

TERMS AND CONDITIONS

SWIFT 25.0 APP

Last updated september 25th, 2023

This Privacy notice for Met One Instruments (“we”, “us” or “our”) describes :

1) How and why we might use your information when you use our services (“Services”), such as when you:

- Download and use our mobile application (Swift 25.0 App),
- Engage with us in other related ways including any sales, marketing or events.

2) Questions or concerns? Reading this privacy policy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at legal@acoem.com.

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I. GENERAL CONDITIONS OF USE

ARTICLE 1: LEGAL INFORMATION

You are currently connected to the Swift 25.0 application (hereinafter the “App”), belonging to:

Met One Instruments

1600 NW Washington Blvd
Grants Pass, OR 97256
United States

Simplified stock company (SAS) with registered capital of €7,331,298 – Lyon Trade and Companies
Register No. 409 869 708 – VAT No.: FR 82 409 869 708

ARTICLE 2: PURPOSE

The general conditions of use govern the use of the App by all users. Only these general conditions of use shall apply, even if the contrary is stated elsewhere.

If Met One Instruments chooses not to apply any provisions within these general conditions of use, this may not be interpreted as a waiver of its right.

In particular, these conditions define the circumstances under which users may:

- Access and browse the App

Met One Instruments reserves the right to amend these general conditions of use at any time. Any updated versions are applicable as soon as they are placed online. Therefore, Met One Instruments invites App users to review the general conditions of use on a regular basis.

ARTICLE 3: PRESENTATION OF THE APP AND ITS OPERATION

The purpose of the App is The Swift 25.0 Mobile App is to read the data from the instrument and display it on the app, connecting to a Met One/Acoem Swift 25.0 Flow Meter via Bluetooth.

It is not an e-commerce site and, therefore, users cannot make purchases directly from Met One Instruments products or services via the App.

The App does not require the creation of a user account.

ARTICLE 4: LINKS TO OTHER SITES

Any links to other sites are established in agreement with the sites in question at the given moment based on our knowledge of those sites. Met One Instruments may not be held responsible for the contents of these sites or the use made of them by users.

ARTICLE 5: APP MANAGEMENT / LIABILITY

Met One Instruments employs its best efforts to provide App users with verified information and available tools. Nevertheless, Met One Instruments may not be held liable in the event of erroneous information, the unavailability of the App or any of its features, or the presence of viruses on the App.

Met One Instruments reserves the right to delete or modify the App, or render it temporarily unavailable, at any time and without notice.

Met One Instruments may not be held liable:

- In the event of technical problems or failure of any kind, or the incompatibility of the App with any hardware or software.
- In the event of damage, whether direct or indirect, material or immaterial, foreseeable or unforeseeable, resulting from use of the App or from difficulties in using the App.

However, users are responsible:

- For the use that they make of the App
- For the protection of their equipment and data.

ARTICLE 6: CONTACT DETAILS

For any questions or information requests relating to the App or to signal any potentially illegal App content or activity, users can contact Met One Instruments by email at service.moi@acoem.com or by registered letter sent to the address below:

Met One Instruments

1600 NW Washington Blvd
Grants Pass, OR 97256
United States

Any queries sent to this address in relation to a current order, warranties or after-sales service will not be answered.

ARTICLE 7: ACCEPTANCE OF GENERAL CONDITIONS OF USE

By browsing and, more generally, using the App, users are deemed to have accepted these general conditions of use in full.

ARTICLE 8: CONFIDENTIALITY POLICY

Users' personal data is processed in accordance with the principles set out in our confidentiality policy, which users are invited to read about in the second part of this document.

ARTICLE 9: INTELLECTUAL PROPERTY

The App and its contents are protected by the applicable copyright and intellectual property legislation.

The App, its domain name and its contents are the property of Met One Instruments.

Met One Instruments grants the customer licence to use the App, for personal use only. It is strictly prohibited for any natural person or legal entity to extract, copy, reproduce, modify, transcribe and/or reuse in any way whatsoever any of the App content, in whole or in part, without the prior and express authorization of Met One Instruments. The creation or use of hypertext links to one or more pages of the site or to any of its content is also prohibited.

ARTICLE 10: LANGUAGE

Any translations of these general conditions of use that may be provided to users are for information only. In all circumstances, the English version shall prevail.

ARTICLE 11: APPLICABLE LAW / JURISDICTION

These general conditions of use are governed by Oregon State law.

In the event of a dispute, the competent Court of the State of Oregon has sole jurisdiction, including in the event of summary proceedings, warranty appeals or plurality of defenders.

