exclusive, non-transferrable, and revocable license to: (i) view, download and print any information made available by KeyForMe through the Service, including any information licensed from a third party (excluding Customer Information), (ii) view any Customer Information selectively shared with You by other Customers, solely for the

intended and permitted purposes of the Service, and (iii) utilize the Service as intended to exchange or facilitate the exchange of Keys at Locations.

- 2.7. Limitations on Your Right of Use. The Service is provided to You "AS IS" for Your information and for the intended and permitted uses only. Without the prior written consent of KeyForMe, it may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose other than the use as intended through the provided functionality of the Service. KeyForMe reserves all rights not expressly granted in and to the Service. KeyForMe reserves the right to discontinue any aspect of the Service at any time for any reason.

3. Equipment and Customer Keys

- 3.1. Use of the Key Fob. KeyForMe sources or originates Equipment necessary for the Service to function. The Key fobs used by End Users contain a device which provides tracking of the Key fob, when integrated with the Service. However, KeyForMe is only tracking the Key fob based on KeyForMe's stored data and KeyForMe has no information about the Key(s) attached to a particular Key fob, except for the alias information inputted by You at Your option. The Customer assumes full responsibility for protecting the identity of the Key, the point of access operated by the Key, and for selecting the Customer(s) to be given access to the Key. If the Key is not itself marked or identified to connect it to a specific point of access, and if the Customer does not disclose that point of access, then generally there is no way to discover through the Service the lock or device operated by the Key. There are no serviceable parts in the Key fob. If a Key fob fails, KeyForMe's liability is limited to replacing the Key fob.
- 3.2. Use of Other Equipment. Location Users generally have Equipment such as additional Key fobs, Key cabinets, Key exchange consoles, and automated Key exchange equipment. Once Location Users acquire possession of the Equipment, KeyForMe generally has only such access to the Equipment as may be granted by the Location User or as may be required by an agreement, if any, KeyForMe may have with the Location User. KeyForMe believes the Equipment is robust, that Equipment failures are rare, and that most failures can be addressed by the Location User contacting KeyForMe's customer service. However, KeyForMe has no immediate or direct physical control over the use of the Equipment in any of the Locations and KeyForMe assumes no liability for Equipment failure, or any delays caused by Equipment failure or any consequential damages. The same provisions also apply to Equipment provided to Enterprise Users at their private Locations. If Equipment fails, KeyForMe's liability is limited to repairing or replacing the Equipment, at KeyForMe's option.
- 3.3. Rights to Access Keys. For the security of all Customers, KeyForMe depends on You to provide accurate access inputs and KeyForMe will authenticate only the access authorized by You. Once Your Key is placed in Equipment at a Location, You agree that Your Key may be accessed only by You or Your authorized End Users according to KeyForMe's access protocols on the Site. KeyForMe will not grant access to Your Key to End Users, even if KeyForMe believes You may have accidentally given access on the wrong dates or made some other accidental omission. You further acknowledge and agree that KeyForMe cannot guarantee continuous physical access to Your Key and that Your physical access is subject to the operating hours and conditions existing at each Location. You agree that Your rights of ownership or possession as to Your Key do not entitle You or Your End Users to subvert or access the Equipment by any means except by KeyForMe's protocols during the operating hours and subject to the conditions existing at each Location. You agree that KeyForMe has the right in its sole discretion to access, move, or permit access to or movement of Your Key when it deems it reasonably necessary to the operation of the Service or the Equipment. Location Users agree to take ordinary care to access Keys only according to

KeyForMe's access protocols or as otherwise instructed by KeyForMe or its personnel in response to Equipment or Service failures.

