



COYERO GmbH

Terms of Service

Last updated on April 12th, 2025.

Important: By using, downloading, or installing any element of the Product (as defined below), you indicate that you have read, understood, and agree to be bound by these COYERO Terms of Service ("Terms"). These Terms govern your ("COYERO Customer") and your users' ("COYERO User") use of the Product and form a legal contract between COYERO GmbH, an Austrian limited liability company (GmbH), registered in the Austrian Commercial Register under FN 507296 z with its registered seat at the Regional Court of Klagenfurt, and its business address in Klagenfurt am Wörthersee, Austria ("COYERO", "we", or "us"), and you ("Customer" or "you").

If you are an individual accepting these Terms on behalf of a company or other entity, you are binding that company or entity to these Terms and you represent and warrant that you have full power and authority to do so. COYERO may modify these Terms from time to time as described in Section 19 (Modifications to Terms) below.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE PRODUCT.

Nothing in these Terms limits any mandatory statutory rights you may have under applicable consumer protection, data protection, or other laws, in particular under EU law and Austrian law.

1 Introduction and Product Definition

Thank you for using the COYERO Product!

The "Product" means:

- (a) our authentication and authorization services and related features designed to grant COYERO Users access to any kind of services and/or infrastructure provided by a COYERO Customer and offered on a server suite ("COYERO Server") accessible via the Internet ("COYERO Server Components" or "COYERO Cloud Services"), including the creation of electronic keys and the definition of a set of attributes used in combination therewith;
- (b) the COYERO software modules ("COYERO Software Development Kits" or "COYERO SDKs") integrated into applications on



- (i) mobile devices such as smartphones, tablets, watches, vehicles, wearables, or similar ("COYERO Client"), and
 - (ii) devices such as smartphones, tablets, points of sale ("POS"), points of identification ("POI"), COYERO Hardware or other electronic components capable of electronic wireless communication by means of Near Field Communication ("NFC"), Bluetooth ("BT", "Bluetooth", "BT LE", or "BLE"), and/or optical communication as used for reading a QR code;
- (c) the "COYERO Hardware" named as "COYERO Kiosk", "COYERO Communication Controller", "COYERO Gateway", "COYERO IoT Terminal" or "COYERO Charging Station";
- (d) software integrated on computing devices or on COYERO Hardware for the purpose of managing the energy systems of a COYERO Customer, including, without limitation, electric power grids incorporating components for the generation and/or storage of electrical energy, and designed to enable secure communication with the COYERO Cloud Services for the monitoring, controlling, and interfacing with charging infrastructure used for the charging and discharging of COYERO Users' electric vehicles, all in accordance with the COYERO Customer's energy-management parameters, COYERO User profiles, and applicable access rights;
- (e) all COYERO-related software, including the COYERO SDKs and firmware embedded in COYERO Hardware or any other hardware ("Software");
- (f) any of their respective updates, upgrades, enhancements, or modifications; and
- (g) the standard COYERO user documentation accompanying the foregoing.

2 Your Account

You must be at least 18 years of age to use the Product. If you are younger than 18, you may only use the Product with the consent and under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Use of the Product may optionally require you:

- to create an account and register your email address and a password; or
- to use a governmental ID system (such as eID in Europe).

You are solely responsible for any and all actions taken using your account and you must keep your passwords secure.



To use specific features of the Product, you may be asked to provide additional information, such as your name, address, payment information, or identity verification details. You agree that all information you provide will be accurate, complete, and kept up to date.

3 The Product

3.1 Use of the Product

Subject to these Terms, including Section 4 (Usage Plans, Fees and Beta Releases), you may access and use the Product for your purposes and in accordance with our standard user documentation. This includes the right to download and use the Software on compatible devices that you own or control or that are delivered to you as part of the Product, based upon the conditions outlined in these Terms.

As a COYERO Customer, you may permit your employees, agents, and customers to use the Product on your behalf, but you remain responsible for their acts, omissions, and compliance with these Terms.

3.2 Restrictions

Your rights to use the Product are non-exclusive, non-transferable, and non-sublicensable. You will not (and will not permit anyone else to):

- (i) rent, lease, reproduce, modify, create derivative works of, distribute, or transfer the Product;
- (ii) circumvent mechanisms in the Product intended to limit its use;
- (iii) reverse engineer, disassemble, decompile, or translate the Product or attempt to derive the source code of the Software or any non-public application program interfaces ("APIs"), except to the extent expressly permitted by applicable law (e.g., under EU or Austrian copyright and interoperability rules);
- (iv) publicly disseminate information regarding the performance of the Product;
- (v) access the Product to build a competitive product or service;
- (vi) submit any viruses, worms, or other harmful code to the Product or otherwise interfere with or cause harm to the Product;
- (vii) seek to access information or data of other COYERO customers;
- (viii) use the Product to transmit spam or other unsolicited email; or
- (ix) use the Product except as expressly permitted in these Terms or applicable law.

4 Usage Plans, Fees and Beta Releases

4.1 COYERO Tickets and Transactions



Authorizations to access services and/or service-based infrastructure for users (“COYERO Users”), being (i) anonymous users, (ii) electronically identified and registered users, or (iii) users identified by governmental ID systems, are based on the exchange of digital, encrypted, electronic information (“COYERO Ticket”) being issued by the COYERO Server and sent to the COYERO Client.

A COYERO Ticket may be redeemed (“COYERO Transaction”) (i) at the COYERO Kiosk within a limited or unlimited time, initiated by NFC and/or BLE-based communication between the COYERO Client and the COYERO Kiosk and/or by reading QR codes displayed at the COYERO Client and read by the COYERO Kiosk or any other COYERO Hardware, or (ii) by means of an external cloud server associated with the service or infrastructure.

