



TERMS & CONDITIONS

APRIL 2024



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1. Applicability and validity

- 1.1.** These terms and conditions (hereinafter referred to as “Terms” of www.NexCon.io (hereinafter referred to as “NexCon.io”) apply to any purchase from or use of NexCon.io.
- 1.2.** 1.2 The Customer is the legal entity that enters into an agreement regarding access to and use of NexCon.io’s Services with NEXCON.IO ApS, VAT-ID 40831517, which is a Danish registered company.
- 1.3.** 1.3 Terms of the Customer’s terms of purchase, tender conditions or similar cannot be relied upon in relation to the access to and use of NexCon.io’s Services.
- 1.4.** 1.4 The Terms contain special conditions concerning, inter alia, liability limitation and special deadlines, and the Customer is encouraged to read the Terms carefully before acceptance.

2. NexCon.io

- 2.1.** NexCon.io is an online service platform which sells SIM-cards and Data packages (“The Services) for the Customer to connect their M2M and IoT devices and manage their incoming and outgoing communication via data transfer and SMS.
- 2.2.** The Services are transmitted through existing telecommunications networks under agreement with a telecommunications operator(s). NexCon.io is not responsible for any faults, defects and crashes of the telecommunications operator(s) or any other third parties or systems, which deteriorate NexCon.io and its Services.

3. Functionality

- 3.1.** 3.1 NexCon.io is a self-service platform which is offered with the basic functionality that the system provides when the Customer first accesses NexCon.io.
- 3.2.** NexCon.io is entitled, at its sole discretion, to continually change the functionality of the software, subscriptions and its Services.
 - 3.2.1.** NexCon.io may determine that new standard functionality is part of Customer’s current access.
 - 3.2.2.** Changes may be made without prior notice.

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- 3.3.** Shipment of SIM-cards typically takes up to 2 working days from the time of ordering until delivery at the chosen address. However, this may vary depending where in the world the SIM-cards are shipped and/or on the delivery address. Regardless of the shipment time, SIM-cards will be activated upon ordering, why related subscriptions/payments will take effect immediately after ordering and not when the SIM-cards have been received.

4. Account

- 4.1.** In order to use NexCon.io, the Customer must create an account, enter a minimum full name, company name, e-mail address, address, postal code, and city as well as country. Registration is free and when creating the first account (limited to one pr. Customer) the Customer is entitled to a free testpackage. The value of this cannot be paid out, cf. section. 4.5.
- 4.2.** When the Customer creates an account, the Customer is subsequently sent a verification code which will be used for the further sign up process.
- 4.3.** The Customer is responsible for ensuring that all account information (including delivery information) is accurate at all times. The Customer is required to keep NexCon.io usernames and passwords confidential. The Customer is liable for any misuse of that Customer's account, including but not limited to misuse of usernames and passwords, regardless whether the abuse is made by the Customer or third parties, unless the abuse is caused by circumstances that can only be attributed to NexCon.io.
- 4.4.** In order to make use of NexCon.io and it's Services, the Customer must complete a purchase of a NexCon.io Service or have received a testpackage, cf. section 4.1. If the Customer has not completed a purchase before the 30 day trial expires, the account is deactivated. It can take up to five days from a purchase of credits before the Customer's account balance reflects it. Once a purchase of credit has been completed, the Customer gains access to the Services (digital content, data packages etc.). When using the Services and/or activating a subscription, the account's NexCon.io credit balance is written down continuously. It may take up to 48 hours for the write-downs to be visible on the account balance.
- 4.5.** Purchases of NexCon.io's Services are not transferable to another person or account, has no monetary value, accrues no interest, and unless required by law or permitted by these Terms (see option 15.4), cannot be redeemed or refunded for any kind of money or monetary value from NexCon.io at any time.

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- 4.6.** NexCon.io may at any time suspend, close or block the Customer's account and/or Services, including if these Terms are not respected. Barring is done without notice and NexCon.io may charge up to DKK 1.500 ex. VAT to reopen an account.
- 4.7.** The Customer may at any time (i) request NexCon.io to block the Customer's account by writing an email to support; hi@nexcon.io, or (ii) delete the account themselves through the Customer's account overview.

5. Data packages

- 5.1.** NexCon.io offers different data packages with a fixed data plan. Fixed data plans are reset every month. NexCon.io offers no refunds for unused data.
- 5.2.** When using NexCon.io, the customer can create a data pool and distribute data across SIM cards on the same data plan.
- 5.3.** It is possible for the Customer to pay for the data consumption over the limit or to block the usage of data if the total amount of data consumption is exceeded.