- 3.4. Lost Key Policy. KeyForMe supports a lost Key policy to cover any Key that is lost or stolen during Your use of the Service. If You suffer a loss of a Key that can be verified by KeyForMe to have been properly placed in Equipment, You will be compensated up to €100.00 (EUR) upon presentation of a third party invoice for costs and expenses related to the replacement of the lost Key or door lock equipment ("Lost Key Policy"). The Lost Key Policy is limited to one Key per Key fob. KeyForMe may elect, at KeyForMe's option, to provide a double credit for Service in lieu of cash. If Your Key is lost, stolen, or damaged, KeyForMe's liability is limited to KeyForMe's Lost Key Policy.
- 3.5. Closure of Locations. If KeyForMe learns that a Location has closed or will close, or that a Location User will no longer operate as part of the Service, KeyForMe will use its best efforts to maintain availability and to schedule a transfer of Keys to the nearest available Location. KeyForMe will also notify You of the closing as soon as possible, so You may pick up Your Key, if You do not wish for Your Key to be transferred. If a Location closes, KeyForMe's liability is limited to its obligation to use its best efforts to transfer Your Key to the nearest available Location.
- 3.6. Obligations as to Installation and Maintenance of Equipment. As a Location User or an Enterprise User, You agree to provide, at Your expense, access to each installation Location and quiet enjoyment and continuing access to the Location during regular business hours while the Equipment is being installed, serviced, or removed. At each Location, You further agree to provide at Your expense, a specific installation site to meet the reasonably necessary requirements to install, service, and remove the Equipment. Without limiting the foregoing, those requirements generally require that each specific installation site be inside and weather protected, temperature controlled, lighted, free from electronic interference, have adequate reception for mobile telephone transmissions, provide constant on alternating current electrical power, and a reasonable method of mounting or attaching the Equipment. You agree to provide and pay for electricity and any other costs to provide a suitable specific installation site. KeyForMe anticipates that ongoing Equipment maintenance requirement will be minimal. You agree to conduct such routine activities in a timely manner including, but not limited to, refilling brochures and fobs sent to Your Locations and troubleshooting Equipment failures with the guidance of our customer service helpline. You agree to preserve and protect KeyForMe's Equipment while in Your possession, and You agree to return all Equipment to KeyForMe upon request in the same condition as received, reasonable wear and tear excepted.
- 3.7. Ownership and Control of Equipment. If You are a Location User or an Enterprise User, unless otherwise specified in a Subscription Plan, or other written agreement between You and KeyForMe, You agree that all Equipment delivered into Your possession is owned by and continues to be owned by KeyForMe during the term of its possession and operation by You, and that it must be maintained by You or returned by You to KeyForMe, as requested by KeyForMe, and in accordance with these Terms. Provided, if a Location is not in one of KeyForMe's Jurisdictions, You agree that as to that Location You are importing, possessing, controlling, and operating the Equipment in trust, with the freedom to act independently, and accepting all agreements herein related to the Equipment, as a duty of care, until such time as KeyForMe may notify You by a change to the Terms accepted by You or otherwise that the Location is included in one of KeyForMe's Jurisdictions. Upon publication and acceptance or receipt of such notice, as to that Location, whichever is first, Your duty as trustee shall automatically

dissolve, You shall be deemed to have accepted all of the terms herein, and the Equipment shall be owned by KeyForMe.

3.8. Location and Enterprise Users' Businesses. KeyForMe has no interest in or control over any business operated at any Location by any Location User or any Enterprise User. KeyForMe separately operates and is paid by its Customers for KeyForMe's software services and the use of its Site which enables the online management and authentication of Key exchanges and useful online integrations with other related software services. Unless otherwise specified in Your Subscription Plan, or other written agreement between You and KeyForMe, Location Users and Enterprise Users are not entitled to any fees or commissions from any of our Customers for possessing and operating the Equipment. Location Users benefit solely from increased foot traffic, incremental sales, and by drawing in and building customer relationships. Enterprise Users benefit from increased efficiencies and Key controls in their business.

