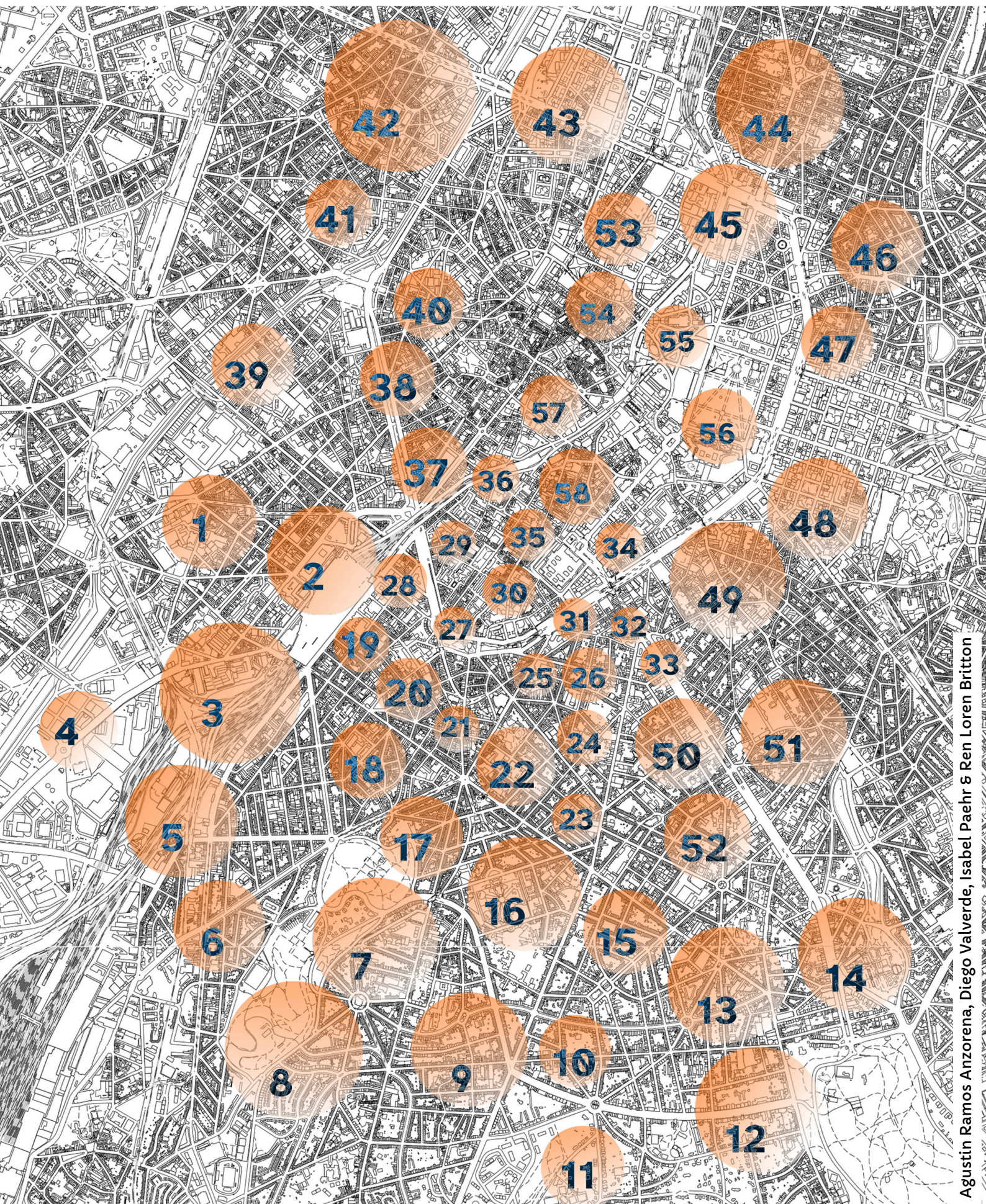


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19 SENSOLUS' <NOUN> is limited to the mandatory <NOUN> <VERB> by law, and to: – For the Hardware: the invoice <NOUN> of the Hardware. SENSOLUS shall <VERB> (at its sole discretion) to either (i) <VERB> or repair the Hardware, or (ii) credit a pro rata part of the invoice <NOUN> of the Hardware. – For the Subscriptions: the invoice value of the Subscriptions <VERB> by SENSOLUS to the Customer as <NOUN> of the Agreement during the twelve (12) <NOUN> period <VERB> the date on which the applicable <NOUN> claim <VERB>. – For the Services: the applicable <NOUN> <VERB> in the <NOUN> Form.

20 Agreement: the collective term for all <NOUN> related to the Solution, applicable between the Customer and SENSOLUS. The Agreement <VERB> of both (i) the <NOUN> (signed or otherwise accepted by the Customer), and (ii) these Terms.