COYERO Tickets may hold additional information, such as the number of their recurrent usage in time and/or date and/or location information, or any other information like, for example, cost to access the service. In general, additional information stored in COYERO Tickets is subject to the specific Software in use.

4.2 COYERO Uses

A “COYERO Use” or “COYERO Uses” represent the measurable interaction(s) that drive the operation of the COYERO Platform. A COYERO Use may consist of one or more events including, but not limited to:

- the creation, issuance, or redemption of a COYERO Ticket,
- the execution of a COYERO Transaction at any COYERO Hardware or integrated third-party system,
- the verification or renewal of a digital membership, pass, right, entitlement, or similar authorization,
- the use of platform-based services provided by one or more Business Customers (e.g., mobility, access, ticketing, membership management, reservations, or event participation), or
- any other metered action defined in the applicable Order Terms or pricing documentation.

COYERO may classify one individual interaction or a group of interactions within a defined time period (e.g., a calendar month or billing period) as one COYERO Use, as specified in the Order Terms.

COYERO Uses apply regardless of whether the Business Customer operates a branded application, integrates the COYERO SDK into its own systems, or participates as one of several service providers operating on a shared regional or multi-tenant COYERO ecosystem.



Transactions triggered by reading third-party contactless chip cards that are supported by COYERO Hardware but not processed through COYERO Tickets do not count as COYERO Uses and are excluded from usage-based billing unless otherwise specified.

4.3 COYERO Engineering Services

COYERO Customers may require specific extensions or customizations of the Product. These are offered as engineering services and are subject to a separate agreement. Unless otherwise stated in writing, the same terms apply as given in these Terms, in particular Sections 14 (Disclaimer of Warranties), 15 (Limitation of Liabilities), 16 (Third Party Products), and 20 (Governing Law and Jurisdiction).

4.4 Usage Plans

COYERO offers several usage plans ("Usage Plans") to accommodate different types of Business Customers, End-Users, and platform operators. The permitted scope of use—such as available features, number of COYERO Users, number of COYERO Tickets, and number of COYERO Uses—depends on the selected Usage Plan and the applicable Order Terms.

COYERO may offer the following categories of Usage Plans:

(a) **Fixed Annual Plans ("Subscription Plans")**: Subscription Plans provide access to a defined set of COYERO functionalities, modules, and integrations (e.g., base platform, branding, SDK integration, ticketing, membership management, mobility services, charging services, add-on modules). The annual fee covers a fixed usage allowance as defined in the Order Terms. If usage exceeds the included allowance, additional COYERO Uses may be billed at overage rates.

(b) **Pay-Per-Use Plans ("Usage-Based Plans")**: Under a Usage-Based Plan, the Business Customer pays based solely on the number of COYERO Uses recorded during the billing period. Each COYERO Use is billed at the unit price specified in the Order Terms. Usage-Based Plans may be applied to individual merchants, multi-merchant ecosystems, branded applications, or platform integrations.

(c) **Hybrid Plans ("Subscription + Usage")**: Hybrid Plans combine a base annual Subscription Plan with usage-based billing. A Hybrid Plan may include:

- a fixed annual fee for specific modules or packages, and
- a per-use fee for defined COYERO Uses (e.g., a cost per digital membership purchase, per ticket issuance, or per access authorization).

Example: A Business Customer may subscribe to a fixed "Base + Extensions Package" and additionally pay a defined per-membership fee for each membership sold through the platform.



(d) **Trial Plans:** Trial Plans provide temporary, limited access to evaluate the COYERO Platform. They may include feature restrictions and expiration terms. Trial Plans automatically terminate unless converted to a paid plan.

(e) **Custom Enterprise Agreements:** Large or complex Business Customers may enter into individually negotiated enterprise contracts covering branding, white-label apps, SDK integration, multi-tenant ecosystems, onboarding, engineering extensions, or specialized service-level requirements. In the event of a conflict, such agreements override conflicting terms in this Section 4.

4.5 Order Terms and Fees

Your applicable Usage Plan included functionality, pricing, included COYERO Uses, overage rates, and renewal options are defined in the order terms ("Order Terms"), which may be presented during online registration, contract execution, purchase via an app marketplace, order confirmation, or in any other form of written agreement.

Unless explicitly agreed otherwise, all fees:

- must be paid in advance; and
- do not renew automatically; all renewals require a new order ("no auto-renewal" policy).

All fees are non-refundable except as expressly specified in Section 13.2 (Termination or Suspension by COYERO), Section 19 (Modifications to Terms), Section 22 (Apple-Related Terms), or in the applicable Order Terms.

Unless otherwise stated, all prices are quoted net of applicable value-added tax (VAT) or similar taxes. Where VAT or other taxes apply, they will be added in accordance with applicable law.

4.6 Beta Releases

As part of COYERO's effort to extend the functionality of the Product, certain features of the Product may be made available to customers on a "beta" basis ("Beta Releases"). If Customer chooses to use a Beta Release, Customer acknowledges that the Beta Release may not be complete or fully functional and may contain bugs, errors, omissions, and other problems. COYERO does not guarantee that future versions of a Beta Release will be made available under these Terms or otherwise. Use of Beta Releases is at Customer's sole risk and may be subject to additional terms notified to Customer.

4.7 COYERO Use with Payments

If you use the Product in combination with COYERO's payment functionality, the additional terms in Section 9 (COYERO Payments) apply.



5 Support, Updates and Upgrades

COYERO uses reasonable efforts to provide email and online self-help support (see Section 5.1 below). All support is governed by COYERO's then-current support policies.

We may provide updates to the Product ("Updates") or upgrades to the Product ("Upgrades"). All Updates and Upgrades are governed by these Terms unless we specify otherwise. In certain cases, we may require you to download or install Updates to continue using the Product. Upgrades and other Product changes are made at our discretion; we have no liability to you for any such changes and do not guarantee that any changes will meet your needs, subject always to your statutory rights.