4. General Use of the Service and the Equipment

4.1. Permitted Uses. You may only use the Service and the Equipment for lawful purposes. You agree to use the Service and the Equipment only in a manner consistent with any and all applicable laws, regulations, and KeyForMe's policies and procedures. KeyForMe reserves the right to investigate and take action against any Customer who, in KeyForMe's sole discretion, violates this provision. Such action may include, without limitation, removing Customer Information from the Service, blocking the violating device from accessing the Service, inspecting items dropped off at any Location, and terminating the account of any violator.

4.2. Prohibited Uses. Without limiting § 4.1, You expressly agree that You will not (i) use the Service or the Equipment for sending or storing any unlawful substance or material, to gain unlawful access, in furtherance of any crime, or for fraudulent purposes; (ii) use the Service to infringe upon any third party's privacy rights, intellectual property rights, contract rights, or any other rights of any person, or to defame or to slander any person; (iii) collect or harvest any personally identifiable information, from the Service, nor use the communication systems provided by the Service (e.g., comments, content posting, or email) for any commercial solicitation purposes; (iv) solicit, for commercial purposes, any Customers of the Service; (v) use the Service for the purposes of obtaining Confidential Information or product information for the development of a similar or competing product; (vi) reverse engineer the Service or the Equipment; (vii) use or launch any automated system, including without limitation any "robot" or "spider" that accesses the Service; or (viii) interfere with, or attempt to interfere with, the Service or the networks or services connected to the Service, whether through the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the same to occur. The Service and the software embedded within the Service may include security components that permit digital materials to be protected and use of the Service is subject to usage rules set by KeyForMe and/or other content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. This Section 4.2 will survive any termination of these Terms.

4.3. Free Trial Limitation. KeyForMe may, from time-to-time and for limited times, at KeyForMe's election, offer promotional free trials of the Service as to a limited number of free Key pickups. These promotions are intended to give You an opportunity to sample the Service within a reasonable period of time. If Your Key remains at a Location for more than 30 days without completing Your free trial as specified by KeyForMe, KeyForMe may send You a notification requesting that You input Your billing information and subscribe as specified by KeyForMe. If You do not subscribe or remove Your Key

within 15 days of the date of the notification as specified by KeyForMe, You agree that KeyForMe may at its option remove and discard Your Key without further notice and with no liability to KeyForMe.

- 4.4. Use of the Equipment. You covenant and agree that You will take ordinary care in Your use of the Equipment and that You will not misuse or abuse the Equipment in any way. If You are a Location User, You agree that You will not offer, support, install, permit, or agree to provide any other key exchange service or related equipment that competes with the Service at any Location operated, owned, or controlled by You, for so long as You use the Service.
- 4.5. Inherent Limitations. The Service and the Equipment may be subject to limitations, delays, and other problems inherent in the use of the internet, electronic communications, and call centers, or inherent in changes, upgrades, maintenance, and servicing of the Equipment and the Service. KeyForMe is not responsible for any delays, delivery failures, or other problems resulting from such inherent limitations.

5. KeyForMe Accounts, Billing and Payments

- 5.1. Creation of Your Account. In order to access the Service and become a Customer, You must create a KeyForMe account and register as a member by providing complete and accurate registration information, including: a valid email address, password, and other required information. You must notify us if Your information changes.
- 5.2. Responsibility for Your Account. You are solely responsible for all activity that occurs on Your account, and You must keep Your account password and PIN secure. You must notify KeyForMe immediately of any breach of security or unauthorized use of Your account. KeyForMe is not liable for Your losses caused by any unauthorized use of Your account. You may be liable for the losses of KeyForMe or others due to any unauthorized use. For the security of all Customers, You agree to follow KeyForMe's protocols for granting Key access which may require new Customers to setup a KeyForMe account or to utilize an access code sent to them by KeyForMe. If You give anyone Your mobile number, E-mail address, PIN or other access credentials to access Your Key, You agree You have knowingly and intentionally breached Your security and KeyForMe's security and that You will be liable for any harm that may result from the unauthorized party's access to Your Key or to the Service.
- 5.3. Fees on Your Account. Any fees owed by You to KeyForMe for Your use of the Service are due immediately and all payments received are non-refundable, even upon termination of Your account, whether by You or by KeyForMe. All pricing information is published on the Site and is subject to change at the sole discretion of KeyForMe. By continuing to use the Service after a change in pricing, You accept any new pricing. KeyForMe reserves the right to contact You about special pricing if You maintain an exceptionally high use of the Service.
- 5.4. Taxes. Unless otherwise stated, KeyForMe's charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes, export and import duties, and all similar taxes assessable on the Service or the Equipment by any local, state, provincial or foreign jurisdiction, if any apply (collectively "Taxes"). You are responsible for paying Taxes, except those assessable against KeyForMe based on KeyForMe's income. If KeyForMe has a legal obligation to do so, KeyForMe will invoice You for such Taxes, and You agree to pay Taxes as invoiced.

