
Terms and Conditions

Language: EN - Version: 1 - Revision: 17-08-2023

<https://www.ottie.ie/terms-conditions/>

Table of Content

1. Definitions.....	2
2. Scope of the Agreement.....	3
3. Agreement establishment, duration and termination.....	3
4. The Ottie failsafe Service.....	4
5. The Ottie boost Service.....	5
6. Online Account.....	6
7. Acquisition and delivery of Equipment.....	7
8. Management of Subscriptions by the Customer.....	7
9. Management of Services and Subscriptions by Ottie.....	8
10. Obligations and responsibilities of Ottie.....	8
11. Obligations and liabilities of the Customer.....	9
12. Fees.....	10
13. Invoicing and payment methods.....	10
14. Processing of personal data.....	11
15. Transfer and changes to the Agreement.....	11
16. Applicable law.....	11

Last published version

The latest published version of the Terms and Conditions is available online at the following address: <https://www.ottie.ie/terms-conditions/>. The Terms and Conditions are available in other languages, but this English version prevails over all other versions.

1. Definitions

The terms with a capital letter in these terms & conditions have the following meaning:

Agreement	The terms and conditions as described in this document
Customer	the legal person/entity with whom Tessares enters into this Agreement
End User(s)	the natural person(s) who makes use of the Ottie Service(s)
Equipment	the equipment that Tessares makes available to the End User to provide the Service(s), comprising a modem-router (the Ottie box) and a SIM card (the Ottie SIM)
Ottie	the trade name under which Tessares offers the Service(s). Any reference to Ottie must be understood as a reference to Tessares
Ottie box	the modem-router that includes Wi-Fi connectivity and mobile network connectivity
Ottie failsafe	the backup service in the event of a break in the End User's primary Internet connection
Ottie boost	Ottie failsafe with the addition of a speed boost service which increases the End User's Internet connection speed beyond that of its primary connection
Ottie Portal	the online management platform from where the Customer manages the Equipment, the Service(s) and the Subscription(s); the Ottie Portal is accessible at https://portal.ott.ie
Ottie SIM	the SIM card which is provided with the Equipment and which provides mobile connectivity to deliver the Service(s)
Online Account	the digital account associated with the Customer to access the Ottie Portal
Party	Refers to either Ottie or the Customer
Service(s)	the service(s) offered by Ottie, including the Ottie failsafe service and the Ottie boost service
Subscription(s)	the individual End User licence(s) for Service(s)
Subscription Period	the period of time during which the Service is active and paid for by the Customer for the benefit of the End User
Tessares	Tessares SA, with registered office at Avenue Jean Monnet 1, 1348 Louvain-la-Neuve, Belgium and with company number 0600 810 278

2. Scope of the Agreement

- 2.1. These terms and conditions describe the entirety of the rights and obligations between the Customer, the End User(s) and Ottie with regard to the Service(s). By accessing and/or using the Service(s), the Customer declares (i) to be sufficiently informed about the content of these terms and conditions and the features of the Service(s) and (ii) to have received and accepted these terms and conditions.
- 2.2. The Customer undertakes to communicate to the End Users the covenants of this Agreement which directly concern them.
- 2.3. This Agreement, together with all updates and supplements, constitutes the only agreement covering the Services between Ottie, the Customer and its Ender User(s), to the exclusion of any other provisions.

3. Agreement establishment, duration and termination

- 3.1. Before approving a request from the Customer for the delivery of Equipment and the supply of Service(s), Ottie reserves the right to ask for any information that it believes may be useful for the establishment and/or the proper execution of the Agreement.
- 3.2. The Agreement comes into force on the date of the activation of the Customer Online Account on the Ottie Portal, in accordance with article 6 below.
- 3.3. Ottie reserves the right, without being liable to pay any compensation, to not enter into an Agreement, to terminate an existing Agreement, to suspend it or to dissolve it at any time, including in one of the following situations:
 - 3.3.1. the Customer refuses to provide Ottie with requested information or documents or provides inaccurate information or documents;
 - 3.3.2. technical reasons, beyond Ottie's control, prevent Ottie from providing the Service(s);
 - 3.3.3. indications of fraud, lack of credit or non-payment of our Services;
 - 3.3.4. use of a Service that conflicts with the Agreement, with national legal or regulatory provisions, with public order or morality, or where the proper functioning or integrity of the network is damaged; and / or
 - 3.3.5. in case of emergency or in the event of an order and / or decision by the government or a court of law.
- 3.4. The Agreement remains active while the Customer Online Account is active on the Ottie Portal, unless terminated by either Party.

- 3.5. The Customer can terminate the Agreement at any time and without justification on the Ottie Portal. The cancellation of the Agreement, and therefore of all active Subscriptions, will take effect on the first day of the calendar month following the cancellation request.
- 3.6. The Customer undertakes to inform Ottie immediately of any change to its contact information and details.

