

# **TERMS AND CONDITIONS OF USE**

## **nddPrintMPS**

Please carefully read the Terms and Conditions of Use ("Terms") of the nddPrintMPS application contained on this page. From the moment you access the nddPrintMPS application, regardless of registration or identification as a specific user, you agree and accept all terms and clauses contained in this Term. If you disagree with any provision set out in these terms and conditions, you should not use the nddPrintMPS application.

Always concerned about people, NDD EUROPA dedicates the highest efforts to guarantee, for everyone, the full exercise of their rights, especially their rights of personality. Therefore, the privacy and protection of personal data are at the heart of NDD EUROPA's concerns. Therefore, these Terms of Use seek to demonstrate how NDD EUROPA positions itself concerning the use of your Personal Data and what and how you may exercise rights and duties. The instructions described below refer to the nddPrintMPS application.

## **1. OFFERED SERVICES**

These Terms and Conditions of Use are intended to regulate the access and use of the nddPrintMPS application ("Application") by you, the user ("You" or "User"), made available by NDD PRINT EUROPA SL., C.I.F. B86812468, based in Calle Valportillo Primero 5, Piso 2<sup>a</sup>4, Alcobendas, 28.108, Madrid, Spain (referred as NDD EUROPA).

The application aims to assist Customers in the administration of infrastructure and printing supply, covering all printing made in the Customer's environment, through a cloud control management platform, established through the nddPrint 360 Portal.

The application allows the Client and the Partner to have access to print flow data, print accounting methods, environmental impact reports, and the possibility of using printers, with analysis of the need for supplies and monitoring of processes and prints in establishments registered in the application.

Through nddPrintMPS, it is possible to monitor the need or not for the replenishment of supplies, obtain reports of replenishments already made, the amount of use of each supply in each machine, the number of supplies in stocks and, also, production indicators for each existing printer in the Customer's environment.

Based on the data captured from each device, the nddPrintMPS application makes customized reports of each Client's equipment, which allows analytical monitoring of operations, through the Client's production indicators. It monitors errors in the printers, whether they are from the system (e.g., the divergence of captured data) or hardware (e.g., paperless printer), and makes it possible to consult Events occurrences even after they close on each machine.

With this information, You agree and declare to be aware that the services provided by the nddPrintMPS application are limited to the analysis and monitoring of printing activities, with identification of Users even when the printings are generated by smartphones or tablets (through an app). You agree with the data being used to elaborate complete reports and supplies warning and definition of replacement policies or printing behavior. It should be noted that the nddPrintMPS application's services, by no means and under no circumstances, include the provision of printing services themselves, nor of production, monitoring or storing the content itself, of the printings made.

Any problems arising from this service or regarding the printings made are the sole and exclusive responsibility of the Customer, the Partner responsible for maintaining the printing infrastructure and supplies, or the User himself, and must be resolved directly between the parties.

It is important that You, User, Partner or Client, know that your account management and the instructions passed on to the nddPrintMPS application are the sole responsibility of the one providing the information, including the possibility for the Client to maintain, suspend or delete the accounts of Users in the nddPrintMPS application.

## **2. ABOUT THESE TERMS AND CONDITIONS OF USE**

The access to these Terms will always be possible, both on the website and in the Applications provided by NDD EUROPA. It should also be noted that these Terms should ever be read and interpreted in conjunction with the company's Privacy Policy, as they complement each other. The Privacy Policy is also permanently available.

These Terms are continually evolving and may be changed without prior notice. For this reason, it is vital that You periodically revisit this page to check if there has been any change in the terms established. To determine if there have been any changes since your last reading, analyze the document's latest version date, located at the end of the page. If we have changed any of the clauses of the Terms and You do not agree with them, you must immediately stop using the nddPrintMPS.

It is possible that some Users, due to the professional activity or package contracted within the applications of nddPrintMPS, have access to some specific features and services, not available to conventional Users of the application, for example, the possibility of creating behavior policies for a particular print queue at a specific workstation.