5.1 Support Service Levels

COYERO provides support to active customers through its online support portal at <https://support.coyero.com> and by email at support@coyero.com. Requests submitted through these channels automatically generate a support ticket and will be processed during COYERO's business hours.

Unless otherwise agreed in the applicable Order Terms, COYERO uses reasonable efforts to respond to support requests within twelve (12) business hours. Response and resolution times are non-binding service targets and may vary depending on the severity and nature of the request.

5.2 System Monitoring and Availability

COYERO continuously monitors the operation and performance of its cloud environment, including system health, logs, security events, and infrastructure performance. Monitoring is carried out 24 hours a day, 7 days a week.

COYERO uses reasonable efforts to ensure a high level of system availability. Although no specific uptime level is contractually guaranteed under these Terms, COYERO's operational target is at least 99% availability measured on a daily basis, excluding planned maintenance, circumstances outside COYERO's reasonable control, and any outages caused by third-party systems or networks.

As part of its continuous security operations, COYERO maintains practices and controls designed to comply with recognized information security standards (such as ISO/IEC 27001) and European cybersecurity requirements, including the principles of Directive (EU) 2022/2555 ("NIS2"), to the extent applicable to COYERO's services.

Planned maintenance windows, where required, will be communicated through the Product or via the support portal.



THESE SUPPORT, MONITORING, AND AVAILABILITY PRACTICES DESCRIBE COYERO'S STANDARD OPERATIONAL MEASURES AND DO NOT CONSTITUTE SERVICE LEVEL GUARANTEES UNLESS EXPRESSLY AGREED IN THE APPLICABLE ORDER TERMS OR IN A SEPARATE SERVICE LEVEL AGREEMENT (SLA).

6 End-Users, Resellers and Business Partners

We reserve the right to refuse selling and shipping the Product to you if we have reason to believe you are not a COYERO customer. Customer support is only available to the original purchaser, unless we agree otherwise in writing.

In certain regions we work with companies ("COYERO Business Partners") that have integrated the Product within their own products and/or services and provide the Product to you ("End-User"). COYERO Business Partners must provide the Product to End-Users under terms that are substantially equivalent to these Terms. We do not currently sell to or work with resellers unless expressly agreed in writing.

7 User Data

7.1 Your Rights

As between COYERO and User, the User retains all rights to any user information or other data that the User submits to the Product ("User Data"). For Users located in the European Economic Area (EEA), Switzerland, the United Kingdom, or other jurisdictions where the General Data Protection Regulation (EU) 2016/679 ("GDPR") or equivalent laws apply, COYERO's data protection practices are further described in COYERO's GDPR information, available at <https://www.coyero.com/gdpr/>.

7.2 Use of User Data

User grants COYERO a worldwide, non-exclusive, royalty-free right to use, copy, store, transmit, distribute, publicly perform and display, create derivative works of, and modify any User Data **only to the extent necessary** to provide the Product to User and otherwise to operate, improve, and maintain the Product, as described in these Terms, the applicable privacy documentation, and any data processing agreement where required by law.

This includes COYERO's distribution of issued COYERO Tickets and authorizations, independent from their format and content, containing anonymized or pseudonymized User Data to the recipients designated by User through the Product. COYERO may use the services of subcontractors (processors and sub-processors) to provide the Product and permit them to exercise our rights to User Data, subject to appropriate contractual safeguards.



Where COYERO processes personal data on behalf of a Customer (in particular where Customer is a business user and acts as “controller” under GDPR), the parties shall enter into a separate Data Processing Agreement (“DPA”) in accordance with Article 28 GDPR. The DPA forms an integral part of these Terms.

7.3 Privacy Policy

We respect the privacy rights of our Users. Users provide User Data to COYERO by creating an account or using the Product. COYERO uses this account information as described in Section 2 (Your Account) and other information about the use of the Product in accordance with our Privacy Policy.

The COYERO Privacy Policy is available at <https://www.coyero.com/gdpr/> and explains how we collect, use, share, and protect User Data and other personal data, including transfers to third countries, where applicable.

7.4 Storage of User Data

COYERO does not provide an archiving service. COYERO agrees only that it will not intentionally delete User Data prior to the User’s termination of the service provided by the Product, except as required by law or as defined in our data retention policies. We expressly disclaim all other storage obligations to the extent permitted by applicable law.

COYERO will store User Data from Users located in the EEA, Switzerland, the United Kingdom, or Norway primarily on servers located within the European Union/EEA. For Users located in other countries, COYERO may store the data in other jurisdictions, provided that any transfer of personal data from the EEA, Switzerland, or the United Kingdom to a non-EEA country will be based on an adequacy decision or subject to appropriate safeguards in accordance with GDPR (such as Standard Contractual Clauses).

8 Customer Data

8.1 Your Rights

As between COYERO and Customer, Customer retains all rights to any business information or other data that Customer submits to the Product (“Customer Data”).

8.2 Use of Customer Data

Customer grants COYERO a worldwide, non-exclusive, royalty-free right to use, copy, store, transmit, distribute, publicly perform and display, create derivative works of, and modify any Customer Data only to the extent necessary to provide the Product to Customer and otherwise



to operate, improve, and maintain the Product, as described in these Terms, any applicable DPA, and our Privacy Policy.

This includes COYERO's distribution of issued COYERO Tickets and authorizations, independent from their format and content, containing anonymized or pseudonymized Customer Data to the recipients designated by Customer through the Product. COYERO may use the services of subcontractors to provide the Product and permit them to exercise our rights to Customer Data, subject to appropriate contractual safeguards.

8.3 Storage of Customer Data

COYERO does not provide an archiving service. COYERO agrees only that it will not intentionally delete Customer Data prior to termination or expiration of your paid subscription, except as required by law or as defined in our data retention policies. We expressly disclaim all other storage obligations to the extent permitted by applicable law. You are solely responsible for maintaining backups of Customer Data on your own systems.

