
MyMunters – Terms of use

Welcome to MyMunters. Please read this Agreement carefully.

By creating a MyMunters account, through your acceptance of this Agreement by ticking the “I Accept” or similar, by accessing MyMunters (including any Services accessible through MyMunters) or by continuing to use MyMunters after being notified of a change to this Agreement, you acknowledge your full understanding of and agree to be legally bound by this Agreement. This Agreement constitutes a legally binding contract between you and Munters Europe AB, Reg. No. 556380-3039.

If you are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity to the terms and conditions of this Agreement.

This Agreement governs your access to and use of the Services accessible through the web-based MyMunters portal, irrespective of if you acquired your access rights to the Services directly from Munters Europe AB, or any of its Affiliates in connection with the purchase of internet-connected Munters products interoperable with the Services.

This Agreement exclusively governs the provision and use of MyMunters and the Services and shall be without prejudice to any other agreement or understanding between you and Munters Europe AB or any of its Affiliates.

Information regarding the processing of your personal data in connection with your access to and use of MyMunters and the Services is provided in our privacy notice, available in AirC Connect at [Privacy Note](#)].

DEFINITIONS

“**Affiliate**” means a legal entity that directly or indirectly is controlled by or under common control with a party’s ultimate parent company. For the purposes of this definition, the term “control” shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise;

“**Agreement**” means these terms of use, including the Documentation and any addendums, and other reasonable operating rules and policies set forth by Munters, in its own discretion, and made available to the Customer, directly or by reference, as amended from time to time;

“**Confidential Information**” means any commercial or technical information furnished by one party to the other party including, but not limited to, trade secrets, information pertaining to Intellectual Property Rights, the Documentation, technical data, inventions, formulations, testing methods, other methods and processes and all other proprietary information or materials, whether disclosed in Written or oral form. However, Confidential Information does not include any information that the Receiving Party can show (i) was known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) was in the public domain at the time of the execution of this Agreement or which has come in the public domain during the term of this Agreement through no fault or breach of the Agreement by the Receiving Party; or (iii) has been, in a verifiable manner, independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party or the Disclosing Party;

“**Customer**” means the person or legal entity entering into this Agreement and, where relevant in this Agreement, its Representatives;

“**Customer Account(s)**” means the Customer’s MyMunters account(s), each managed by a Representative of the Customer, as further described in clause 1.2;

“**Disclosing Party**” means the party disclosing Confidential Information;

“**Documentation**” means any relevant documentation relating to the functional, technical or commercial aspects of Services accessible through MyMunters and their respective functionalities, furnished in physical form or made available within MyMunters or otherwise online;

“**Force Majeure Event**” means an event beyond a party’s reasonable control including, without limitation, strikes, lock-outs or other labour disturbances or disturbances by fire, flood, war (including the war in Ukraine), embargoes, blockades, riots, governmental interference, interruptions, epidemic or pandemic diseases (including Covid-19), loss or malfunctions of utilities, communications, hardware or software services, denial of service attacks or from defects or delays in the performance of its suppliers or subcontractors if caused by any circumstance referred to in the foregoing;

“**Munters**” means Munters Europe AB, Reg. No. 556380-3039;

“**MyMunters**” means Munters’ web-based portal through which Munters, as may be further described in the Documentation, makes available various Services for use by the Customer;

“**Intellectual Property Rights**” means, including without limitation, patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, design rights, know-how, trade and business names and any other similar protected rights in any country, whether registered or not, as well as all drawings, plans, diagrams, specifications, programs, materials, methods, processes, techniques, technologies, data or other information;

“**Listed Person**” means as defined in clause 8.1;

“**Receiving Party**” means the party receiving Confidential Information;

“**Representative(s)**” means the employees, consultants or other representatives of the Customer who have been granted a right to create a Customer Account;

“**SCC**” means the Stockholm Chamber of Commerce;

“**Services**” means the cloud-based services interoperable with internet-connected Munters products, offering a wide range of features and capabilities, including, without limitation, remote control of the internet-connected products, GPS positioning, optimization features and data logging, such as AirC Connect, and any reference to the “**Services**” forthwith shall only encompass the Service(s) which the Customer has subscribed to;

“**Service Generated Data**” means all data and information collected from connected products or otherwise generated as part of the use of the Services and stored in and processed, in whatever format (e.g. raw data, as processed and visualised in data logs and reports, etc.), through or as a part of the Services, as well as information about the operation, use or performance of the Services; and

“**Written**” shall be defined to include paper copies, e-mails and other generally accepted electronic communications means, and the term “**Writing**” shall have a meaning correlative to the foregoing.