For these Users, therefore, there may be Terms of Use, service contracts, and specific Policies. Hence, if there is any contradiction between general documents and specific documents intended for particular types of Users, the provisions of specific documents will always prevail.

## **3. COMMUNICATION CHANNELS**

If it is necessary for You to contact NDD EUROPA for any reason related to the application, you should do it through the Communication Channel made available in the application itself, or via email, using the address [protecaodedados@ndd.tech](mailto:protecaodedados@ndd.tech).

In case of questions or suggestions regarding the Terms and Conditions of Use and the Privacy Policy provided by NDD EUROPA, the communication must be made exclusively by email, by the address [protecaodedados@ndd.tech](mailto:protecaodedados@ndd.tech).

## **4. ACCEPTANCE OF TERMS AND CONDITIONS OF USE**

Using the nddPrintMPS application, You declare that you have read and understood all the rules, conditions, and obligations established in this Term. From that use, you also express your **free, explicit, and informed consent** regarding all the provisions described in this Term.

## **5. DEFINITIONS OF WORDS AND EXPRESSIONS**

To avoid conceptual confusion between some words and expressions, specific definitions essential to a good understanding of these Terms and the Privacy Policy will be presented below. Thus, from this document, the following words and expressions must be interpreted with the following meanings.

**Client:** all companies that control their infrastructure and printing supplies through the nddPrintMPS application obtaining benefits from the provision of the analysis and monitoring of printings, their data flow, creation of behavior policies, preferences, environmental impacts, and more.

**Partner:** the company responsible for the implementation of the NDD PRINT 360 application at the Client. It can also be responsible for the management and monitoring of printing activities and the provision of printing supplies.

**User:** all those who, in some way, interact with the nddPrintMPS application.

**Persona:** refers to the different roles that a user can assume, simultaneously or not, when using the nddPrintMPS application.

**Application:** this term includes all interfaces, websites, applications for mobile devices that may be made available, server applications or legacy systems, services made available by nddPrintMPS in digital media and content made available by NDD EUROPA, including, but never limited to, preparation of reports, provision of consultation environments, with the possibility of personalization of the Service Portal by the Customer.

**Service Portal:** centralizing environment for Customer or Customizable Partner actions, which guarantees greater autonomy for them, with clearer visibility of operations and the possibility of access to information guides, such as how to proceed in everyday situations (e.g., paper jams in printers).

Events: any activity performed or monitored as a result of the activity or inactivity of a printing press, from failures in the equipment itself, such as the paper jams in a particular machine or the warning that a given supply has run out (hardware events) to the divergence analysis of captured data (system events).

Behavior Policies: these are the filters established by the Client on the platform, such as the possibility of double-sided or simple printing, in color or black and white, file size, quality and type of document, and determination of the traceability of sheets by security marks and measures that determine login data, time, date, print queue and tracking code.

## **6. REGISTRATION**

Depending on the service you want to use within the Application, it may be necessary to complete an identification form. In such cases, you may have to declare, with legitimacy, you have already completed legal age (18 years old) or that you have already been emancipated, enjoying full legal capacity to carry out civilian acts, without embarrassment.

From the moment you start using our services, you must also declare that you are aware that you are solely and exclusively responsible, including civilly and criminally, for the request for correction and accuracy of the information provided in the Register and for ensuring the information passed on to the Application may be verified whenever necessary.

If NDD EUROPA identifies any malicious and fraudulent attitude in providing incorrect or false information, registered in its system by any User, it may suspend or cancel the registrations that it deems to violate the rules and guidelines established by NDD EUROPA.

## **7. OBLIGATIONS OF USERS**

You must keep the records with your Personal Data up to date and safe, providing complete and accurate information, taking the necessary precautions so that this information is not accessed by anyone other than You. Your access data must remain only at your disposal and nobody else.

You must also choose a secure password, and it is your sole and total responsibility to maintain the confidentiality of your password and any other non-public account information.

By accepting to use the Application and, consequently, accepting these Terms, You understand and are aware that all actions possibly carried out by third parties with your access data are your sole responsibility. This accountability does not depend on whether the access occurred due to your voluntary provision of access data to others - which goes against the rules established in this Term - or whether, due to reasons of negligence, third parties had access to your data.