COYERO will store Customer Data from Customers located in the European Economic Area (EEA), Switzerland, the United Kingdom, or Norway primarily on servers located within the European Union/EEA. For Customers located in other countries, COYERO may store the data in other jurisdictions, provided that any transfer of personal data from the EEA, Switzerland, or the United Kingdom to a non-EEA country will be based on an adequacy decision or subject to appropriate safeguards in accordance with GDPR (such as Standard Contractual Clauses).

8.4 Customer Obligations

(A) **In general.** Customer represents, warrants, and agrees that:

- (i) Customer's use of the Product will comply with all applicable laws and regulations, including those relating to privacy, data protection (such as GDPR), data security, export control, and electronic communications ("Laws");
- (ii) Customer has obtained all necessary rights, releases, and permissions to provide and allow the processing, use, and disclosure of Customer Data by COYERO under these Terms and any applicable DPA;
- (iii) neither the Customer Data nor its processing, use, or disclosure will violate any Laws, third-party rights (including intellectual property rights, rights of privacy, or rights of publicity) or any applicable Customer privacy policy; and
- (iv) Customer will not use the Product in support of, or to further, any activities prohibited by any Laws (e.g., money laundering, terrorist financing) or, even if not prohibited by law, for unlawful or unethical conduct.

(B) **Certain Customer Data Prohibited.** Except in the specific fields designated by COYERO for that purpose and where appropriate safeguards are in place, Customer agrees not to submit to the Product any of the following categories of data:



- (i) special categories of personal data within the meaning of Article 9 GDPR (such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for identification purposes, health data, or data concerning a natural person's sex life or sexual orientation);
- (ii) national identification numbers, tax identification numbers, bank account numbers, or credit or debit card numbers (except where the Product expressly provides secure fields for such information);
- (iii) personal data relating to criminal convictions and offences (Article 10 GDPR), unless COYERO has expressly agreed in writing and the parties have put in place appropriate safeguards.

COYERO may delete, restrict, or anonymize any such prohibited data without notice and without liability where this is necessary to comply with law or to protect COYERO or third parties.

(C) **Attorney Use.** While attorneys are welcome to use the Product, they should not submit anything that constitutes or could reasonably be considered "confidential" or "attorney-client privileged" information to general text fields. COYERO takes no responsibility and assumes no liability for any Customer Data, and Customer is solely responsible for Customer Data and the consequences of its use.

(D) **Responsibility for Customer Data.** COYERO takes no responsibility and assumes no liability for any Customer Data, subject always to COYERO's obligations under applicable data protection laws and any DPA. Customer is solely responsible for Customer Data and the consequences of its use.

8.5 Customer Indemnity (B2B)

If Customer is not a consumer within the meaning of applicable law, Customer will indemnify and hold harmless COYERO (and its affiliates and their respective employees, agents, officers, directors, and customers) from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (i) any Customer Data (other than to the extent caused by COYERO's breach of applicable data protection laws or the DPA);
- (ii) Customer's negligence, misconduct, or breach or alleged breach of these Terms;
- (iii) Customer's relationships or disputes with any of its own customers or business partners, including any invoice recipients; and
- (iv) any service, product, or offering of Customer used in connection with the Product.

Any indemnity obligation shall not exclude or limit COYERO's mandatory liability under applicable law.

8.6 Third Party Products



If you use the Product with (or to send Customer Data to) any third-party products or services (as permitted through the standard functionality of the Product), then you (not COYERO) are fully responsible for and assume all risk arising from your use of such third-party products or services and from the use of Customer Data by such third parties. COYERO is not responsible for how third parties use Customer Data once it has left our systems.

8.7 Aggregate/Anonymous Data

In addition to its other rights above, COYERO may aggregate Customer Data and User Data with other data so that the results are non-personally identifiable and may collect anonymous technical and other data about the use of the Product ("Aggregated/Anonymous Data"). COYERO owns all Aggregated/Anonymous Data and may use it for its marketing, reporting, product development, and other lawful business purposes. Aggregated/Anonymous Data will not be used to identify any individual natural person.

8.8 Compelled Disclosures

COYERO may share Customer Data and User Data when we have a good-faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to:

- (i) satisfy any Law, legal process, or binding governmental request;
- (ii) enforce these Terms, including investigation of potential violations; or
- (iii) protect against imminent harm to the Product or the rights, property, or safety of COYERO, its users, or the public, as required or permitted by law.

8.9 Other Data Collection and Handling

COYERO uses your account information (as described in Section 2 (Your Account)) and other information about your use of the Product in accordance with our Privacy Policy. Nothing in the Privacy Policy limits our rights to Customer Data described above in this Section 8 or elsewhere in these Terms, to the extent such use is compatible with the Privacy Policy and applicable data protection law.

9 COYERO Payments

9.1 General

The Product may include features to allow you to receive payments from your own customers ("End Customers") or users ("COYERO Users") for services you offer to End Customers or COYERO Users through the Product ("COYERO Payments"). These payments are processed through our payments partner (currently a payment services provider such as Stripe) ("Payments Partner"), and if you use COYERO Payments, you must provide certain underwriting and other information requested by the Payments Partner.



Your relationship with the Payments Partner (including their use of your information and any fees you owe) is governed by the Payments Partner's terms of service or other conditions presented through the Product. You are responsible for reviewing and complying with those terms.

If you agree to directly provide COYERO with the same or similar information, we will handle the information as Customer Data under these Terms and our Privacy Policy.

9.2 Your Responsibilities

Any purchase or payment is solely between you and the End Customer; COYERO is not party to your transactions and assumes no liability or responsibility for your products, services, or offerings. COYERO is not your bank, agent, or trustee and is not otherwise involved in the flow of funds or payments. Any payment dispute must be resolved between you and the End Customer.