1. INTENDED USE AND ACCESS TO THE SERVICES

- 1.1 The Customer's access to MyMunters and the Services is subject to prior authorization from Munters. The Customer Account will enable the Customer to receive access to MyMunters and the Services to which the Customer has subscribed to. Depending on the type of Services subscribed to, the functionalities accessible within MyMunters may differ.
- 1.2 Munters may request the Customer to provide certain information, specifically in conjunction with the creation of a Customer Account. Munters reserves the right to suspend or terminate the Customer's access to MyMunters and the Services should the requested information be, in any way, inaccurate, incomplete or not up-to-date, with or without prior notification to the Customer.

2. PROVISION OF THE SERVICES

- 2.1 During the term of this Agreement and subject to the Customer's use of the Services in accordance with this Agreement and the Documentation, Munters will use commercially reasonable efforts to make MyMunters and the Services available for the Customer at any time, except in the event of (i) downtime for scheduled maintenance (of which prior Written notice will be given to the Customer within a reasonable period of time before such maintenance); (ii) downtime for emergency maintenance (of which prior Written notice is given to the Customer if practically feasible); (iii) a Force Majeure Event; (iv) unavailability caused by Internet provider's failure or delay; (v) unavailability that is or reasonably should be attributed to the Customer's acts or omissions contrary to this Agreement; or (vi) subject to clause 3.2, disruptions in the Customer's IT-systems and/or infrastructure.
- 2.2 Munters grants to the Customer a non-exclusive, non-transferable, non-sublicensable, personal, limited, revocable right to access and use MyMunters and the Services in accordance with this Agreement and the Documentation during the term of this Agreement.
- 2.3 Munters reserves the right to, at any time and in its own discretion, modify, update or upgrade, temporarily or permanently, MyMunters and any Services accessible through MyMunters, provided that such modification, update or upgrade does not diminish the overall functionality of the Services.
- 2.4 Munters may provide the Customer a time-limited free trial access to MyMunters and the Services in order to enable the Customer to evaluate the Services. The Customer acknowledges and agrees that the Customer's access to and use of the Services on such a free basis shall solely be on the Customer's own risk and responsibility and shall at all times be in accordance with the terms and conditions of this Agreement and any instructions or materials provided in connection with the provision of the free trial access. Munters hereby disclaims any and all of its obligations and liabilities under this Agreement or otherwise, to the fullest extent permitted by applicable law, arising out of, or in connection with, the Customer's access to and use of the Services. Notwithstanding anything to the contrary stated in this Agreement, the Customer shall fully and completely indemnify, hold harmless and release Munters from any and all liabilities, damages, claims or demands whatsoever, that may arise as a consequence of the Customer's access to and use of MyMunters or the Services in accordance with this clause 2.4.