4. The Ottie failsafe Service

4.1. *General*

The Ottie failsafe Service, as defined in 1 above, is only available in countries designated as covered. The list of covered countries can be found on our website at <https://www.ott.ie>. Access to the Ottie failsafe Service depends on a number of elements such as access to a properly functioning mobile network from an Ottie partner.

4.2. *Specific obligations of Ottie*

The Ottie failsafe Service will be provided with reasonable skill and care and in accordance with generally accepted industry standards. Ottie commitments should be understood as an obligation of means. Ottie has a best effort obligation to meet security standards with regards to the Service(s) in order to minimise potential abuse, however Ottie cannot protect against every form of improper use. Ottie therefore bears no responsibility whatsoever for viruses, unwanted e-mail, intruders through unguarded ports or other IT crime on the part of third parties. Ottie will take action against abuse of the Service(s) committed by its Customers and the users of its Service(s), to the extent that Ottie is aware of this. If such cases are of an urgent nature, Ottie can immediately suspend the Subscription(s) for a temporary period to preserve the integrity of the network. If the abuse does not end, Ottie can decide to permanently suspend the Subscription(s) in question or take other measures as provided for in the conditions. Ottie can, at the request of authorised third parties, block certain unlawful information on the Internet.

4.3. *Specific obligations of the Customer and End User(s)*

- 4.3.1. The Customer and its End User(s) undertake not to use the Equipment in any way other than that provided for in the Agreement.
- 4.3.2. The Ottie SIM card may only be used in the Ottie box made available by Ottie.
- 4.3.3. The Equipment is intended for the sole use of the End User and may not be used in the context of the resale of communication or re-routing.
- 4.3.4. The Equipment can only be used by the End User in conjunction with a primary broadband connection at the End User's location and not as a standalone access modem to connect to the Internet.

4.3.5. Should the Customer or the End User(s) fail to meet these obligations, Ottie reserves the right to cancel the corresponding Subscription(s) and the associated Service(s).

4.4. *Fair Use Policy*

Ottie failsafe includes a mobile data plan which comes with a limited data volume per month, that should be sufficient to compensate for legitimate outages of the End User's home Internet connection. This data volume limit depends on the selected Ottie failsafe Subscriptions and the associated options as described at <https://www.ott.ie>. If Ottie has indications of possible misuse by a particular End User such as, but not limited to, an outage with a duration exceeding 1 day, high occurrence of outages lasting more than 1 hour or excessive data consumption (exceeding the monthly volume limit during a Subscription Period as defined in 8.1.1), Ottie will notify the End User of suspicion of misuse and reserves the right to (i) reduce the speed of the mobile connectivity provided by the Ottie SIM, (ii) suspend the Service until the start of the next Subscription Period, or (iii) cancel the Ottie failsafe Subscription for this End User without owing any compensation to the Customer.

5. The Ottie boost Service

(intentionally left empty)

6. Online Account

- 6.1. The Customer acknowledges that the management of the Service(s) for the benefit of the End User(s) is done solely online via the Ottie Portal.
- 6.2. The Customer acknowledges that the creation and the distribution of the credentials (login and password) to access its Online Account is its sole responsibility. In particular, Ottie shall not be liable for any misuse arising from or in connection with the loss or the theft of the credentials, except if such loss or theft is the sole responsibility of Ottie.
- 6.3. The Customer undertakes that the person(s) having access to the Customer's Online Account has(have) the authority:
 - 6.3.1. To cause the Customer to enter into this Agreement,
 - 6.3.2. To order Equipment, in accordance with article 7, and
 - 6.3.3. To activate, suspend or cancel Subscriptions, in accordance with article 8.
- 6.4. Ottie reserves the right to deactivate the Customer Online Account if there are no active Subscriptions for more than 12 months.

7. Acquisition and delivery of Equipment

- 7.1. In order to benefit from the Service(s), each End User must have received the Equipment which is ordered by the Customer on behalf of the End User through the Ottie Portal from the Customer's Online Account.
- 7.2. The Customer designates the recipients of the Equipment by supplying their individual email addresses. Following such designation, each End User is invited via email to indicate the shipping address where their Equipment must be delivered or to collect the Equipment at the address designated by the Customer.
- 7.3. The Customer agrees that the shipping address indicated by the End User for the delivery of the Equipment is valid.
- 7.4. The Equipment acquired by the Customer's End User is non refundable.
- 7.5. The risks transfer to the Customer when the Equipment is received by the Customer or the End User. From then on, the Customer will be liable for all risks of the Equipment.
- 7.6. The delivered Equipment shall be deemed to have been definitively and irrevocably accepted including all visible defects, unless the Customer raises a concern in writing with Ottie within five (5) working days of the delivery date of the Equipment.