To the maximum extent permitted by applicable law, and without limiting Sections 14 (Disclaimer of Warranties) and 15 (Limitation of Liabilities), COYERO makes no warranty and assumes no responsibility or liability for COYERO Payments or any disputes, chargebacks, overcharges, delayed payments, insufficient funds, expired cards, circumstances beyond our control (including without limitation power outages, service interruptions or otherwise), or other issues relating to transactions made through COYERO Payments.

Notwithstanding anything in these Terms to the contrary, COYERO may modify, suspend, or terminate COYERO Payments at any time, without liability to you, subject always to your statutory rights and any refunds or settlements due for already executed transactions. If you instruct COYERO to process the payments, you agree that COYERO will retain customary payment processing fees and pass them on to the Payments Partner.

10 COYERO Hardware

General. The Product might, depending on the Usage Plan, require specific Hardware. Hardware is leased and not purchased, as defined under Section 12 (Ownership) below. Use of the Hardware is subject to these Terms. Only upon payment of fees for subscriptions or applicable Usage Plans and acceptance of these Terms will you be licensed to access and use all Hardware and Software installed on the Hardware (and any updates and upgrades thereto), on a limited, non-exclusive, revocable, non-sublicensable, non-transferable basis, solely for the purposes of using the Product.

Usage. You agree to use the Hardware in accordance with all procedures that may be provided by COYERO from time to time and solely for the purposes of using the Product. Any other use is a breach of these Terms. Hardware may be subject to a Return Policy, which can be found at section 11 below.



Security. While the Hardware uses encryption technology and applicable laws generally prohibit third parties from monitoring transmissions, COYERO will, under no circumstances, be liable for any unauthorized access to or use of data transmitted using the Product that occurs despite reasonable security measures, except where such access is due to COYERO's intentional misconduct or gross negligence.

RF Exposure Information. Hardware has been tested and is intended to meet applicable limits for radio frequency (RF) exposure in the markets where it is offered. Cases with metal parts may change the RF performance of the device, including its compliance with RF exposure guidelines, in a manner that has not been tested or certified.

Availability. Every effort is made to maintain sufficient stock of all the Products we offer. Potential inventory shortages at our manufacturers or distributors may impact our ability to fulfill an order. We reserve the right to cancel an order if we are, for any reason, unable to fulfill the order requirements. If we are unable to fulfill an order you have already paid, we will notify you and refund any amounts received.

Shipment. We may not be able to ship Hardware to certain countries or regions due to legal, logistical, or commercial restrictions. If we cannot deliver your order, it may be shipped back to us and we will contact you regarding a refund or alternative arrangement. Inventory shortages or other fulfillment issues may cause delays. Your order is shipped using a carrier selected by us or agreed in the Order Terms. Shipping costs, delivery times, and risk of loss are governed by the applicable Order Terms and mandatory statutory rules on consumer sales where applicable.

After your order is processed and fulfilled, we may send you an email containing the order tracking number, if available. Once your order is handed over to the shipping carrier, delivery is subject to the carrier's terms; any delivery dates are estimates only, unless expressly guaranteed in writing.

Installation and Setup. Installation of Hardware must generally be performed by a professional service provider unless we specify that self-installation is appropriate. COYERO disclaims any liability for the installation process where installation is performed by you or third parties appointed by you. You agree to take care, on your own responsibility, where and how to install the Hardware, subject to any applicable safety rules. COYERO will not send a professional to any premises unless separately agreed. Setup of the Hardware may be done automatically during the boot process and generally requires, for the duration of the setup procedure, access to the Internet with reasonable performance (e.g., minimum 1 Mbit/sec upload and download speed).

Loss, Damage, and Return. Unless otherwise stated in the Order Terms, you are responsible for any loss, theft, or damage to the Hardware from the time it is delivered to you until it is returned to COYERO in accordance with our Return Policy or your Usage Plan. Failure to return Hardware within the specified timeframe, or returning it in a condition beyond normal wear and tear,



may result in additional fees up to the replacement value of the Hardware, unless prohibited by applicable law.

11 Return Policy

This Return Policy applies to the return of Hardware and other physical products (“Hardware”) provided as part of the Product under the applicable Usage Plan or Order Terms. This Return Policy forms an integral part of these Terms and applies without prejudice to any statutory withdrawal rights or warranty rights you may have as a consumer.

11.1 General Return Conditions

COYERO wants you to be satisfied with the Hardware you receive. Subject to this Section 11, you may return Hardware purchased or leased directly from COYERO or its authorized partners, provided that:

- the Hardware is returned in new or like-new condition;
- all original packaging, accessories, and documentation are included; and
- the return is made within the applicable time period described in Section 11.2 or in the Order Terms.

COYERO may refuse returns under this contractual Return Policy if we reasonably believe you are abusing it (for example, repeated seasonal returns or excessive return frequency), provided that this does not limit any statutory rights you may have.

11.2 Money-Back Guarantee

In addition to any statutory withdrawal right that may apply, COYERO offers a contractual 30 calendar day money-back guarantee. You have 30 calendar days from the date of initial purchase—or in the case of a renewed paid subscription, the start of each renewal period—to request a full refund of the amounts paid for the applicable Hardware or subscription fees under this guarantee.

Refunds under this contractual guarantee are issued:

- minus original shipping and handling charges, if any; and
- to your original payment method within fifteen (15) business days after COYERO receives the returned Hardware.

No refunds are provided under this contractual guarantee after the 30-day period has expired, except as expressly permitted under Section 13.2 (Termination or Suspension by COYERO), Section 19 (Modifications to Terms), or the Order Terms.



This Section 11.2 does not limit your statutory withdrawal or conformity rights as a consumer under EU and national law (e.g., the 14-day withdrawal right for distance contracts and statutory warranty rights).