3. USE OF MYMUNTERS AND THE SERVICES

- 3.1 The Customer is responsible for all activity that occurs under the Customer Accounts by or on behalf of the Customer and for all activities taken while using MyMunters or any Services accessible through MyMunters. For the avoidance of doubt, the Customer undertakes to (i) be solely responsible for all Customer activity, which at all times must be in accordance with this Agreement; (ii) be solely responsible for any and all unauthorised use of MyMunters or the Services under the Customer Accounts; (iii) obtain and maintain during the term of this Agreement all necessary consents, agreements and approvals for all actual or intended use of any information, data or other content which the Customer will use in connection with the Services; (iv) not use MyMunters or the Services in any manner contrary to this Agreement including any and all instructions provided by Munters connected thereto, the Documentation and applicable law or regulations in any jurisdiction where MyMunters or the Services are used; (v) not disrupt, disable, decompile, reverse engineer or otherwise interfere with MyMunters or the Services; (vi) not provide access to MyMunters or the Services to any other third party; and (vii) use all reasonable efforts to prevent unauthorised access to, or use of, MyMunters and the Services and notify Munters promptly of any known or anticipated unauthorised access or use.
- 3.2 In order to use the Services through MyMunters, the Customer must, apart from meeting basic functional requirements for access to and use of web-based content, have or obtain access to the world wide web, either directly or through devices that can access web-based content such as the Services. For the avoidance of doubt, the Customer is responsible for its own bandwidth and adequate internet connection.
- 3.3 The Customer agrees that Munters may, with reasonable prior notice, through remote web access or other means, audit the Customer's use of the Services if Munters reasonably suspects or concludes that the Customer's use of the Services is not in compliance with this Agreement.
- 3.4 The Customer agrees that Munters may, with, if reasonably practical, prior notice to the Customer, suspend the Customer's access to the Services if Munters reasonably concludes that the Customer's use of the Services is causing immediate risk for or ongoing harm to Munters or others. Munters shall use commercially reasonable efforts to resolve the issues causing the suspension of access to the Services. Consequently, the Customer agrees that Munters will not be liable to the Customer or any third parties for any suspension of access to the Services under such circumstances as described in the foregoing.

4. FEES AND PAYMENT

The Services accessible through MyMunters are, unless otherwise is agreed, paid services. The Customer's payment obligations and thereto related payment terms for access to and use of the Services are subject to a separate agreement between Munters and the Customer. Notwithstanding anything to the contrary in this Agreement or in an agreement entered into between the parties prior to or after the date of this Agreement, payment obligations relating to the use of the Services are non-cancellable and fees paid are non-refundable, unless the parties agree otherwise and specifically references this clause 4.

5. SERVICE GENERATED DATA

- 5.1 Subject to clause 5.2 below, the Customer grants (or warrants that the owner of the following rights has expressly granted) Munters, during the entire intellectual property

rights protection period, a perpetual, non-time limited, non-revocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable right to store, display, view, download, modify and alter Service Generated Data and use it for the purposes of, including without limitation, troubleshooting, support and statistical purposes as well as for Munters' product development activities. Munters shall have the right to share and transfer Service Generated Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities.

- 5.2 If the Service Generated Data includes personal data, the processing of such data is subject to our privacy notice.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each party's Intellectual Property Rights shall remain the property of the respective party and the other party shall have no right to nor interest therein. Nothing in this Agreement constitutes a transfer, assignment or grant of any ownership rights in any Intellectual Property Rights.
- 6.2 All Intellectual Property Rights existing in MyMunters, the Services and the Documentation shall remain the property of Munters and its Affiliates and their respective licensors.

7. CONFIDENTIALITY

- 7.1 The Receiving Party receiving Confidential Information from the Disclosing Party undertakes to hold the Confidential Information strictly confidential and to not disclose such Confidential Information to any third party, except as provided for in this Agreement.
- 7.2 The Receiving Party may only use the Confidential Information within the scope of the purpose of this Agreement and shall limit access to the Confidential Information of the Disclosing Party on a need-to-know basis.
- 7.3 This Agreement shall not prevent the disclosure of Confidential Information to the extent such disclosure is mandatory under provisions of mandatory legislation or stock market regulations. The Receiving Party shall, to the extent permitted by mandatory legislation or stock market regulations, notify the Disclosing Party of any required disclosure and make its best efforts to reduce any damage to the Disclosing Party resulting from such mandatory disclosure.
- 7.4 Subject to what may otherwise be provided for in this Agreement, following the termination of this Agreement, the Receiving Party shall return or delete any and all Confidential Information and not retain any copy, duplicate, extract or reproduction in whole or in part. However, the Receiving Party shall be entitled to retain copies of the Confidential Information to the extent required by compulsory legislation, stock market regulations or other applicable rules (such as professional standards) and copies of the Confidential Information resulting from automatic back-up procedures or archival copies not accessible day-to-day and which are generated in the ordinary course.