21 SENSOLUS retains the entire ownership of all <NOUN> delivered to the Customer for as long as the Customer has not fully paid the price, costs, interests and all other accessories related to purchase thereof.

22 SENSOLUS shall <VERB> and examine the <NOUN> and investigate the complaint within ten (10) Business Days. The cost of such examinations shall be payable by SENSOLUS only to the extent the claim of the defect is found to be <NOUN>.

23 The Subscription can include the use of <NOUN>, if specified in the Agreement.

24 SENSOLUS cannot be held liable for, nor does it warrant defects caused by: <NOUN>, <VERB> <NOUN> or <NOUN>.

25 Cases of force majeure or <NOUN> give SENSOLUS the <NOUN> to temporarily <VERB> the performance of its obligations.

26 The <NOUN> cannot hold SENSOLUS liable for any <VERB> within the meaning of this article and shall not have any <VERB> against SENSOLUS for its discontinuation of the supply of Hardware previously sold by SENSOLUS.

27 As the <NOUN> is not under the control of SENSOLUS, it can never be responsible for any <NOUN> or <NOUN> in this regard.

28 The <VERB> are conventionally considered as cases of <NOUN> or hardship: all circumstances which <VERB> reasonably unforeseeable at the time the <NOUN> was concluded, are unavoidable, and create (i) the inability on the part of SENSOLUS to carry out the <NOUN>, or (ii) <VERB> the implementation of the Agreement harder or more difficult than normally anticipated.

29 If there has been an express written <VERB> of a right following a specific failure by SENSOLUS, this waiver cannot be <VERB> by the Customer in favor of a new failure, similar to the prior one, or in favor of any other kind of failure.

30 All <NOUN> (<VERB> but not limited to all <NOUN> of financial, commercial, legal, fiscal, social, technical and organizational nature, business and trade secrets, business partner, customer and supplier data, employee data, personal data, programs, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), processes, schematics, testing procedures, software design and architecture, design and function specifications) disclosed by one party to the other party prior to <VERB> into an <NOUN> as well as during the <NOUN> shall be considered confidential and be <VERB> with the utmost secrecy.

31 Except as expressly set forth herein, <NOUN> in these Terms or the relationship between parties <VERB> grant to the other party any rights to or interest in the confidential information, and no <VERB> licenses are granted.

32 In such event, SENSOLUS acts as <VERB>.

1 If the Customer fails to <VERB> in full any <NOUN> by the due date, then (without previous notice of default): – the Customer shall <VERB> interest on the overdue amount at the rate of 1% per month, to be <VERB> at the start of each month; and – the Customer shall <VERB> SENSOLUS 5 percent of the outstanding balance, with a <NOUN> amount of 250,00 EUR for <NOUN> associated with a.o. the <VERB> of the amounts due and with the adverse consequence on SENSOLUS' <NOUN> flow, as <NOUN> damages.

2 However, SENSOLUS does not guarantee a certain <NOUN>.

3 SENSOLUS delivers <NOUN> to the Customer as described in the Agreement.

4 If the Customer has not complied with a <NOUN> condition or other obligation, SENSOLUS is entitled to suspend or postpone its obligations in connection to any active Agreement between the parties.

5 The Customer must <VERB> (i) the conformity of the Hardware with <NOUN>, and (ii) the proper functioning of the Hardware, upon delivery.

6 If the Hardware presents <NOUN>, the Customer must immediately (and no later than seven (7) Business Days after the delivery) <VERB> the non-conformity and/or visible defect – at the risk of <NOUN> – by email, to the address: support@sensolus.com.

7 A regularly <NOUN> is available on the Platform and/or the Website.

8 By <VERB> the Hardware, the Subscriptions and/or Services, the Customer <VERB> to electronic invoicing by SENSOLUS.

9 Nonetheless, SENSOLUS <VERB> to inform the Customer on the aforementioned characteristics of the <NOUN> before the Agreement is concluded.

10 SENSOLUS provides different additional <NOUN> to the Customer upon request, such as but not limited to <NOUN>, <NOUN>, <NOUN>, etc. The specific scope, content, deadlines, etc. related to these Services will be agreed upon by the parties in the Order Form.

11 SENSOLUS shall not <VERB> the Customer nor award the Customer with any compensation and/or credits when the access and/or use of the Subscription is lowered or halted by the Customer during the Term.

12 SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Damage caused by force majeure or <NOUN> in accordance with the provisions of <NOUN> 16.

13 The Subscription is <VERB> (and the Term starts) on the date the Hardware is invoiced, unless <NOUN> agreed upon.

14 SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Incidental, special, consequential, exemplary or punitive damages, such as but not limited to loss of <NOUN>, <NOUN>, <NOUN>, <NOUN> or <VERB> savings or loss of goodwill.

