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Terms & Conditions of Service

Updated on: 19 August, 2021

Effective Date: 19 August, 2021

This is an agreement between you or the entity that you represent (hereinafter “You” or “Your”) and integrationWorks Asia Co., Ltd. (hereinafter “integrationWorks Asia” or “We”) governing your use of the SaaS IIoT platform OCTOBUS.

This Agreement was last updated on 19th August 2021. It is effective between you and integrationWorks Asia as of the date of your acceptance of this Agreement and during each instance of SERVICE use.

Before you start using the Services of the OCTOBUS you have to agree to the Terms & Conditions of Service and the Privacy Policy which can be found on the website and within the registration process. As soon as you start using the Services you have accepted and agreed on both.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to the use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail. The Terms of Service can be modified in the future. If so, the user will be informed by integrationWorks Asia by announcement or by mail to his primary email address if the change is significant.

As the market for IoT services provided by the Provider is constantly and dynamically developing, the Customer acknowledges that these General Terms & Conditions may be unilaterally amended, supplemented, or canceled (hereinafter referred to as “Unilateral Change”).



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Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of integrationWorks Asia's Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You accept the Terms by clicking the checkbox next to "I accept OCTOBUS's Terms and Conditions" during your registration process. With this action, you declare your acceptance of the terms or by actually using the Services. If the Terms are modified in a manner that substantially affects your rights in connection with the use of the Services, you can terminate the contract and you will be refunded for the unused portion of any prepaid fees.

Description of Service

integrationWorks Asia provides the SaaS IIoT platform named OCTOBUS. This platform offers services for the collection, analysis, and visualization of sensor data, delivered by devices throughout various networks like Sigfox, Lora, PLC/Edge Devices, OpenAPIs, and manual import of "CSV" files.

You may use the Services for your personal and business use or for internal business purposes in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

Subscription to free trial and beta service

integrationWorks Asia offers a free trial to test OCTOBUS. After successful registration, you are able to use all platform services for thirty days for free. After that period you can change to a paid subscription plan and continue to use OCTOBUS. If you decide against a paid subscription plan the domain will be deactivated. All the data of this domain will be deleted after six weeks.

You agree that integrationWorks Asia will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension, or discontinuance of any of the OCTOBUS Services during the free trial for any reason.

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that integrationWorks Asia will not be liable to you or to any third party for any harm related to, arising out of, or caused



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by the modification, suspension, or discontinuance of any of the Beta Services for any reason.

Modification of Terms of Service

integrationWorks Asia may modify the Terms upon notice to you at any time through a service announcement or by sending an email to your primary email address. If integrationWorks Asia makes significant changes to the Terms that affect your rights, you will be provided with at least thirty days advance notice of the changes by email to your primary email address.

You may terminate your use of the Services by providing integrationWorks Asia notice by email within 30 days of being notified of the availability of the modified terms if the terms are modified in a manner that substantially affects your rights in connection with the use of the Services. In the event of such termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Registration Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, integrationWorks Asia recommends that the initial registered user invites all other users from your organization. In particular, integrationWorks Asia recommends that you use your corporate email address. You agree to a) provide true, accurate, current, and complete information about yourself as prompted by the registration process; and b) maintain and promptly update the information provided during sign-up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if integrationWorks Asia has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, integrationWorks Asia may terminate your user account and refuse current or future use of any or all of the Services.

Organization Accounts and Administrators

When you sign up for an account for your organization you are the domain administrator, having all user access rights to invite other users, change the business partner information as well as the financial information. You can add new users and assign different user roles and access rights. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such a third party has assumed an administrator role for your organization. Make sure that you enter into a suitable agreement with such a third party specifying such party's roles and restrictions as an administrator of your organization account.



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You are responsible for i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as administrators for managing your organization account, and iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that integrationWorks Asia is not responsible for account administration and internal management of the Services for you.

You are responsible for taking the necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by opening a ticket in the [Service Desk](#) provided that the process is acceptable to integrationWorks Asia. In the absence of any specified administrator account recovery process, integrationWorks Asia may provide control of an administrator account to an individual providing proof satisfactory to integrationWorks Asia demonstrating authorization to act on behalf of the organization. You agree not to hold integrationWorks Asia liable for the consequences of any action taken by integrationWorks Asia in good faith in this regard.

Personal Information and Privacy

The personal information you provide to integrationWorks Asia through the Service is governed by the **Privacy Policy** of integrationWorks Asia. Your election to use the Service indicates your acceptance of the terms of the **Privacy Policy** of integrationWorks Asia. You are responsible for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform integrationWorks Asia immediately of any unauthorized use of your user account by contacting the [Service Desk](#). Please make sure to keep your personal data up to date.