8. TRADE COMPLIANCE

8.1 The Customer declares, warrants and undertakes that:

- (a) the Customer is not and none of its Affiliates, or any of their respective officers or directors is – or is owned to 50% or otherwise controlled, alone or in the aggregate, by any person or entity that is – specially designated, blocked or otherwise individually targeted under any trade, economic or financial sanctions or export control laws or regulations of the EU, UK, UN or US, or any other applicable jurisdiction (“**Listed Person**”);
- (b) the Customer will not in connection with its use of the Services engage in any activity that may constitute a violation, by itself or by Munters or any of its Affiliates, of any trade, economic or financial sanctions or export control laws or regulations of the EU, UK, UN, US, or any other applicable laws or regulations; and
- (c) without limitation to the foregoing, the Services will not be used (i) for any purpose connected with chemical, biological or nuclear weapons or explosive devices, or missiles capable of delivering such weapons or devices; (ii) for, or used in, any military activities or the manufacturing of military equipment, but are intended solely for non-military, peaceful use; (iii) directly or indirectly, by any natural or legal person, entity or body, in Belarus, Crimea and non-government controlled areas of Ukraine, Cuba, North Korea (DPRK), Iran, Russia, Sudan, or Syria; or (iv) by any Listed Person.

8.2 The Customer shall immediately inform Munters of any suspected or alleged breach of this clause 8. The Customer acknowledge that, following any reasonably suspected breach of the undertakings in this clause 8, Munters shall have the full and unconditional right to refuse further performance or terminate any agreement with the Customer, including the Agreement.

9. WARRANTIES AND DISCLAIMERS

9.1 Munters warrants to the Customer during the term of this Agreement that the Services will substantially comply with the functionality described in this Agreement (including the Documentation) and that such functionality will substantially be maintained in subsequent modifications, updates or upgrades of the Services in accordance with clause 2.3. The Customer’s sole and exclusive remedy for Munters’ breach of this warranty shall be that Munters shall use commercially reasonable efforts to correct such errors or modify the Services to achieve the intended functionality within a reasonable period of time. Notwithstanding the foregoing, Munters shall have no obligation with respect to any warranty claim (i) unless notified of such claim within fifteen (15) days of the first material functionality problem; or (ii) where any alleged non-conformity is due to the Customer’s error as reasonably determined by Munters, following amicable discussions with the Customer. For the avoidance of any doubt, no warranties are provided with respect to that MyMunters or the Services will be free of non-material errors, bugs or interruptions, or that all such errors may be corrected.

9.2 Except as otherwise is stated in clause 9.1, MyMunters and the Services are provided on an as-is basis and Munters does not represent that the Customer’s use of MyMunters or the Services will be secure, timely, uninterrupted or error-free, or that the Services will meet the Customer’s requirements or that all errors in MyMunters or the Services will be

corrected or that MyMunters or the Services will be free of viruses or other harmful components or that the Services will operate in combination with other hardware, software, systems or data not provided by Munters or the operation of MyMunters and the Services will at all times be secure or that Munters will at all times be able to prevent third parties from accessing or destroying Service Generated Data or the Customer's Confidential Information. The warranty stated in clause 9.1 is the sole and exclusive warranty offered by Munters. There are no other warranties or conditions, express or implied, including without limitation, those of merchantability or fitness for a particular purpose. The Customer assumes all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for the Customer's purpose.

10. INDEMNIFICATION

- 10.1 Munters will defend, indemnify and hold the Customer harmless from and against any claim, demand, suit or proceeding made or brought against the Customer by a third party alleging that the use of the Services as permitted under this Agreement infringes the Intellectual Property Rights of such third party, provided that the Customer (i) without undue delay gives Munters Written notice of the claim; (ii) gives Munters the sole control of the defence and settlement of any claim; and (iii) provides Munters with all reasonable assistance, at Munters' expense. Munters has no obligation to indemnify a claim in accordance with the foregoing if it arises from (iv) Service Generated Data; (v) unauthorized modification or use of the Services; or (vi) the Customer's acts or omissions not in accordance with this Agreement. In the event the Services, in Munters' opinion, are likely to or do become subject of a claim of infringement, Munters may at its own discretion and expense (vii) modify the Services to be non-infringing while preserving equivalent functionality; (viii) obtain a license for the Customer's continued use of the Services; or (ix) terminate this Agreement.
- 10.2 The Customer will defend, indemnify and hold Munters harmless from and against any claim, demand, suit or proceeding brought against Munters by a third party relating to or arising from the Customer's use of MyMunters or the Services in violation of this Agreement, provided that (i) without undue delay gives the Customer Written notice of the claim; (ii) gives the Customer the sole control of the defence and settlement of the claim; and (iii) provides the Customer with all reasonable assistance, at the Customer's expense.
- 10.3 The indemnities in this clause 10 states each party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this clause 10.