11.3 Eligibility and Return Process

COYERO will accept returns under this Return Policy only for Hardware that:

- was sold or leased directly by COYERO or an authorized COYERO Business Partner; and
- is shipped back as instructed by COYERO, using the designated carrier and return procedure (if provided).

If the original shipment to you was free of charge under an offer from COYERO, COYERO may cover the cost of return shipping under this contractual Return Policy. Priority shipping charges selected by you are generally non-refundable, subject to mandatory statutory rules.

11.4 Replacement Policy

COYERO may, at its discretion, replace the Hardware or any component thereof under this Return Policy or under warranty. Replacement may involve:

- replacing the entire Hardware unit;
- replacing only defective parts; or
- replacing components with refurbished parts or units of the same type and equivalent functionality and appearance.

COYERO may use parts or Hardware that are not identical in all respects to the returned unit, provided that:

- (a) the replacement meets or exceeds the original specifications;
- (b) the replacement is equivalent to new in functionality and appearance; and
- (c) the replacement is compatible with the Product.

All replacement Hardware and parts remain the property of COYERO, unless otherwise agreed or required by applicable law.

11.5 Obligation to Return Replaced Hardware

If COYERO provides a Replacement Product or Replacement Part, you must return the replaced Hardware or component to COYERO within ten (10) days after receiving the replacement, unless a different timeframe is agreed or mandated by law.



If you fail to return the replaced Hardware or component within the required timeframe, you may be required to pay COYERO the then-current standard price for the unreturned item, unless this would be unlawful or unreasonable under applicable law.

11.6 Exclusions

This Return Policy does not cover Hardware damaged due to:

- misuse, neglect, or abuse;
- unauthorized modification or repair;
- improper installation or storage conditions;
- electrical events such as lightning or power surges;
- natural disasters or other force majeure events; or
- any use inconsistent with these Terms or COYERO documentation.

Third-party products resold by COYERO are covered only by the original manufacturer's warranty to the extent applicable. Warranty claims for such products must typically be directed to the manufacturer, unless otherwise provided by mandatory law.

11.7 Condition on Receipt

Upon receiving returned Hardware, COYERO reserves the right to inspect the condition of the return. COYERO may reduce or refuse a refund under this contractual Return Policy if the Hardware:

- is missing components;
- is not returned in its original condition; or
- has been damaged beyond normal handling.

Any reduction will reflect the Hardware's loss of value, without prejudice to statutory rules for consumer returns.

12 Ownership

COYERO and its licensors retain all right, title, and interest (including all intellectual property rights) in and to the Product and any and all related and underlying technology and documentation. Customer is obtaining only a limited usage right to the Product, regardless of any use of words such as "purchase", "sale", "lease", or similar terms.

If Customer submits any comments, suggestions, or other feedback regarding the Product, COYERO may freely use and exploit the feedback (including as part of the Product) without



restriction on account of intellectual property rights or otherwise, and without obligation to provide compensation, to the extent permitted by applicable law.

13 Termination and Suspension

These Terms will continue until terminated.

13.1 Termination by Customer

You may terminate these Terms at any time by ceasing all use of the Product, deleting any Software, and returning the Hardware (if any is part of your Usage Plan) to COYERO in accordance with our Return Policy and the Order Terms. This does not affect any statutory rights of withdrawal you may have as a consumer.

13.2 Termination or Suspension by COYERO

For paid subscriptions and packages, COYERO may terminate or suspend these Terms if Customer fails to cure any material breach within fifteen (15) days after written notice, except that COYERO may terminate or suspend these Terms immediately as a result of Customer's breach of the express obligations under Sections 3.2 (Restrictions) or 8.4 (Customer Obligations) or to prevent serious harm to the Product or other customers.

For Trial Plans and Beta Releases, COYERO may terminate or suspend these Terms at any time for any or no reason, subject to applicable mandatory law.

Further, if COYERO ceases to offer the Product, or if COYERO's right or ability to offer the Product is restricted, suspended, or terminated (whether pursuant to Laws or by app marketplaces or other third parties), COYERO may terminate or suspend these Terms. In such case, if you have a paid subscription or package, you will receive a pro-rated refund based on the unused portion of your subscription term or the number of unused invoices remaining in your package, unless otherwise required by law.

13.3 Effect of Termination

Upon termination of these Terms, your right to the Product will automatically terminate and you must cease using the Product, delete any Software, and return the Hardware to COYERO as specified in the Order Terms and Return Policy.

Following termination, you will have no further access to any Customer Data in the Product and COYERO may delete all Customer Data in its possession at any time, unless prohibited by law or as required by data retention obligations. You will delete all Confidential Information (or return it to COYERO) upon any termination of these Terms or upon request by COYERO.



The following will survive termination: Section 3.2 (Restrictions), Sections 8.4 (Customer Obligations) through 8.9 (Other Data Collection and Handling), Section 9.2 (Your Responsibilities), and Sections 12 (Ownership) through 22 (Apple-Related Terms), as well as any provisions which by their nature are intended to survive.

14 Disclaimer of Warranties

14.1 Business Customers (B2B)

If you are not a consumer within the meaning of applicable law, the following applies:

To the maximum extent permitted by applicable law, the Product is provided on an “as is” and “as available” basis and COYERO and its licensors expressly disclaim any and all warranties and representations of any kind, whether express, implied, or statutory, including any implied warranty of non-infringement, title, fitness for a particular purpose, functionality, or merchantability.

COYERO does not warrant that the Product is suitable for any specific business purpose of the Customer unless explicitly agreed in writing.