The Privacy Policy has been made available to you during the registration process and is available for download in your business partner profile.

integrationWorks Asia is not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from integrationWorks Asia

The Service may include certain communications from integrationWorks Asia, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of integrationWorks Asia's policy to provide you total privacy, integrationWorks Asia also provides you the option of opting out from receiving their newsletters. However, you will not be able to opt out from receiving service announcements and administrative messages.



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Complaints

If integrationWorks Asia receives a complaint from any person against you with respect to your activities as part of the use of the Services, integrationWorks Asia will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within ten days of receiving the complaint forwarded by integrationWorks Asia and copy [integrationWorks Asia](#) in the communication. If you do not respond to the complainant within 10 days from the date of the sent email, integrationWorks Asia may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the ten days' time limit will be construed as your consent to the disclosure of your name and contact information by integrationWorks Asia to the complainant.

Fees and Payments

The Services are available under free and paid subscription plans of various durations. The free trial period does not convert automatically into a paid subscription plan. After the free thirty-day evaluation period you will be asked to choose a paid plan. This happens automatically online, you will be able to, either way, enter credit card-related data or a PayPal account which is addressed by email.

Your subscription will be automatically renewed at the end of each subscription period (except for the free trial) unless you downgrade your paid subscription plan to a free plan or inform integrationWorks Asia that you do not wish to renew the subscription. Please contact the [Service Desk](#) and choose the section "Licensing and billing questions".

Credit card-related data will not be saved within OCTOBUS. Credit card data is stored exclusively with the third-party payment processor. After entering the credit card data the process will be forwarded to the payment processor, online. For a Paypal account, the email address will be stored within OCTOBUS.

At the time of automatic renewal, the subscription fee will be charged through your chosen payment channel. Price changes will be announced by integrationWorks Asia and any increase in charges will not apply until the expiry of your then-current billing cycle. This won't affect you during a free trial.

You will not be charged for using any Services unless you have opted for a paid subscription plan.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written



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permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of integrationWorks Asia; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another.

You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email.

integrationWorks Asia reserves the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Inactive User Accounts Policy

integrationWorks Asia reserves the right to terminate unpaid user accounts. A deactivation period of thirty days kicks in after an open payment for over thirty days. integrationWorks Asia will provide you prior notice of such termination and the option to back up your data. The deletion of the data has the consequence that your information and the content developed by using the services of the OCTOBUS will be lost permanently. There is no chance of getting them back afterward.

Data Ownership

integrationWorks Asia respects your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant integrationWorks Asia the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for integrationWorks Asia's commercial, marketing, or any similar purpose. But you grant integrationWorks Asia permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and maybe crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization, or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner.

Further, by making any content available in the manner aforementioned, you expressly agree that integrationWorks Asia will have the right to block access to or remove such content made available by you if integrationWorks Asia receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by integrationWorks Asia for this purpose.

For procedures relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services, please contact the [Service Desk](#) of integrationWorks Asia.

If you wish to protest any blocking or removal of content by integrationWorks Asia, you may do so, please contact the [Service Desk](#) as well.

Sample files and Applications

integrationWorks Asia may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. integrationWorks Asia makes no warranty, either express or implied, as to the accuracy, usefulness, completeness, or reliability of the information or the sample files and applications.



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Trademark

OCTOBUS, the OCTOBUS logo, the names of individual Services, and their logos are trademarks of integrationWorks Asia Corporation. You agree not to display or use, in any manner, the integrationWorks Asia trademarks, without integrationWorks Asia's prior permission.

Disclaimer of Warranties

You expressly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is-and-as-available basis.

Integrationworks asia expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Integrationworks asia makes no warranty that the services will be uninterrupted, timely, secure, or error-free. Use of any material downloaded or obtained through the use of the services shall be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device, or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, obtained by you from integrationworks asia, its employees, or representatives shall create any warranty not expressly stated in the terms.

Limitation of Liability

You agree that integrationworks asia shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if integrationworks asia has been advised of the possibility of such damage. In no event shall integrationworks asia's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

Indemnification

You agree to indemnify and hold harmless integrationWorks Asia, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines, and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by integrationWorks Asia.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of Thailand. Any such controversy or claim shall be arbitrated on an individual basis, and shall not



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be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Bangkok (Thailand) and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, integrationWorks Asia may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

integrationWorks Asia may suspend your user account or temporarily disable access completely or partly in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be directed to the [Service Desk](#) within thirty days of being notified about the suspension. integrationWorks Asia may terminate a suspended or disabled user account after thirty days. integrationWorks Asia will also terminate your user account on your request.

In addition, integrationWorks Asia reserves the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if integrationWorks Asia breaches its obligations under these Terms and in such event, you will be entitled to a prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user accounts such as your email address and password, and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact the [Service Desk](#).