8. Management of Subscriptions by the Customer

- 8.1. *Activation*

Upon receipt of the Equipment at the designated shipping address, the End User is invited to follow the onboarding procedure to enable the Service. The corresponding Subscription becomes active on the date the onboarding procedure (as described on the Ottie website) is successfully completed, as notified to the End User and shown on the Ottie Portal.

 - 8.1.1. *Subscription Period*

With the exception of (i) the first Subscription Period which starts on the date of activation of the Service as described in 8.1 and (ii) a period which follows the reactivation of the Service after a suspension which starts on the date of reactivation as described in 8.3, each Subscription Period starts on the first day of the calendar month and ends on the last day of the same month.
- 8.2. *Suspension*

The Customer has the possibility to suspend one or more Subscription(s) on the Ottie Portal. Such suspension of Subscription(s) and the corresponding Service(s) becomes effective on

the first day following the end of the current Subscription Period. During the suspension period, Ottie will charge a reduced monthly fee as indicated on <https://www.ott.ie>.

8.3. *Reactivation*

The Customer has the possibility to reactivate previously suspended Subscription(s) on the Ottie Portal. Such reactivation of Subscription(s) and the corresponding Service(s) becomes effective on the date of reactivation.

8.4. *Cancellation*

The Customer has the possibility to cancel (i.e. permanently terminate) one or more Subscription(s) on the Ottie Portal. Such cancellation of Subscription(s) and the corresponding Service(s) becomes effective on the first day following the end of the current Subscription Period. A Subscription that has been cancelled cannot be reactivated.

9. Management of Services and Subscriptions by Ottie

9.1. *Suspension of Service(s)*

In accordance with clauses 4.3, 4.4, 5.3 and 5.4 (Specific obligations of the Customer and End User(s) and Fair Use Policy), Ottie can suspend the Service(s) of specific End User(s). The suspension of the Service(s) and the reason thereof will be notified to the End User and the suspension will be immediately effective and will last until the first day of the next Subscription Period when the Service(s) will be automatically reactivated.

9.2. *Reactivation of Service(s)*

In addition to the automatic reactivation described in 9.1, Ottie can also reactivate manually the Service(s) with immediate effect.

9.3. *Cancellation of Subscription(s)*

In accordance with clauses 4.3, 4.4, 5.3 and 5.4 (Specific obligations of the Customer and End User(s) and Fair Use Policy), Ottie can cancel the Subscription(s) and the associated Service(s) with immediate effect. Such cancellation will be notified to both the Customer and the End User(s).

10. Obligations and responsibilities of Ottie

10.1. Ottie undertakes to use its expertise and care to provide the Customer's End User(s) with the Service(s), in accordance with legal, regulatory and contractual requirements.

10.2. Ottie can only be held liable insofar as the Customer proves that Ottie has committed a serious contractual error; or if Ottie has not performed an obligation that constitutes one of the principal aims of the Agreement. Ottie's liability is limited to repairing foreseeable, direct damage that the Customer and/or the End User(s) have suffered, excluding all indirect or

intangible damage such as, but not limited to, business loss, loss of income or profit, loss or damage to data or recordings. Ottie will not be liable for any unauthorised access to system data, Customer content or Customer data, a failure of End User's Internet services, downtime or maintenance or for its failure to provide technical or other support services. In all cases, Ottie's liability is limited to the equivalent of a 3-month Subscription fee for each affected End User for the Service(s) in question.

- 10.3. Ottie cannot be held responsible for delays or shortcomings in the performance of the Service(s) and the consequences thereof due to force majeure or by acts or omissions of third parties.
- 10.4. Ottie only provides the services defined in this Agreement. The Customer knows and acknowledges that Ottie has no control over the information, quality, security or price of data, programs or services to which the End User(s) have access via the Service(s), and that Ottie does not control the content of the information the End User(s) send, download, upload and / or receive via the Service(s) and bears no liability whatsoever with regard to this content. With regard to services from third parties that are provided via the Service(s) or that the End User(s) can use via the Service(s), the Customer knows and acknowledges that Ottie only acts as an intermediary for Internet connectivity. Ottie can under no circumstances be considered as a provider of these services in its own name or for its own account.