There is no warranty that the Product will be error-free, that access will be continuous or uninterrupted, that any information provided or used with the Product will be secure, accurate, complete, or timely, or that any Customer Data or User Data will be preserved or maintained without loss, except where such loss is caused by COYERO’s intentional misconduct or gross negligence. COYERO shall not be liable for Product failures or other problems inherent in the use of the Internet and electronic communications or other systems outside the reasonable control of COYERO.

The Product is not intended to provide life-saving applications or applications in medical, child care, or safety-critical environments. COYERO expressly disclaims any warranty that use of the Product will ensure your compliance with any safety standards or legal or regulatory obligations or that the results of the Product will be accurate or sufficient for your purposes.

14.2 Consumers (B2C)

If you are a consumer, nothing in these Terms shall exclude or limit any statutory rights or warranties that cannot be excluded or limited under applicable law, including statutory warranty rights regarding the conformity of goods and digital services.

Any contractual disclaimers and limitations in this Section 14 apply only to the extent permitted by applicable consumer protection law and shall not deprive you of mandatory rights.



15 Limitation of Liabilities

Nothing in these Terms shall exclude or limit:

- liability for death or personal injury caused by negligence;
- liability for damage caused intentionally or by gross negligence;
- liability under the Austrian Product Liability Act (Produkthaftungsgesetz);
- liability for fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited under mandatory applicable law.

Subject to the preceding paragraph and to the extent permitted by applicable law:

(a) COYERO and its licensors shall not be liable to you or to any third party for any loss of profits, loss of revenue, loss of use, loss of data, business interruption, loss of anticipated savings, loss of goodwill, or any special, indirect, incidental, punitive, or consequential damages of any kind, even if advised of the possibility of such loss or damages; and

(b) in any event, the aggregate liability of COYERO and its licensors arising out of or in connection with these Terms, the Product, or any related services, whether in contract, tort (including negligence), or otherwise, shall be limited to the greater of:

- (i) the total amount paid or payable by Customer to COYERO under these Terms for the Product in the six (6) months immediately preceding the event giving rise to the claim; or
- (ii) one hundred euros (EUR 100).

If you are a consumer, the above limitations apply only to the extent permitted by applicable consumer protection law. In particular, where you are a consumer, COYERO will be liable for damages caused by slight negligence only if and to the extent that COYERO breaches a material contractual obligation ("cardinal duty"), in which case liability is limited to typical, foreseeable damage.

The Product is operated from facilities in the European Union and may involve the transmission of data or utilization of third-party services globally. For the storage and transfer of data, Sections 7.4 (Storage of User Data) and 8.3 (Storage of Customer Data) apply. For Customers and Users located in the EEA, Switzerland, the United Kingdom, or Norway, the transmission of personal data to third countries is subject to COYERO's GDPR practices as described under <https://www.coyero.com/gdpr/>.

16 Third Party Products

All third-party hardware and other products included with or sold alongside the Product are provided solely according to the warranty and other terms specified by the respective



manufacturer or supplier, who is solely responsible for service and support for its product, unless otherwise required by mandatory law.

For service, support, or warranty assistance, you should contact the manufacturer directly, unless COYERO has expressly agreed to provide support. COYERO and its licensors make no representations or warranties, express or implied, with respect to such third-party products, and expressly disclaim any implied warranty or condition of merchantability, non-infringement, or fitness for a particular purpose, to the maximum extent permitted by law.

Nothing in this Section limits any statutory rights you may have as a consumer.

17 Consumer Information and Mandatory Rights

If you are a consumer within the meaning of applicable law (in particular the Austrian Consumer Protection Act – *Konsumentenschutzgesetz*, “KSchG”), the following applies:

17.1 Nothing in these Terms excludes, restricts, or modifies any mandatory consumer rights, guarantees, or remedies that you may have under applicable consumer protection laws, including but not limited to the EU directives on consumer rights and digital content and their implementation in Austrian law (such as the Austrian Distance and Off-Premises Contracts Act and the Consumer Warranty Act).

17.2 In case of conflict between these Terms and any mandatory provisions of consumer law, the mandatory provisions shall prevail in your favour.

17.3 Information on your statutory right of withdrawal (if applicable) will be provided to you separately, for example in a withdrawal information document (“*Widerrufsbelehrung*”) or in the Order Terms, where required by law.

18 Confidential Information

In connection with access to the Product, Customer may receive access to confidential or proprietary information of COYERO (“Confidential Information”). Confidential Information includes the Software, Hardware, all non-public elements of the Product, and any performance information regarding the Product. Confidential Information excludes information that Customer already lawfully knew, that becomes public through no fault of Customer, or that was independently developed by Customer without reference to COYERO’s Confidential Information.

Customer will (a) use a reasonable degree of care to protect all Confidential Information, (b) not use Confidential Information except in support of its authorized use of the Product, and (c) not disclose Confidential Information except to employees and agents with a legitimate need



to know and who have agreed in writing to keep it confidential under terms that are at least as protective as those in these Terms.

Customer may also disclose Confidential Information to the extent required by law or by order of a competent authority, after giving reasonable notice to COYERO (to the extent permitted) and cooperating to seek confidential treatment.

Unauthorized disclosure of Confidential Information may cause harm not adequately compensable by damages, and COYERO may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its Confidential Information, in addition to any other remedies available at law or in equity.

19 Modifications to Terms

COYERO may modify these Terms (including Product pricing and plans) from time to time.

If you are using a Trial Plan or Beta Release, any modifications will become effective immediately upon notice to you (for example by email or through the Product). If you disagree with the modifications, your exclusive remedy is to stop using the Product and terminate these Terms.

If you have a paid subscription or package:

- COYERO will notify you of any material modifications in advance by email or through the Product;
- modifications will not take effect retroactively;
- if you do not agree with the modifications, you may notify COYERO within fifteen (15) days of receiving notice that you do not agree to the changes. In that case, COYERO (at its option and as your exclusive contractual remedy) may either:
 - (a) permit you to continue under the prior version of these Terms until your next subscription expiration or renewal date (after which the modified Terms will apply), or
 - (b) allow you to terminate these Terms and receive a pro-rated refund based on the unused portion of your subscription term or the number of unused invoices remaining in your package.