- 5.5. **Billing.** You hereby authorize KeyForMe to bill Your credit card, debit card, or other payment instrument in advance and on a periodic pay per use basis in accordance with the Subscription Plan You choose until You terminate Your Subscription Plan. You represent and warrant that You are authorized to use the credit card, debit card, or other payment instrument used in connection with Your account and that the information provided by You is current, complete, and correct. KeyForMe uses a third-party intermediary to manage credit card and/or debit card processing and this intermediary is not permitted to store, retain, or use Your billing information except to process Your credit card or debit card information for KeyForMe.
- 5.6. **Invoices.** Invoices for receipt of payment will be made available by email. Please log in to Your account to view and obtain invoices for the Service. All charges are considered valid unless You dispute them in writing within 30 days of the billing date. Adjustments will not be made for charges that are more than 30 days old.
- 5.7. **Notices.** You may have the option of being notified of account activity by text message, email or other electronic notification format for certain account activity, and some notifications may be mandatory for customer service and security purposes. Message and data rates may apply and You are responsible for any such fees.
- 5.8. **Term and Closing Your Account.** The term of Your account and any prorations for partial terms are specified in Your Subscription Plan. Once all of Your Keys are removed by You from the Equipment, You may request the cancellation of Your account in Your account settings at any time. KeyForMe may, in its sole discretion and without liability to You, with or without cause, with or without prior notice, and at any time, decide to limit, suspend, deactivate, or cancel Your KeyForMe account. In the event Your account is cancelled by KeyForMe and You have a Key at a Location, we will remove the Key and mail it to You within 5 business days of receiving Your mailing address. If you do not supply Your mailing address within thirty (30) days of the date of cancellation, the Key may be discarded by KeyForMe without further liability to You.

6. Confidentiality

“Confidential Information” means any information which You may receive in the course of being a Customer or in business discussions or relations with KeyForMe, that is technical data or know-how of KeyForMe including, but not limited to, any confidential and proprietary trade secrets, hardware, software (source code and object code), screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, Customer names and other information related to Customers, pricing policies, custom price lists, commission arrangements and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents. You agree to keep strictly confidential and to not disclose or use for any purpose other than for performing Your obligations under these Terms any of KeyForMe’s Confidential Information. This Section 6 will survive any termination of these Terms.

7. Ownership and Licenses

- 7.1. **KeyForMe’s Property.** KeyForMe (and its licensors and licensees, where applicable) is the owner of all right, title and interest, including intellectual property rights in and to the Service and the Equipment. Any suggestions, ideas, feedback, recommendations, or other information provided by You or any other party relating to the Service or the Equipment is owned by KeyForMe. Nothing in this Agreement constitutes or should be construed as a sale of the Service or of the Equipment, or of any intellectual property rights related thereto, except to the extent expressly provided in KeyForMe’s

Subscription Plans. KeyForMe owns the copyrights, service marks, and trademarks (“Trademarks”) displayed on the Site, the Equipment, promotional, and packaging materials, and any unauthorized use of the Trademarks is strictly prohibited. KeyForMe reserves all rights not expressly granted herein.