11. LIMITATION OF LIABILITY

- 11.1 Each party's aggregate liability arising out of or relating to this Agreement, howsoever arising, shall not exceed the total amount of fees paid by the Customer to Munters for access to and use of the Services during the twelve (12) month period preceding the date on which the event giving rise to the claim occurred or, if the event giving rise to the claim occurred before the twelve (12) month period has elapsed, during such shorter period.

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- 11.2 Neither party shall have any liability for any loss of business, revenue, profits, production, goodwill, use, data, anticipated savings or other economic advantage (irrespective of if such damage is direct or indirect) as well as any consequential or indirect damages.
- 11.3 The limitations and exclusions of liability in clauses 11.1 and 11.2 shall not apply in relation to claims under clauses 7, 8 and 10.2 of this Agreement or if a party's liability results from gross negligence or wilful misconduct.

12. TERM AND TERMINATION

- 12.1 This Agreement shall continue to apply for as long as there is an active Customer Account. Munters may terminate the Agreement or suspend the Customer's access to the Services in the event of any actual or suspected unauthorised use of the Services or otherwise due to a breach or a reasonably anticipated breach of this Agreement, as determined by Munters. The Customer may terminate this Agreement at any time, for convenience and without cause, by terminating the Customer Account in accordance with the instructions in the Documentation.
- 12.2 Following the termination of this Agreement, howsoever occasioned, all rights granted to the Customer in relation to MyMunters and the Services will immediately cease and the Customer shall stop using MyMunters and the Services.
- 12.3 No amount paid by the Customer under or in connection with this Agreement shall be repaid to the Customer upon termination of this Agreement, howsoever occasioned. Further, the termination of this Agreement, howsoever occasioned, will not relieve the Customer from any payment obligation accrued prior to the effective date of termination of this Agreement.

13. MISCELLANEOUS

- 13.1 If the Customer is entering into this Agreement as a consumer, i.e. is a natural person who trades primarily for use outside of the course of business operations, mandatory law may not allow the exclusion of certain warranties or the exclusion or limitation of liability. The limitations set out in this Agreement may therefore not be fully applicable. This Agreement does not affect any rights that a consumer has under applicable mandatory consumer legislation applicable in connection with this Agreement. In the event of a conflict between this Agreement and applicable mandatory consumer legislation, the latter shall prevail. For more information about your right as a consumer, please refer to www.konsumentverket.se.
- 13.2 The Customer acknowledges and agrees that Munters may, at its sole discretion, engage subcontractors, including, without limitation, its Affiliates, for the performance of its obligations under the Agreement, and that any such engagement shall not relieve Munters from its responsibilities, obligations and rights set forth in this Agreement.
- 13.3 Notices under this Agreement shall be given in Written form. Notices to Munters shall be provided to the Customer's local Munters representative. Notices to the Customer shall be provided to a Customer Representative designated by the Customer.
- 13.4 The Customer may not, wholly or partly, assign, pledge or otherwise dispose of its rights or obligations under this Agreement without Munters' prior Written consent. Munters may

without prior notice to the Customer, wholly or partly, assign its rights and/or obligations to an affiliate.

- 13.5 English language terms used in this Agreement shall be interpreted solely with reference to legal usage, traditions and the laws of Sweden and not with reference to the legal usage, traditions or laws of any other country.
- 13.6 Neither party shall be deprived of any right under this Agreement because of its failure to exercise any right under this Agreement or failure to notify the infringing party of a breach in connection with the Agreement. Notwithstanding the foregoing, rules on complaints and limitation periods, such as in clause 9.1, shall apply.
- 13.7 Terms and conditions which by their nature extend beyond the term of this Agreement shall survive the termination of this Agreement.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 The Agreement shall in all respects be governed by, and is construed in accordance with the laws of Sweden, excluding its conflicts of law provisions.
- 14.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 14.3 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior written consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way such party's rights vis-à-vis the other party in connection with the dispute, or if such a right exists pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

If you have any questions regarding MyMunters, the Services or the Agreement, please contact Munters.

Munters Europe AB