6. Prices and payment

- 6.1.** The Customer prepays for subscriptions and Data usage, as well as for any optional features. The price for Data usage is measured per kilobyte (KB). The customer postpays for any extra amount of Services used (not included in the prepayment), as well as a potential fee for choosing post-payment (see section 6.3). NexCon.io's current price list can always be accessed at www.NexCon.io. The Customer can view his/her current price list by logging into the Customer's account. NexCon.io may change the price list from day to day as prices are based on third party prices. The prices may change in relation to NexCon.io's purchase prices from the operators. This includes changes in prices for data, SMS, voice and permanent roaming fees. All prices are in DKK, USD and/ or EUR and quoted ex. VAT. The prices may be subject to errors. When purchasing a SIM-card, a production fee is charged. As a general rule, freight is paid. SIM-cards are delivered inactive by default. Subscriptions are activated when the SIM-cards are activated.

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- 6.2.** Prepayment; NexCon.io can only be used when the Customer purchases a service using the following debit cards: MasterCard and VISA. If the Customer activates a subscription, NexCon.io automatically charges for a specified amount, in order to cover the costs of the subscription, until canceled. The customer can cancel subscriptions via his/her user account at any time, but will have to pay for the running month plus the next full month (e.g. if you cancel on the 22nd of the month, you pay out the month + 1 month). Any use of NexCon.io's Services which exceeds the Customer's current subscription(s) (e.g. use of additional Data or other Pay As You Go transaction-based Services such as SMS and Voice), is subject to separate charge and the terms in section 6.3.
- 6.3.** Post-payment; If the Customer wishes to pay per month after consumption, ie. without prepayment, the Customer may contact NexCon.io via hi@nexcon.io and request to be approved for credit. If applicable, hi@nexcon.io's fees, etc. will be settled monthly in arrears and due for payment 8 days after the invoice date. Due unpaid payments are subject to interest at 2% per commenced month until payment is made. NexCon.io sets a credit limit and may require security in the form of a cash deposit. If the Customer does not pay the invoices or required deposit, NexCon.io can block or close the Customer's account(s), as well as account(s) on other platforms in the ONLINECITY.IO Group.
- 6.4.** Invoices will be issued using the information entered by the Customer into NexCon.io and the Customer will be invoiced for the purchased credits. Any disputes to invoices must be communicated to NexCon.io no later than 30 days after the invoice is due, in order to be a valid dispute. The Customer has no right of withdrawal.
- 6.5.** If the Customer is located in Denmark, VAT is attributed to the invoice. For other EU countries, there is a reverse payment obligation and the Customer must themselves report VAT in accordance with Article 196 of Council Directive 2006/112 / EC. If the Customer is located and uses NexCon.io outside the EU, the VAT rules in the Customer's home country apply, and the Customer is responsible for its compliance.
- 6.6.** Inactive accounts are understood to mean that there has neither been any subscription payments, inbound or outbound traffic/data through the Services for 60 consecutive days. Inactive accounts with a positive balance will be written down by EUR 2 / DKK 15 per. month.

7. Technical aspects

- 7.1.** NexCon.io is a self-service platform which is offered with the basic functionality that the system provides when the Customer first accesses NexCon.io. NexCon.io supports Services in several different countries and regions, which can be viewed at www.NexCon.io.

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- 7.2.** It is the Customer's responsibility to ensure that the Services and/or subscriptions chosen (e.g. data amount) is sufficient to enable the Customer's use of the Services and to run as desired in the relevant geographical location(s). If the Customer runs out of data, they may contact NexCon.io at hi@nexcon.io and upgrade for more data on the SIM-cards. This will be subject to separate charges.
- 7.3.** NexCon.io's data Service supports 2G, 3G, 4G and 5G as well as NB-IoT and LTE-M. However, there may be a difference in performance depending on where in the world the Customer needs to use the SIM-cards.
- 7.4.** The Customer is aware that NexCon.io may contain errors and inconsistencies. Such errors and inconsistencies are rectified where possible in the course of NexCon.io's ongoing updating and maintenance, and will not affect the obligation to pay the agreed fee, and NexCon.io is not responsible for any interruptions, disruptions or changes related to technical, maintenance or operational actions, including delays.
- 7.5.** The Customer is responsible for the technical requirements for using the Services and the compatibility with the used equipment. NexCon.io is not responsible for any configuration or establishment of the Customer's equipment or systems.
- 7.6.** If the Services of NexCon.io are covered by the Payment Services Act, the provisions of the Act are waived to the greatest extent possible.

8. Accessibility and uptime

- 8.1.** NexCon.io is accessed by the Customer via the Internet where the Customer has access to track their data consumption, refill, change subscriptions, and activate/deactivate SIM-cards.
- 8.2.** NexCon.io strives to have its platform available at least 99.9% of the time, as measured per quarter. During the mentioned uptime, time is spent on preventative maintenance and updating of NexCon.io as well as maintenance of hardware etc. The target uptime is not related to the Service (e.g. data).
- 8.3.** Maintenance and updating are usually done on weekdays during the period. 24:00 - 06:00 Danish time (GMT+1). Critical updates will be made during the daytime.
- 8.4.** If NexCon.io exceptionally needs to perform maintenance or update during working hours, this will be notified whenever possible.
- 8.5.** Breakdowns/inaccessibility due to conditions that are beyond NexCon.io's control, including but not limited to those mentioned under force majeure, are not counted as breakdowns that affect uptime.