7.2. Your Property. You retain all of Your ownership rights in Your Customer Information. However, by submitting Customer Information, You hereby grant KeyForMe a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to host, reproduce, distribute, and display the Customer Information in connection with providing the Service, including storing Your Customer Information with third-party services that support the Service, and providing the Customer Information to those Customers with whom You have shared or have authorized KeyForMe to share Your Customer Information. You also hereby grant each Customer with whom You have shared or received Customer Information or have authorized KeyForMe to share Your Customer Information a nonexclusive license to access Your Customer Information through the Service, and to use, reproduce, and display such Customer Information as permitted through the functionality of the Service and under these Terms. Except as expressly set out herein and in the Privacy Policy, KeyForMe has no rights to Your Customer Information.

8. KeyForMe’s Warranty Disclaimer

THE SERVICE AND THE EQUIPMENT ARE PROVIDED TO YOU ON AN “AS-IS,” “WHERE-IS,” AND “AS AVAILABLE” BASIS. KEYFORME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. IN PARTICULAR, KEYFORME, ITS SUBSIDIARIES AND AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: YOUR USE OF THE SERVICE AND THE EQUIPMENT WILL MEET YOUR REQUIREMENTS, IT IS FIT FOR ANY PARTICULAR PURPOSE, YOUR USE OF THE SERVICE AND THE EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE AND THE EQUIPMENT WILL BE CORRECTED. KEYFORME IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY OTHER CUSTOMERS, THIRD-PARTY SERVICE, NETWORK, SOFTWARE, OR HARDWARE, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, TELECOMMUNICATIONS PROVIDERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY KEYFORME.

9. KeyForMe’s Limitation of Liability

YOU ACKNOWLEDGE THAT IF YOU OR ANOTHER END USER DELIVER YOUR KEY TO ANY LOCATION, YOU ARE INTENTIONALLY AND KNOWINGLY GIVING CONTROL AND/OR POSSESSION OF YOUR KEY TO INDIVIDUALS OR TO EQUIPMENT OPERATED AND ACCESSED BY INDIVIDUALS WHOSE BEHAVIOR AND EFFORT TO SECURE YOUR KEY CANNOT BE MONITORED OR GUARANTEED, INCLUDING BUT NOT LIMITED TO AGENTS OF KEYFORME AND OTHER CUSTOMERS, AND THAT YOUR KEY COULD BE A TARGET OF THEFT AND COULD BE USED TO CAUSE HARM TO YOU, TO YOUR PROPERTY, TO A THIRD PARTY, OR TO A THIRD PARTY’S PROPERTY. BY SURRENDERING POSSESSION OF YOUR KEY AT ANY LOCATION TO USE THE SERVICE, YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS RELATED TO THE SERVICE OR TO THE EQUIPMENT FOR DAMAGES, PERSONAL INJURY, OR OTHER RELIEF YOU MAY HAVE AGAINST ANY PERSON OR PARTY EXCEPT THOSE AGAINST THE INDIVIDUAL PERPETRATOR TAKING SUCH ACTIONS THAT DIRECTLY CAUSE THE HARM. YOU FURTHER ACKNOWLEDGE THAT YOUR INFORMATION, INCLUDING YOUR CUSTOMER INFORMATION, MAY BE HACKED AND THAT IT IS YOUR RESPONSIBILITY TO MANAGE THE SECURITY OF YOUR ACCOUNT, PASSWORD AND PIN. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED

BY LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE AND THE EQUIPMENT.