11. Obligations and liabilities of the Customer

- 11.1. The Customer undertakes to use the Service(s) only for lawful purposes, in accordance with the Agreement. The Customer is responsible for compliance with the Agreement by its End User(s).
- 11.2. The Customer and the End User(s) may not distribute, commercialise, sell, rent, make available or otherwise reproduce the Service(s), including the Equipment, free of charge or for consideration, on any medium for the benefit of any third party.
- 11.3. Any fraudulent and / or unlawful use of the Service(s) or Equipment is strictly prohibited. The licence to use the Services is non-transferable. The user licence of the Services expires immediately upon termination of this Agreement.
- 11.4. The End User must take due care of the Equipment. Upon payment of the required fee, the Equipment becomes the property of the Customer and is subject to a warranty provided by Ottie as defined at <https://www.ott.ie>.
- 11.5. The Customer is liable for all damage caused to Ottie and third parties, when this damage results from the End User(s)' use of the Service(s) and is not caused by an error on the part of Ottie.
- 11.6. The Customer undertakes to inform Ottie promptly of loss and theft of the Equipment.

- 11.7. In all cases, the content of the End User(s) communication travelling across the Service(s) remains the End User(s) own responsibility and Ottie is not expected to limit or oversee this. The Customer indemnifies Ottie against all claims that third parties make against Ottie based on the incorrect and / or illegal use of the Service(s) by the End User(s).
- 11.8. At the request of Ottie, the End User will provide the identification number of the SIM card and / or the IMEI number (to identify the terminal equipment) of the Equipment used for the Service(s).
- 11.9. Without prejudice to the other provisions of this Agreement, the Customer and the End User(s) must refrain from the following actions, this list is not exhaustive: any attempt to copy the technical identification data of the SIM card and any fraudulent or unlawful use of the SIM card, decompiling the Ottie software or subjecting it to analysis, retro technology or creating a derivative software.

12. Fees

- 12.1. The prices of the Service(s) and Equipment (the “fees”) are displayed on our website <https://www.ott.ie> and are exclusive VAT and other duties and expenses payable by the Customer.
- 12.2. The fees that are payable by the Customer for the Subscription(s) and the Equipment are as stated in the invoice.
- 12.3. The fee for the Equipment is due from the day the Equipment is shipped from the warehouse to the address indicated by the End User.
- 12.4. The Subscription fee for the Service(s) (Ottie failsafe or Ottie boost) is due on the first day of each Subscription Period as defined in 8.1.1.,
- 12.5. By subscribing, the Customer authorises Ottie (or a third party appointed by Ottie) to automatically charge the monthly Subscription fee via the specified payment method.
- 12.6. The Subscription fee remains due, even if the End User(s) do not use the Service(s).

13. Invoicing and payment methods

- 13.1. Invoices are sent to the Customer electronically every month and are available on the Ottie Portal.
- 13.2. Invoices are due for payment as specified in the invoice and payment should be made according to the payment method selected from those described on the Ottie Portal

- 13.3. Invoices are addressed based on the details provided by the Customer. In the event of non-payment by the due date, Ottie will send a notification to the Customer. The Customer then has five days to arrange this payment. If the payment is not made within this specified period, Ottie (i) has the right to terminate or suspend the Agreement and all the Service(s) and (ii) reserves the right to claim a penalty from the Customer amounting to 15% of the outstanding amount with a minimum amount of EUR 100. In addition, the Customer shall automatically and without notice be liable for the payment of interest in arrears calculated at an annual 10% rate..

14. Processing of personal data

- 14.1. The processing of personal data is subject to the Ottie privacy policy. The Customer and the End User(s) can consult the Ottie privacy policy on <https://www.ott.ie/privacy-policy/>.

15. Transfer and changes to the Agreement

- 15.1. Following notification to the Customer, Ottie has the right to transfer all or part of its contractual rights and obligations to a third party, without the Customer's permission and without the Customer being able to claim any compensation in connection with this transfer.
- 15.2. The Customer can transfer its contractual rights and obligations to a third party with the written permission of Ottie.
- 15.3. The Customer acknowledges and accepts that the Service(s) are evolutionary. For example, the mobile network coverage may change as a result of circumstances, sometimes beyond the control of Ottie. Ottie will inform the Customer about such changes as soon as it is able.
- 15.4. Ottie reserves the right to amend the Agreement and the technical features of the Services or Equipment, including the amount of fees, even if this affects the price or quality of the Services. Ottie shall notify the Customer of such amendments at least one month before their entry into effect, by any notification means it deems appropriate. A Customer who does not accept changes may terminate the Agreement, without any compensation being due.

16. Applicable law

- 16.1. This Agreement is governed by Belgian law and any litigation relating to it shall be settled by the Courts of Nivelles (Belgium).

Document classification and version history

Asset management policy	
Document owner	CEO
State	Final
Classification	Public
Version	1.0

Version history			
Date	Version	Author	Type of change(s)
14-07-2023	0.1	Denis PERIQUET	Initial version
17-08-2023	1.0	Denis PERIQUET	Version for commercial launch (Ottie failsafe only)