9. Security and limitations of use

- 9.1.** NexCon.io is responsible for security of its own systems.
- 9.2.** The Customer is responsible for the security of the units used and the Customer's own systems as well as access to its accounts and tokens. NexCon.io is not responsible for and cannot be held liable for any misuse, hacking, bot attacks, spamming or similar, committed on or towards the Customer's systems or units or account(s).
- 9.3.** NexCon.io may not be used for any illegal, pornographic, harmful, racist, harassing, violent, threatening or similar purposes or otherwise used to send viruses, spam or used to harm third parties. The Customer is obliged to comply with the laws of relevant countries and possible framework agreements governing the Services, as well as ensuring that the use and content is legal. When the Services are provided by foreign providers, the Customer is also obliged to comply with the rules hereof, and that the use, under the law of these countries, is legal. Furthermore, NexCon.io cannot be held liable for a Customer's breach of this clause and is not required to enable the Services if this clause is breached.
- 9.4.** NexCon.io is entitled to invoice or set off any fees, fines and penalties, etc. from the operators, suppliers or third parties, caused by the Customer or its users. Furthermore, NexCon.io is entitled to invoice or set off the actual time spent on the case processing.
- 9.5.** NexCon.io is entitled for security reasons to make random checks of the use of the Services and check up on suspicious activity found via NexCon.io's internal security system or affiliates' and suppliers' security systems, as well as end customers' or receiving parties' complaints and inquiries.
- 9.6.** The use of the Service for sending peer-to-peer SMS traffic (P2P) is restricted. The Service is reserved for A2P (application-to-peer), M2M (machine-to-machine) and P2A (peer-to-application) communication.
- 9.7.** SIM-cards may only be used for IoT purposes and not for A2P purposes or Bulk SMS. NexCon.io reserves the right to shut down SIM-cards that are misused in relation to NexCon.io's Terms and Conditions.

10. Personal data

- 10.1.** Everything pertaining to personal data and the data processing is clarified in the Personal Data Policy, located on the website.
- 10.2.** When using the IMEI Lock Service, the Customer accepts that NexCon.io processes the customer's IMEI number for use of the service.

11. Support and service goals

- 11.1. NexCon.io monitors all its Services and provides technical support to the Customer's contact persons via email and chat on weekdays from 09:00 - 15:00 Danish time (GMT+1). Emails and instant messages are usually answered within 24 hours.
- 11.2. NexCon.io provides 24/7 monitoring of all servers.
- 11.3. On top of NexCon.io's normal support and service, NexCon.io offers a separate extended tailor-made service agreement. The Customer may contact NexCon.io at hi@nexcon.io if the Customer requests further information on NexCon.io's service agreements.
- 11.4. The Customer is obliged to comply with NexCon.io's reasonable instructions regarding the use of the Services, including in the avoidance/circumvention of errors.

12. Integration

- 12.1. NexCon.io assists only with technical support for integration (e.g. API calls to check data consumption) after a separate agreement is made.
- 12.2. The Customer is responsible for the implementation of the integration and the information that the Customer inserts into NexCon.io's systems.

13. Backup and data

- 13.1. NexCon.io is continually backing up NexCon.io. However, this backup cannot replace the Customer's own backup, as NexCon.io's daily backup is overwritten with the latest backup every day. Backups are stored by NexCon.io for up to three months, but it is the Customers responsibility to make their own backups.
- 13.2. The Customer may be assisted to restore previously produced backups if they continue to be found on NexCon.io's backup. Note: This is an extra service and is connected to separate costs.

14. Communication

- 14.1. NexCon.io may use the Customer's email for all communications, including service announcements, claims and reminders.

15. Intellectual property rights, etc.

- 15.1.** NexCon.io has all rights, including intellectual property and any know-how, to NexCon.io and its associated system and database.
- 15.2.** NexCon.io retains the ownership of keywords and numbers created for the Customer, and the Customer is therefore only granted a right to use it. This right of use only applies as long as the contractual relationship exists. SIM-cards bought are however the property of the Customer and do not need to be returned upon termination.
- 15.3.** Prior to creating a virtual mobile number, the Customer may submit his/her own SIM card for operation under NexCon.io, thereby retaining ownership of the number when the contractual relationship terminates.

