

## **1 Definitions**

In these general terms and conditions 'customer', the following words have the following meaning:

*a. General terms and conditions 'customer'*

These general terms and conditions 'customer', irrespective of the form in which they are presented to a customer.

*b. ImeiXS*

Imei Access B.V., the Private Limited Liability Company registered in The Netherlands.  
Registered Office: The Netherlands Chamber of Commerce Commercial Register.  
Commercial Registration N<sup>o</sup>: 55635911

*c. MobiMY<sup>®</sup>*

MobiMY<sup>®</sup> is a Registered Trademark of Imei Access B.V., The Netherlands.

*d. Customer*

Customer is the corporation, organisation or individual that registers its mobile device on the MobiMY<sup>®</sup>-database by depositing personal information as the owner of the mobile device, and the IMEI-number connecting to the mobile device, on the MobiMY<sup>®</sup>-database.

*e. Third party*

Third party is:

- the corporation, organisation or individual which uses information deposited on the MobiMY<sup>®</sup>-database by a customer with permission of a customer; and
- the corporation, organisation or individual which deposits information about a customer or its mobile device on the MobiMY<sup>®</sup>-database.

*f. Services*

The services consist - and include providing - of:

- the ability for the customer (as the owner of the mobile device) to register its mobile device by depositing personal information and the IMEI-number connecting to the mobile device on the MobiMY<sup>®</sup>-database, and afterwards update the status of the mobile device; as well as
- the ability for a third party to consult the MobiMY<sup>®</sup>-database on registered IMEI-numbers, and check the status of the mobile devices connecting to these IMEI-numbers.

*g. Agreement*

The offer of the services by ImeiXS and the acceptance of this offer by the customer, by opting for the services, together forms the agreement.

*h. IMEI-number*

IMEI-number means an International Mobile Equipment Identity-number.

*i. SIM-card*

SIM-card means a Subscriber Identity Module-card.

*j. Mobile device*

Mobile device is any equipment with an IMEI-number and built in SIM-card or the possibility to place a SIM-card.

*k. Information*

Information is any data deposited on the MobiMY<sup>®</sup>-database by the customer.

*l. MobiMY<sup>®</sup>-database*

The MobiMY<sup>®</sup>-database, also known as the Central Equipment Identity Register (CEIR), is the system on which the information deposited by the customer or a third party is held. This database belongs to ImeiXS and all information deposited in the MobiMY<sup>®</sup>-database will be handled by ImeiXS in line with these general terms and conditions 'customer' for as long as it is stored in the MobiMY<sup>®</sup>-database.

## **2 Acceptance**

The use of the MobiMY®-website - and the services provided by ImeiXS - includes acceptance of:

- These general terms and conditions 'customer'.
- The privacy policy.
- The communication policy.
- The disclaimer and proclaimer.

## **3 General provisions**

These general terms and conditions 'customer' will be applicable on all agreements - in whatever form closed - between ImeiXS and the customer. Deviations from these general terms and conditions 'customer' shall only apply if- and to the extent that - they have been agreed upon explicitly between ImeiXS and the customer. The applicability of any general terms and conditions of the customer is fully rejected unless agreed upon explicitly in writing by ImeiXS and the customer.

If any provision of these general terms and conditions 'customer' is null and void or annulled, the other provisions of the general terms and conditions 'customer' shall remain in full force.

## **4 Agreement, registration and term**

All providing of services by ImeiXS is based on the opt-in / opt-out principle.

Participation and use of services - by registration of an IMEI-number - is therefore strictly voluntary.

Services will be provided by ImeiXS once the customer has opted for the services on the MobiMY®-website.

The offer of the services by ImeiXS and the opting to this offer by the customer in the form of registration, together forms the agreement. The term of an agreement is continuous till the customer opts out. After an opt-out the customer can choose to terminate the registration and use of services directly or at the end of the paid period. After termination, the history of incidents will be kept in the MobiMY®-database, personal information will be deleted.

