

Terms and Conditions

XINCA MDM licenses

These conditions of use (hereafter: 'Conditions') apply to the use of the website xincamdm.com (hereafter: 'Website') as well as the use of the Xınca MDM app (hereafter: 'App'). The Website and the App will be referred to in these Conditions as 'Xınca'. These Conditions are used by ZuluDesk B.V.

ZuluDesk B.V. is registered in The Netherlands at the Chamber of Commerce under number [62551566], located and based in (7812 VZ) Emmen at Hoenderkamp 23 (hereafter: 'ZULUDESK B.V.'). Contact: info@xincamdm.com.

1. Acceptance of the Conditions

These Conditions apply to any use of Xınca by you as a user (hereafter: 'User').

By visiting the website, using the website and/or using the information offered on the website, by creating an account, by downloading the App as well as using the App, you agree to the applicability of the Conditions. You also agree that the Conditions apply to you and you agree to them by using Xınca in any way.

Agreeing to these Conditions results in an agreement (hereafter: 'Agreement') between the User and ZuluDesk B.V.

If you **do not** agree to our Conditions, we kindly yet firmly ask you to stop using Xınca.

2. Modifications to the Conditions and/or Xınca

ZuluDesk B.V. may change the information offered on or via Xınca at any time, including the text of these Conditions. We would like to advise you to regularly check whether the information offered on or via Xınca, including the text of these Conditions, has been changed. By your continued use of Xınca after the publishing of the modified Conditions, you are presumed to have accepted the modified Conditions.

ZuluDesk B.V. also reserves the right to unilaterally make modifications to (parts of) Xınca if deemed necessary.

3. Xınca and its use

Through Xınca, ZuluDesk B.V. offers the User the possibility to manage mobile devices and tablets and support employees in the work processes.

In doing so, ZuluDesk B.V. grants the User the non-exclusive right to use Xınca for the duration of this Agreement.

4. Account

In the case that you must open an account in order to use the elements or services offered by ZuluDesk B.V., ZuluDesk B.V. is never accountable for violation of data confidentiality in as far as this violation is due to or can be attributed to acts or negligence by a User. You must keep your account information, including your password, strictly confidential and factually secure.

You agree to promptly inform ZuluDesk B.V. about any unauthorized use of your account or your password, or any other compromise of its security. You may be held accountable by ZuluDesk B.V. or another User or visitor of Xınca for losses sustained as a result of the use of your account or password by another person.

You are not allowed to create an account in another person's name, unless you have received explicit and prior permission from that other person. The User is also not allowed to use the account and password of another person without the explicit permission of the holder of that account. ZuluDesk B.V. cannot and will not be held responsible for any loss or damage resulting from failure to abide by these commitments on your part.

Upon creation of an account, we request the following data from the User: name of the company you work at or work for (in case of resellers), company address, VAT number, company telephone number, valid company email address as well as the first and last name of the technical contact. ZuluDesk B.V. will decide whether to provide an account for a specific User at its own discretion. You guarantee that the information provided by you is truthful and accurate.

The data provided by you is only used for carrying out the Agreement. You agree to the storage of your data as well as its use in relation to managing your account.

5. Commitments User

The User is not allowed to use Xınca and its contents – including, but not limited to uploading materials – in a way that conflicts with legal regulations, third-party laws or these Conditions.

The user will also ensure the proper function of their hardware and software, configuration, external devices and internet connection as needed for the use of Xınca. It is also the User's responsibility to store and save the data.

6. Intellectual property rights

All intellectual property rights applicable to or resulting from the contents of (parts) of Xınca, including, but not limited to, its software, design, images, marks (brands and/or trademarks) and texts, reside with ZuluDesk B.V. or licensors. The User is granted only those user rights that are explicitly assigned in the Conditions and legal regulations.

The User is not allowed to delete or edit any indication concerning the confidential character or any intellectual property rights in (parts of) Xınca.

The User is not allowed to use Xınca's contents in any other way than explicitly included in these Conditions. Any other kind of use, including reproduction, change, distribution, transmission, publication or display of (parts of) Xınca may be permitted, provided that prior written permission from ZuluDesk B.V. is obtained.

7. Exclusion of guarantee

The contents of Xınca are compiled by ZuluDesk B.V. with the utmost care. However, ZuluDesk B.V. cannot guarantee the contents of Xınca to be correct, complete and/or current, or that it will function in a way that is uninterrupted and/or free of errors. Neither can ZuluDesk B.V. guarantee that the use of Xınca will (or may) lead to and/or be suitable for achieving the User's desired goal and will accept no responsibility in this respect in any way.

ZuluDesk B.V. will, however, make efforts to remedy flaws in Xınca within a reasonable amount of time. ZuluDesk B.V. may, when applicable, delay addressing any flaws until a new version or update of (parts of) Xınca is implemented. ZuluDesk B.V. reserves the right to implement temporary solutions, workarounds or preventative limitations to Xınca.

8. Accountability

In as far as the law allows, ZuluDesk B.V. and all its related companies and licensors deny accountability for any damage (directly and/or indirectly) that has in any way occurred related to carrying out the agreement, including damage resulting from the User's use of (parts) of Xınca, specifically (but not limited to) the inability to use (parts of) Xınca, as well as accountability resulting from loss or corruption of data and the failure to install updates and releases (correctly), as well as errors resulting from the use of software and hardware not provided by ZuluDesk B.V. More specifically, ZuluDesk B.V. cannot be held accountable for errors and/or defects in the selection process of the entered data and the checking of the accuracy and completeness of the results of the App's calculations.