16. Termination

- 16.1.** The Agreement for access to and use of NexCon.io may be terminated by the Customer, in writing, without notice or under "Settings" in the Customer's account.
- 16.2.** NexCon.io may terminate the Customer's access to and use of NexCon.io from day to day, if:
 - 16.2.1.** The Customer fails to pay a due amount to NexCon.io or if the Customer fails to fulfill its obligations under these Terms, including if the Customer fails to comply with the Terms of NexCon.io, NexCon.io has the right to immediately terminate the Customer's access, as well as access to account(s) on other platforms in the ONLINECITY.IO Group, if the relationship has not been rectified before.
 - 16.2.2.** Access to NexCon.io can only be reestablished once the Customer has paid all sums due, including all costs or terminated any other material breach. Failure to comply with the terms is always significant.
- 16.3.** Upon cancellation, prepaid amounts below DKK 800.00 / 100 Euro will not be refunded. For refunds of over DKK 800.00 / 100 Euro, a handling fee of DKK 350.00 / 50 Euro will be charged. Any fee for transferring to the Customer's foreign account must be paid by the Customer.
- 16.4.** If NexCon.io materially breaches its obligations under these Terms, the Customer, if the breach is not terminated within 20 working days of NexCon.io receiving written notice from the Customer of the nature and significance of the breach, is entitled to terminate access to and the use of NexCon.io with a notice selected by the Customer.

17. Liability and limitation of liability

- 17.1.** The Customer is solely responsible and liable solely for the Customer's use of NexCon.io, including access to NexCon.io, and the devices which the Customer uses NexCon.io's Services on.
- 17.2.** The Customer has no right of withdrawal.
- 17.3.** NexCon.io is not liable for indirect loss or consequential damages. Loss of data as well as costs for restoration and reinstallation, etc. of which, in any case, is considered indirect loss or consequential damage, with the exception of loss of data covered by the EU General Data Protection Regulation.
- 17.4.** NexCon.io does not under any circumstances incur any losses in the form of operating losses, loss of profit, loss of savings, loss of goodwill or similar losses, regardless of whether NexCon.io was aware of the risk of such losses.
- 17.5.** NexCon.io's liability to the Customer, regardless of the cause of the damage, may never exceed the lower of the following amount; (i) the last six months payment from the Customer, or (ii) DKK 30,000.
- 17.6.** The Customer shall indemnify NexCon.io for all claims to the extent that NexCon.io is liable to any third party for any damage or loss which NexCon.io will not be liable to the Customer, including any damage resulting from the Customer's circumstances.
- 17.7.** NexCon.io disclaims any responsibility for any loss incurred by the operators of the Services, e.g. telecommunications operator, regarding the cancellation of numbers, services related to virtual mobile numbers, including any numbers provided via SIM-card, or other services provided by operators. It is also the Customer's responsibility that the use of the Services, e.g. SIM-cards and data, at all times comply with its terms and any closure as a result of any breach thereof is not reimbursed by NexCon.io.

18. Marketing

- 18.1.** NexCon.io is entitled to use the Customer as a reference in its marketing, including a description of a possible project and with a link to NexCon.io and the Client's website. To this end, NexCon.io is entitled to use the Customer's business characteristics and trademarks to the extent necessary, however, so that the use does not occur in a harmful manner to the Customer. The customer may opt out of being used for reference by sending a request to hi@nexcon.io.

19. Force majeure etc.

- 19.1.** NexCon.io is not liable to the Customer in the event of circumstances that impede or delay the performance of NexCon.io's obligations, which NexCon.io does not have any control over. Such circumstances may include: war, mobilization, riots and riots, terrorist attacks, natural disasters, strikes and lockouts, or, viruses, hacking, spamming, crashes or other abnormal strain on the IT systems or telecommunications networks used by NexCon.io, public authorities and rights holders, or other circumstances over which NexCon.io does not have direct control. If one or more of the aforementioned circumstances occurs, NexCon.io is entitled to postpone the delivery of its Services or to cancel the agreement with the Customer without liability.

20. Transfer

- 20.1.** The Customer is not entitled to transfer the access to NexCon.io to any third party without the prior written consent of NexCon.io.
- 20.2.** NexCon.io is entitled to transfer NexCon.io with associated agreements, data and content if the transfer occurs in connection with a business transfer or similar circumstances.

21. Changes to the Terms

- 21.1.** NexCon.io may change these terms, in whole or in part, with one day's notice.

22. Applicable law and court venue

- 22.1.** Any dispute between the parties must be dealt with under Danish law with the Copenhagen Ct as the proper venue, or the Court in Odense. The rule of law does not include Danish private international law or other rules that lead to the application of anything other than Danish law. Regardless of the foregoing, NexCon.io is entitled to bring an action, including for noity Court-payment, before the court of the jurisdiction in which the Customer operates.



THANK YOU FOR YOUR INTEREST

If in any way you are unsure about anything,
then please don't hesitate to contact us.
We are always ready to help.

Contact us here:
hi@nexcon.io



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