II. PRIVACY POLICY

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1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In short : We collect personal information that you provide to us.

By using the Met One Instruments app, you will be asked about your consent to enable the app to locate you geographically, and also for using the Bluetooth device. The only personal information that we collect from you is your geographic location that you voluntarily provide to us when using the app, by giving us your content. when you participate in activities on the Services, or otherwise when you contact us.

Personal Information Provided by you. The personal information that we collect may include the following:

- Geolocation

Sensitive Information: We do not process Sensitive Information.

Application Data: If you use our application, we also may collect the following information if you choose to provide us access or permission.

- **Geolocation Information**: We may request access or permission to track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide certain location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- **Mobile Device Access**: We may request access or permission to certain features from your mobile device, including your mobile device's Bluetooth, and other features. If you wish to change our access or permissions, you may do so in your device's settings.

2. HOW DO WE PROCESS YOUR INFORMATION?

We do not store or process any of the personal information you provide us in the app.

3. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

We do not share your personal information with third parties.

4. HOW LONG DO WE KEEP YOUR INFORMATION?

As soon as you are shutting down/closing the app, the Bluetooth wireless link between your phone and the Met One Instruments Swift 25.0 App stops working, as for the geolocation. The geolocation data is not saved in the app. All functionality and data viewed is streamed from the Bluetooth device (Swift 25.0). Once a device is disconnected all the streamed data will be lost.

5. HOW DO WE KEEP YOUR INFORMATION SAFE?

We have implemented appropriate and reasonable technical and organisational security measures designed to protect the security of any personal information you allow us access by giving your consent. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

6. DO WE COLLECT INFORMATION FROM MINORS?

We do not knowingly solicit data from or market to children under eighteen (18) years of age. By using the Services, you represent that you are at least eighteen (18) years old or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than eighteen (18) years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our

records. If you become aware of any data we may have collected from children under age 18, please contact us at legal@acoem.com

7. WHAT ARE YOUR RIGHTS?

If you are located in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your Member State Data Protection Authority, or UK Data Protection Authority.

If you are located in Switzerland, you may contact the Federal Data Protection and Information Commissioner.

For any question or comment about your privacy rights, please contact us at legal@acoem.com

8. DO UNITED STATES RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

California Residents

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are in California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the information provided below and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

Connecticut Residents

This section applies to Connecticut residents. Under the Connecticut Data Privacy Act (CTDPA), you have the rights listed below. However, these rights are not absolute, and in certain cases we may decline your request as permitted by law.

- Right to be informed whether or not we are processing your personal data
- Right to access your personal data
- Right to correct inaccuracies in your personal data
- Right to request deletion of your personal data
- Right to obtain a copy of the personal data you previously shared with us
- Right to opt out of the processing of your personal data if it is used from targeted advertising, the sale of personal data, or profiling in furtherance of decisions that product legal or similarly significant effects (“profiling”)

To submit a request to exercise these rights described above, please email legal@acoem.com.

If we decline to take action regarding your request and you wish to appeal our decision, please email us at legal@acoem.com. Within sixty (60) days of receipt of an appeal, we will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions.

What categories of personal information do we collect?

Category	Examples	Collected
Identifiers	Contact details, such as real names, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, internet protocol access, ...	NO
Protected classification characteristics under state or federal law	Gender and date of birth	NO
Commercial Information	Transaction information, purchase history, financial details, and payment information	NO
Biometric Information	Fingerprints and voiceprints	NO
Internet or other similar network activity	Browsing history, search history, online behaviour, interest data, and interactions with our and other websites, applications, systems and advertisements	NO
Geolocation data	Device location	YES
Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, videos or call recordings created in connection with our business activities	NO
Professional or employment	Business contact details in order to provide you our Services	NO
Education Information	Students records or directory information	NO

Inferences drawn from collected information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	NO
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How do we use and share your personal information?

Learn about how we use your personal information in the section HOW DO WE PROCESS YOUR INFORMATION?

More Information about our data collection and sharing practices can be found in this privacy notice.

Will your information be shared with anyone else?

We may disclose your personal information with our services providers pursuant to a written contract between us and each service provider. Learn more about who we disclose personal information to in the section "WHEN AND WHOM DO WE SHARE YOUR PERSONAL INFORMATION".

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" your personal information.

We have not disclosed, sold or shared any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. We will not sell or share personal information in the future belonging to website visitors, users, and other consumers.

10. DO WE MAKE UPDATES TO THIS NOTICE?

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

11. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at legal@acoem.com or contact us by post at:

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