IN NO EVENT SHALL KEYFORME, OTHER CUSTOMERS, AND, IF APPLICABLE, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF OR ACCESS TO THE SERVICE OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM ANY (I) ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN THE SERVICE OR THE EQUIPMENT, OR ANY CUSTOMER'S USE OR MISUSE OF THE SERVICE OR THE EQUIPMENT (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, TO YOU OR A THIRD PARTY, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE OR THE EQUIPMENT, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN AND/OR KEY EXCHANGES USING THE SERVICE OR THE EQUIPMENT (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE OR THE EQUIPMENT BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE OR THE EQUIPMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT KEYFORME, OTHER CUSTOMERS, OR ANY OF THEM IS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF KEYFORME TO YOU, AND AS APPLICABLE, YOUR AGENTS, FRANCHISEES, AFFILIATES, OR EMPLOYEES ARISING OUT OF OR RELATED TO THE SERVICE AND THE EQUIPMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO €100.00 (EUR). THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

THE SERVICE IS OFFERED, CONTROLLED, AND DELIVERED BY KEYFORME FROM A LIMITED NUMBER OF FACILITIES IN KEYFORME'S JURISDICTIONS. KEYFORME MAKES NO REPRESENTATIONS THAT THE SERVICE OR EQUIPMENT IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OR JURISDICTIONS. THOSE WHO ACCESS, POSSESS AND OPERATE EQUIPMENT, OR USE THE SERVICE OR EQUIPMENT FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE JURISDICTIONS, CERTAIN LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

10. Your Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS KEYFORME AND OTHER CUSTOMERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES), EXCEPT AS CAUSED SOLELY BY THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING FROM: (I) YOUR FACILITATION, USE OF OR ACCESS TO THE SERVICE OR THE EQUIPMENT; (II) YOUR VIOLATION OF ANY TERM OF THESE TERMS; OR (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT. THIS DEFENSE AND INDEMNIFICATION OBLIGATION SHALL SURVIVE THE

TERMINATION OF THESE TERMS AND YOUR USE OF THE SERVICE AND THE EQUIPMENT.

11. General

11.1. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but are freely assignable by KeyForMe.

11.2. Dispute Resolution.

11.2.1. Means of Resolution. You and KeyForMe agree that Disputes will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that You and KeyForMe are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both You and KeyForMe otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this Section 11.2 will be deemed void. Except as provided in the preceding sentence, this Section 11.2 will survive any termination of these Terms.

11.2.2. Governing Law. All Disputes will be finally governed by and shall be construed in accordance with the laws of Spain. All disputes arising between the Parties in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Malaga, Spain. Nothing in this Agreement shall limit any rights to bring proceedings against the Recipient in any other jurisdiction.

11.2.7. Changes. If KeyForMe changes this Section 11.2 after the date You first accepted these Terms (or accepted any subsequent changes to these Terms), You may reject any such change by sending us written notice (including by email to legal@KeyForMe.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" on these Terms or in the date of KeyForMe's email to You notifying You of such change, whichever is first. By rejecting any change, You are agreeing that You will arbitrate any Dispute between You and KeyForMe in accordance with the provisions of this Section 11.2 as of the date You first accepted these Terms (or accepted any subsequent changes to these Terms).

- 11.3. Jurisdiction, Venue and Choice of Law. If Section 11.2 is void, voidable by You, or otherwise inapplicable, then You agree that: (i) the final step in consummating these Terms is KeyForMe's acceptance in Malaga, Spain by publication on the Site; (ii) for purposes of jurisdiction and venue for the resolution of Disputes only the Service shall be deemed solely based in Malaga, Spain; (iii) the Service shall be deemed a website and service that does not give rise to personal jurisdiction over KeyForMe, either specific or general, in jurisdictions other than Malaga, Spain; and (iv) Disputes shall be decided exclusively by a court of competent jurisdiction located in Malaga, Spain. Notwithstanding any other provision of these Terms, You agree that KeyForMe may apply for and enforce injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. These Terms shall be construed, interpreted, governed and enforced under the internal substantive laws of Spain, except with respect to its conflict of laws principles and conflict of laws principals generally.
- 11.4. Translation. KeyForMe may publish on the Site translations of the English language version of these Terms into some of the other languages used by its Customers. Any such translations are provided to You only as a convenience. You and KeyForMe agree that only the English language version of the Terms governs Your agreement with KeyForMe. Any translation of these Terms into a language other than English shall be of no force or effect and shall not be considered in any Dispute.
- 11.5. Entire Agreement. These Terms, Your Subscription Plan, the Privacy Policy, and any written addendum agreed to by You and KeyForMe, together with any changes published by KeyForMe on the Site as provided herein, shall constitute the entire agreement between You and KeyForMe concerning the Service or the Equipment, and together completely replace any prior agreements representations, statements, proposals, negotiations, or understanding between You and KeyForMe in relation to the Service or the Equipment.
- 11.6. Survival of Terms. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, and these Terms shall be construed to give effect as nearly as possible to the original intent.
- 11.7. Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and KeyForMe's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- 11.8. Defined Terms. The following defined terms shall have the meaning given wherever used in these Terms or in the Privacy Policy, unless the context clearly indicates a contrary intent:

API means an application programming interface with a set of routines, protocols, and tools for building software applications.

Confidential Information has the meaning given in § 6.0.

Customer Information has the meaning given in § 2.3.

Customers has the meaning given in § 2.2.

Disputes means any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Service or use of the Site or use of the Equipment.

End Users has the meaning given in § 2.2.1.

Equipment means all of the equipment used or reasonably necessary to operate the Service regardless of whether KeyForMe owns the equipment or whether the equipment is given, sold, or leased to, or held in trust by, or otherwise possessed by, a third party, including but not limited to: Key fobs, Key cabinets, Key exchange consoles, automated Key exchange systems; connectors, wiring, packaging, instructional, and marketing materials; and any other physical object originally provided or made available by KeyForMe or approved or accepted by KeyForMe as necessary or useful in connection with providing the Service.

Enterprise Users has the meaning given in § 2.2.3.

Key means any physical device, or combination of devices, necessary to gain access to a controlled space, regardless of whether the form of the device is mechanical, electronically scannable, signal generating, or any other such device which will physically fit within the Equipment as intended by KeyForMe and which does not interfere with the operation of the Equipment.

KeyForMe means the KeyForMe operating company (name and business address available at <https://www.KeyForMe.com/contact.html>) with the right to distribute the Service to the Location where You physically exchange a Key, facilitate the exchange of a Key or, if You have not exchanged or facilitated the exchange of a Key, the country where Your primary residence is located.

KeyForMe's Jurisdictions means the countries in which one of the KeyForMe operating companies is organized or incorporated and in which it maintains a place of business, which include: Spain and the Netherlands.

Location means a site with Equipment for facilitating Key exchanges utilizing the Service.

Location Users has the meaning given in § 2.2.2.

Lost Key Policy has the meaning given in § 3.4.

Privacy Policy means KeyForMe's Privacy Policy, found at <https://www.KeyForMe.com/KeyForMe-privacy-policy> and as the same may be amended by KeyForMe from time-to-time in KeyForMe's sole discretion, which is incorporated herein by reference.

Service means the online management of Key access made possible by KeyForMe and offered to You under one or more of KeyForMe's Subscription Plans for access to and use of the Site and the Equipment.

Service Providers has the meaning given in § 2.2.4.

Site means KeyForMe's website found at <http://www.KeyForMe.com>.

Subscription Plan means a plan displayed on the Site publicly or within Your account (or if there is a separate written agreement signed by KeyForMe and You, then

including the separate written agreement) which defines the cost and parameters of use of the Service and/or the Equipment which apply to You.

Taxes has the meaning given in § 5.4.

Terms means these Terms of Service and as the same may be amended or modified as herein provided.

Third Party Sharing Applications has the meaning given in § 2.4.

Trademarks has the meaning given in § 7.1.

You or Your means any person, party, unincorporated association, and any legal entity entering into these Terms, other than KeyForMe, together with their agents, officers, employees, personal representatives, successors, and permitted assigns, and any other person, party, unincorporated association, and any legal entity controlled or controllable by them or any of them.