If you continue to use the Product after the modifications take effect and you have been duly informed, you will be deemed to have accepted the modified Terms, without prejudice to any mandatory consumer rights requiring explicit consent.

As an exception to these rules regarding changes to these Terms:



- (i) if we make changes to our billing policy, the version in effect at the time of purchase (or renewal) of a paid subscription or package shall apply to that usage plan, unless otherwise expressly agreed; and
- (ii) any changes to our Privacy Policy will automatically become effective upon posting, as described in the Privacy Policy and in accordance with applicable data protection law.

20 Governing Law and Jurisdiction

These Terms and any disputes arising out of or in connection with them or with the Product shall be governed by and construed in accordance with the laws of the Republic of Austria, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If you are not a consumer, the exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms shall be the competent courts of Austria, with venue in Klagenfurt am Wörthersee, Austria. COYERO shall, however, also be entitled to bring an action at your general place of jurisdiction.

If you are a consumer and have your habitual residence in the European Union or the European Economic Area, you may bring proceedings in the courts of the Member State in which you are domiciled, and nothing in these Terms shall limit any rights you may have to bring or defend claims in your local courts or under the law of your habitual residence.

The prevailing party in any dispute under these Terms (including enforcement actions) may be entitled to recover its reasonable legal fees and costs, to the extent permitted by applicable law and subject to any court decision.

21 General

21.1 Contract Mechanics and Interpretation

These Terms constitute the entire agreement between you and COYERO relating to the Product and supersede any prior or contemporaneous agreements regarding the Product, except where an individually negotiated agreement expressly states otherwise.

If any provision of these Terms is held unenforceable or invalid by a competent authority, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

No provision of these Terms is deemed waived unless the waiver is in writing and signed or otherwise expressly confirmed by COYERO. No failure or delay in exercising any right or remedy shall constitute a waiver.



Headings are for convenience only and do not affect interpretation. “Including” means “including, without limitation”.

21.2 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without COYERO’s prior written consent. Any attempted assignment in violation of this Section is void.

COYERO may assign or transfer these Terms or any rights or obligations hereunder, in whole or in part, to any affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of assets, without your prior consent, provided that such assignment does not unreasonably prejudice your rights.

These Terms bind the parties and their respective permitted successors and assigns.

21.3 Notices

COYERO may send notices to you via email, through the Product, or via your account interface. Notices are deemed received when delivered (or, in the case of in-product messages, when made reasonably available to you).

You agree that all communications sent electronically satisfy any legal requirement that such communications be in writing.

You may send notices to COYERO at the contact details specified on our website (e.g., legal@coyero.com) or in your Order Terms.

21.4 Publicity

Unless you explicitly object in writing, COYERO may use Customer’s name, logo, and trademarks on COYERO’s customer lists, websites, investor presentations, and marketing materials, solely to indicate that you are a customer of COYERO. Any other use of your trademarks is subject to your prior written consent.

If you are a consumer, we will not use your name or personal image for marketing without your explicit consent.

21.5 Export Control

The Product may be subject to European Union, United Kingdom, United States, and other export control or sanctions laws and regulations. You agree to comply with all such laws and regulations applicable to your use of the Product and to obtain all necessary export, re-export, or import licenses and approvals if required.



In particular, you represent that you are not subject to any applicable sanctions list, and you will not make the Product available to any person or entity that is subject to such sanctions.

21.6 Hardware Import and Export Requirements

Customer shall, at its own expense, obtain all required import and export licenses and permits for Hardware, pay all applicable customs duties, and comply with all applicable export and import regulations, including EU dual-use regulations and national export control rules.

Customer warrants compliance with all export and re-export restrictions to the extent applicable.

21.7 Open-Source Software

The Product may contain or be provided with open-source components subject to their own licenses. Required notices and license terms are provided within the Product, in the documentation, or on COYERO's website. In case of conflict between these Terms and the relevant open-source license terms, the open-source license shall prevail with respect to the open-source components concerned.

21.8 Force Majeure

COYERO will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, war, terrorist attacks, labour disputes, strikes, Internet or telecommunications outages, power failures, government actions, pandemics, or acts or omissions of third-party suppliers or service providers, provided that COYERO uses reasonable efforts to mitigate the impact and resume performance as soon as reasonably practicable.

22 Apple-Related Terms

If you downloaded the Software from Apple's App Store, the following terms apply in addition to the rest of these Terms:

- These Terms are concluded between you and COYERO, not with Apple. Apple is not responsible for the Software or its content.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce these Terms against you as such.
- As described in Section 14 (Disclaimer of Warranties), COYERO does not provide additional contractual warranties as to the Software. If the Software fails to conform to any applicable warranty that may not be excluded under law, you may notify Apple, and Apple may refund the purchase price (if any) for the Software to you. To the maximum



extent permitted by law, Apple has no other warranty obligation with respect to the Software.

- Apple has no obligation to furnish any maintenance or support services with respect to the Software.
- COYERO, not Apple, is solely responsible for addressing any claims from you or any third party relating to the Software or your possession and/or use of the Software, including product liability claims, any claims that the Software fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or data protection laws.
- In the event of any third-party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, COYERO, not Apple, will be solely responsible for the investigation, defence, settlement, and discharge of any such claim, to the extent required by these Terms and applicable law.

You represent and warrant that (i) you are not located in a country that is subject to an embargo or similar restrictive measure by the governments whose export control laws apply, and (ii) you are not listed on any applicable government list of prohibited or restricted parties.

If you have any questions regarding these Terms, please contact COYERO GmbH via the contact details provided at www.coyero.com.