## **5 Prices of the services**

All prices are:

- for a fixed period per date of registration, without restitution;
- in the currency of the country or state where the service is provided;
- including value added tax (VAT) and any other taxes or governmental levies.

ImeiXS is entitled to adjust its prices at the time a payment request is to be made.

If the customer doesn't agree with this price adjustment, he shall be entitled to terminate the agreement.

## **6 Request for payment**

To complete a registration, the customer receives a request for payment. The customer is obliged to respond to a request for payment. A registration will be complete once the payment is received by ImeiXS.

Five (5) working days before the end of the paid period, the customer receives another request for payment to maintain the registration and use of the services provided by ImeiXS.

The customer is obliged to respond to this second request for payment in order to maintain its registration.

## **7 Confidentiality**

ImeiXS expects and requires from the customer that the information provided is truthful.

ImeiXS endeavours to the utmost for the confidentiality of the customer's personal information which doesn't necessarily needs to be revealed by the provision of the services.

ImeiXS only reveals information to the customer and/or third parties, which is required to inform the customer and/or third parties about the status of the mobile device of the customer.

The customer is solely responsible for maintaining the confidentiality of its own username and password assigned to him on registration. Any unauthorized use of the customer's username or password will be notified to ImeiXS immediately by the customer.

## **8 No warranty**

The use of the services is strictly at your own risk. The services are provided on an "as is" and "as available" basis. To the fullest extent possible under applicable law, ImeiXS gives no warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the services.

## **9 Limitation of liability**

In no event is ImeiXS liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss) arising out of the use or inability to use the services.

ImeiXS relies on the accuracy of the information as deposited by the customer.

The customer is responsible for keeping the information on their account up to date.

ImeiXS will not be liable for any loss or damage which is the result of the inaccuracy or incompleteness of the information provided by the customer.

ImeiXS shall not be liable for any breach of its obligations from the use of this service resulting from causes beyond its reasonable control.

## **10 Indemnity**

The customer agrees to indemnify and hold ImeiXS - and its employees and licensors - harmless from any claim or demand, including reasonable attorneys' fees, made by any party standing outside the legal relationship between the customer and ImeiXS due to - or arising out of - information the customer submits, posts, transmits or otherwise makes available through the services, the customer's use of the services, the customer's connection to the services, the violation of these general terms and conditions 'customer' by the customer, or its violation of any rights of another.

## **11 Modification of services**

ImeiXS reserves the right to modify or temporarily discontinue the services (or any part thereof) with or without notice, for any reason whatsoever, at any time.

The customer agrees that ImeiXS shall not be liable to the customer or any third party for any modification, suspension, or discontinuance of the services for any reason.

## **12 Restrictions of use**

The customer is not allowed to copy, reproduce, "rip", record, or otherwise use (any part of) the services in a manner not expressly permitted according to these general terms and conditions 'customer'.

## **13 Termination of the agreement**

ImeiXS is allowed to terminate a customer's agreement without restitution of any payments, once the customer behaves contrary to these general terms and conditions 'customer'.

If ImeiXS so decides to terminate, then ImeiXS determines the extent to which information is stored and what information is changed in the MobiMY®-database.

The customer is allowed to opt out at any time for any reason, and so immediately terminate the agreement without notice.

#### **14 Transferability and assignment**

No customer or third party is allowed to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes, any portion of the services, use of the services, or access to the services.

No customer or third party is entitled to transfer or assign the benefit of the service without the prior written consent of ImeiXS.

#### **15 Intellectual property**

ImeiXS respects intellectual property rights and expects the customer to do the same. The customer therefore needs to notice that the MobiMY®-trademark and -services are the intellectual property of ImeiXS and protected by intellectual property rights (including but not limited to trademark registration and copyright) and that the customer does not have any right to use the services in any manner outside the agreement.

#### **16 Modification of general terms and conditions 'customer'**

ImeiXS reserves the right of modification of these these general terms and conditions 'customer' at any time.

ImeiXS notifies the customer on the MobiMY®-website about any modification.

#### **17 Dutch law and jurisdiction**

These general terms and conditions 'customer' are governed by Dutch law.