The Application cannot be responsible for any loss you may incur due to someone else using your username, password, or account, with or without your knowledge.

Any damage resulting from the misuse of information provided to the Application or that arrives in the domain of third parties, and the misappropriation that violates the respectability conditions

of the nddPrintMPS application are the sole and exclusive responsibility of the User, the Partner or the Customer of the Application, to the extent of the participation of each one.

In short, You are entirely responsible for all activity carried out with your account and, therefore, You agree to notify NDD EUROPA immediately of any unauthorized use of your account or any other breach of security, so that the measures eventually necessary are taken.

As a condition of using the Application, You are expressly restricted from making activities for purposes that are unlawful or prohibited by the Application and by NDD EUROPA.

Access to the nddPrintMPS application is prohibited in a way that could damage, disable, overburden or weaken any Application server or any networks connected to any NDD EUROPA server.

All personal data or third parties' data, accessible to You, due to the use of the nddPrintMPS application, must be considered as Confidential Information, and must, therefore, be treated by You. It is strictly forbidden to disclose, in any way, this personal data.

## **8. OBLIGATIONS OF NDD EUROPA**

Regarding the obligations of NDD EUROPA, related to the availability of the nddPrintMPS application, it must guarantee the availability of the contracted service, in its own virtual space for the execution of the software, so that all those who must have access to the information, the most diverse Users of the system, with their respective personas, can access the fullness of the data and the features of the system to which they have access privilege.

It is also obliged to direct all necessary efforts to guarantee the security and confidentiality of personal data used by the application, making them available only in circumstances that satisfy its legitimate expectations and in those explicitly provided for in these terms and conditions of use, in the policy privacy policy or in the contracts that govern the activities of personal data processing carried out by NDD EUROPA at the expense and risk of the Controllers.

NDD EUROPA undertakes to keep the contracted service available for 24 (twenty-four) hours a day, every day of the week, considering the availability of 98% of the time, calculated monthly, as an adequate level of service, except:

- (a) in cases of planned interruptions, which will be notified at least 08 (eight) hours in advance via email, or notice in the System; or
- (b) in any case of unavailability caused by unforeseeable circumstances or force majeure, government actions, floods, fires, earthquakes, civil conflicts, acts of terrorism, strikes or labor problems, failures, or delays by the Internet service provider.

## **9. DISCLAIMERS OF LIABILITY**

NDD EUROPA, in addition to other limitations and disclaimers, provided for in these Terms and Conditions and Use, in the Privacy Policy, in contracts for specific types of Users, as well as in agreements that establish legal relationships between NDD EUROPA, its customers and partners, aiming, directly or indirectly, to provide services that involve the nddPrintMPS application, if any, will not be responsible:

- (a) for the content of any printing performed on Customers' printing machines;
- (b) for ensuring that the logged-in User is the User using the Application platform since the security mechanisms are already established from the moment the User is created in the application;
- (c) for ensuring the adequate replacement of the necessary supplies for the operation of the equipment;
- (d) for eventual unavailability, errors resulting from instabilities or inconsistencies in data transmission, the quality of the internet connection or due to failures in its availability that prevent adequate access to the NDD PRINT 360 application;
- (e) for the exclusive tax liability of Partners, Customers, and Users.

The nddPrintMPS application is a facilitator for managing print flows and identifying Users, controlling printing mechanisms to adapt to the need for replenishing supplies, preparing productivity or inactivity reports, and other correlations a specific purpose to facilitate and optimize corporate print environments.

## **10. APPLICABLE LEGISLATION**

All the terms, conditions, obligations, and other statements in these Terms and Conditions shall be governed by the current legislation in the European Union and in particular by law in Spain.

## **11. JURISDICTION OF CHOICE**

You are aware and agree with SPECIFICATION OF MADRID AS A JURISDICTION, IN THE FORMAT DEFINED IN SPANISH LEGISLATION, so that it has jurisdiction over any litigation that may occur related to this Terms and Conditions of Use of nddPrintMPS.

Updated: January 03, 2021.