

TAPIO ECOSYSTEM
TERMS AND CONDITIONS OF USE FOR THE TAPIO SERVICE
"MACHINE BOARD"

1. GENERAL

- 1.1 The present Terms and Conditions of Use for the Machine Board tapio service ("**Machine Board**") of tapio GmbH, Landsberger Straße 302, 80687 Munich ("**we**", "**us**") set out the special terms for the licensing and use of the services we ourselves offer our customers ("**customer(s)**", "**you**") via tapio.
- 1.2 In addition to these Terms and Conditions of Use, the general terms and conditions of use for the platform ("**Platform Terms and Conditions of Use**") agreed between us and the customer shall also apply, even when this is not explicitly reiterated for each individual topic (e.g. liability, place of jurisdiction). In the case of discrepancies between the provisions of the Platform Terms and Conditions of Use and the provisions of these Terms and Conditions of Use, the provisions of these Terms and Conditions of Use shall take precedence over the Platform Terms and Conditions of Use.

2. REGISTRATION

You must be registered on tapio as an authorized service user to be able to use Machine Board. Where the service relates to certain machines or systems, the service right of use shall only apply to those machines and systems which the customer uses for itself and its affiliated companies for processing its own internal business transactions ("**Authorized Machines**"). Using services for the machines and systems of third parties (especially through the registration of third-party machines/systems in the admin portal) is expressly prohibited.

3. INFORMATION REQUIREMENTS

If you would like to use Machine Board, we ask every service user to register by providing their email address and name, and by giving their consent for the processing of personal data. The relevant customer administrator can then grant service users the rights to use the service, provided that the machine has already

been activated as a tapio-connected machine. In this case, tapio shall first check whether the machine is suitable for the service. The service can only be used by entering the access data generated in this process.

4. SCOPE OF SERVICES

- 4.1 The scope of functions of Machine Board is fully described in the Machine Board product description, which is available to view at the tapio shop (<https://store.tapio.one>). In addition, the properties and availability of the tapio app shall be subject to the relevant provisions of the Platform Terms and Conditions of Use. In individual cases, the accessible scope of information may vary, based on the options a tapio partner has implemented for its machines. Tapio offers no guarantee or warranty for the scope, quality or content of the partner's information or individual features.
- 4.2 The tapio app can only be used as an application for mobile operating systems, unless the corresponding product description expressly provides for another possible use.
- 4.3 The specific scope of use (e.g. maximum number of machines and/or users) is set out in the product description. At the end of the initially agreed period of use, the term shall be automatically extended by the additional term selected at the point of purchase.
- 4.4 In addition, the type, content, scope and limits of the usage right purchased for Machine Board is set out in the Platform Terms and Conditions of Use.

5. DATA USE, DATA PROTECTION

- 5.1 Our policy on data use and data protection can be found under <https://www.tapio.one/en/policy>.

6. FEES

- 6.1 The level of fees payable by the customer shall be determined by the fee model applicable for Machine Board and the prices valid at the time of the order.

6.2 In addition, the fees payable by the customer and the payment terms shall be subject to the provisions of the Platform Terms and Conditions of Use.

7. RESPONSIBILITY OF THE CUSTOMER

7.1 The customer shall be responsible for the provision and maintenance of the required system as specified in the product description and in the Platform Terms and Conditions of Use.

7.2 The machines for which Machine Board is to be used and which are Authorized Machines within the meaning of Clause 2 must be connected to the Internet. The Machine Board service must be purchased and a separate usage fee must be paid for each machine for which Machine Board is to be used. In addition, Clause 2 shall apply and Machine Board may only be used by authorized users, who comply with the Platform Terms and Conditions of Use.

7.3 It is made clear that the other provisions of the Platform Terms and Conditions of Use regarding the customer's responsibilities and duties of cooperation also apply, in particular concerning the use of the tapio app and the interpretation and usage of the data/information which the customer can access via the app.

8. TERM, TERMINATION

8.1 Unless otherwise explicitly specified in the product description, Machine Board cannot be terminated before the end of the initially agreed term. The customer shall be entitled to terminate the service three days prior to the end of each term that has been automatically extended. The notice of termination shall be submitted at <https://administration.tapio.one> using the designated function.

8.2 The other provisions of the Platform Terms and Conditions of Use, including the right to early extraordinary termination for good cause shall remain unaffected.

9. OTHER PROVISIONS

9.1 These Terms and Conditions of Use, together with the product description including price information, available at <https://store.tapio.one>, and the Platform Terms and Conditions of Use, which are available separately, shall constitute the

entire agreement between us and the customer for the tapio app ordered.

- 9.2 The general purchasing or other terms and conditions of the customer shall not apply.

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