In as far as any accountability resides with ZuluDesk B.V., this accountability is limited to the amount paid by the User for the use of Xınca, or the amount covered and paid by ZuluDesk B.V.'s insurer. The highest amount of these two shall be paid to the User.

9. Hyperlinks and references to websites and/or third party files

Xınca contains (hyper)links and references to third-party websites and/or files. The contents of the websites/files being referenced by ZuluDesk B.V. are not verified. In this way, ZuluDesk B.V. provides nothing more than an option to obtain more information, if, and in as far as, the User desires it. The reference does not imply ZuluDesk B.V.'s recommendation regarding the products or services offered on or through Xınca. As such, ZuluDesk B.V. does not give any guarantees as to the accessibility and the contents of the concerned websites/files and in no way accepts accountability regarding the function of the information contained in the websites/files, nor for any form of damage to software and/or hardware sustained by the User resulting from approaching third-party

websites and/or files. The fact that ZuluDesk B.V. included a reference to a website of a third party in its Xınca, does not imply that ZuluDesk B.V. endorses the information available there.

10. Privacy, data processing and data security

In as far as the User processes personal data using Xınca, the User is the responsible party in the sense of the *General Data Protection Regulation* (hereafter '*GDPR*').

The user guarantees that they process the personal data in compliance with the law. ZuluDesk B.V. will only process the personal data on behalf of the User and in compliance with the User's instructions. In this context, ZuluDesk B.V. is designated as Processor in the sense of GDPR. ZuluDesk B.V. processes the following personal data:

Processed personal data for authentication

Of employees:

- First name
- Surname
- Email address
- IP address
- Department

Of managers:

- First name
- Surname
- Email address
- IP address
- Department

Of companies:

- Company name
- VAT number
- Physical address
- IP address

Optional personal data:

For every user, a photograph, the gender and date of birth may be stored within Xınca. *There is a possibility to trace the device based on the GPS data. In order to use this option, explicit permission must be obtained.*

The User indemnifies ZuluDesk B.V. of any third-party claims regarding the Agreement between ZuluDesk B.V. and the User, and/or the data processed by the User in the context of the Agreement, that may be made due to any violations of the GDPR and/or other legal regulations concerning the processing of personal data which cannot be accredited to ZuluDesk B.V.

ZuluDesk B.V. has the explicit right to outsource the processing of personal data on behalf of the User, provided that ZuluDesk B.V. remains responsible for compliance with the Agreement. ZuluDesk

B.V. will ensure that this third party complies with the confidentiality regarding the processing of personal data, as well as provide the necessary instructions and security precautions that would apply to ZuluDesk B.V. as a Processor.

If ZuluDesk B.V. deems it necessary for carrying out the Agreement, the User will promptly inform ZuluDesk B.V. about the method with which the User carries out its commitments in accordance with the GDPR and related legislation.

If ZuluDesk B.V., based on the Agreement, is required to provide a form of information security, this security will meet a level that, considering the available technology, the data's sensitivity and the costs involved with the security, is not unreasonable.

ZuluDesk B.V. will promptly notify the User of any breaches of the security of the Personal Data resulting in the destruction, loss or modification or the unauthorized disclosure or unauthorized access to personal data, that may reasonably be assumed to result in a significant chance of negative effects for the protection of the personal data being processed ('Security incident').

ZuluDesk B.V. will not disclose the User's data to any third parties, except in case the User requests it or gives explicit permission, or if ZuluDesk B.V. is legally required to do so or government institutions request it.

11. Duration and termination of agreement

The Agreement is established for an undetermined duration. Both parties may cancel the Agreement at any time, taking into account a notice of 1 month that will apply. Cancellation must be communicated in writing or via email to the email address provided in the introduction.

Both parties may cancel the Agreement partly or wholly without notice of default and with immediate effect, provided that the other party will be given suspension of payment, that one of the parties ends up in a state of bankruptcy or that one of the companies is liquidized or terminated.

From the moment of termination of the Agreement, the User is no longer authorized for any use of Xinca and must delete the App from their Apple devices.

Due to termination of the Agreement, ZuluDesk B.V. is never required to provide any restitution of funds received, nor bound to any form of compensation.

12. Other provisions

If one or more of the provisions of this Agreement turn out to be ineffective, the other provisions of this Agreement remain in effect. The invalid or void provision will be replaced by a provision that is effective and that – considering the purpose and meaning of the Agreement – deviates from the ineffective provision as little as possible.

ZuluDesk B.V. refrains from providing or disclosing Personal Information to a Third Party, unless provision or publication takes place on behalf of the company, or when it is necessary to comply with a court decision, in as far as no appeal against it is in progress, or a legal obligation on the part of ZuluDesk B.V. Legal obligations include European Union or Member State law provisions under which ZuluDesk B.V. is required to provide the information. In case of a legal obligation, ZuluDesk B.V. will verify the legal basis and the identity of the party invoking it prior to providing the information. In addition, ZuluDesk B.V. will promptly, if possibly prior to the provision, inform the company of the information regarding the provision that is relevant to the company – provided that the legislation does not prohibit this notification for important reasons of general interest.

13. Applicable law and choice of forum

Dutch law applies to the Conditions. Any disputes resulting from the Conditions will be presented to the authorized judge at the Overijssel court, or to another authorized judge of ZuluDesk B.V.'s choice.