15 SENSOLUS performs maintenance activities and <VERB> <NOUN> of the Platform on a regular basis. SENSOLUS strives to minimize the impact on the availability of the Platform.

16 The Customer is obligated to <VERB>, prior to concluding an Agreement, whether the <NOUN> is available in the countries where it intends to use the Solution.

17 The Customer must inform SENSOLUS of any hidden <NOUN> by email to the address <VERB>@sensolus.com no later than fourteen (14) Business Days after it has/should have been detected, and in any case within twelve (12) months upon delivery, at the risk of forfeiture.

18 Late, incomplete or non-payment of one expired <NOUN> will cause all other <NOUN>, for which a particular instalment term has been agreed on, to <VERB> immediately <VERB>, without previous notice of default.

33	In the event the <NOUN> cannot agree with a change in the offer of the Terms or the Solution and the change entails a significant disadvantage for the Customer during the Term or the tacitly renewed Term, it is allowed to <VERB> the <VERB> within 30 calendar days after being notified thereof by SENSOLUS.	
34	The <VERB> by SENSOLUS of personal data of the (potential) <NOUN> and/or its personnel/staff shall take place in accordance with the provisions of SENSOLUS' privacy declaration, to be found on the <NOUN>.	52
35	This confidentiality obligation <VERB>, however, in no <NOUN> imply that SENSOLUS shall not be entitled to <NOUN> and/or <VERB> any ideas, input, feedback received from the Customer, which may serve to improve and/or <VERB> the Solution.	53
36	The <NOUN> shall not alter, remove or tamper with the brands, trademarks, or other means of identification on the Solution.	54
37	In case of <VERB> of the obligations, SENSOLUS is <VERB> to claim full compensation for all damage caused by the <NOUN>.	54
38	<NOUN> are as stated in the Order Form. <NOUN> confirmed by SENSOLUS for one order are not binding for subsequent orders, unless it concerns orders within a larger <NOUN> agreement.	55
39	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Damage caused by the further <NOUN> or application by the <NOUN> after a problem has been <VERB>.	56
40	The Term shall <VERB> be renewed for one year, unless either party gives notice of <NOUN> to the other party at the latest one month before the end of the Term.	57
41	Articles 15, 17 and 18 shall survive the <VERB> of the Agreement and continue in full force and effect.	58
42	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Damage <VERB> by incorrect, unreliable, incomplete or late <NOUN> from the <NOUN> with regard to the data, objectives, specifications, features, applications, etc.	
43	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Defects that are <VERB> directly or indirectly by an act of the <NOUN> or a third party, regardless of whether they were <VERB> by a fault, negligence or carelessness (e.g. improper installation);	
44	<NOUN> <VERB> hold SENSOLUS harmless against all claims from third parties arising from the incorrect or unlawful use of the Solution.	
45	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Damage <VERB> from the <NOUN> in devices or infrastructure <VERB> to the Customer.	
46	<NOUN> alone <VERB> the responsibility for the use made of the Solution by its <NOUN>, <VERB> but not limited to the proper and legal use of Hardware and the Platform, the use of information <VERB> by the <NOUN> and the analysis generated by the Solution in general.	
47	SENSOLUS' <NOUN> <VERB> always be <VERB> in the light of the best efforts obligation to which SENSOLUS has <VERB>.	
48	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: Damage to, <NOUN> or theft of the Assets to which <NOUN> is attached.	
49	SENSOLUS' invoices are <VERB> to SENSOLUS' designated <NOUN> account at the latest on the due date indicated on the Order Form or in the relevant <NOUN>.	
50	The Customer is entitled to <VERB> and use the Platform in accordance with the applicable <NOUN> type (cfr. Article 7.1), the Acceptable Use Policy and/or Data Processing Terms.	
51	Invoices that are not <VERB> by registered letter and/or via email to support@sensolus.com within eight (8) days after their <VERB> will be considered to have been fully accepted.	
52	The Platform of SENSOLUS is provided to the Customer "AS-IS". In the event of problems with the <NOUN> of the Platform, SENSOLUS undertakes its best effort to <VERB> such issue as soon as reasonably possible without giving any guarantee.	
53	SENSOLUS cannot <VERB> any <NOUN> from the Customer for indemnification for: <NOUN> or performance of the <NOUN>. Network quality and availability are <VERB> by <NOUN> out of SENSOLUS' control, such as atmospheric conditions, physical <NOUN>, <NOUN>, <NOUN> interference, etc.	
54	SENSOLUS shall never be <VERB> to refund the Customer any <NOUN> if the Customer terminates the Agreement during the Term.	
55	The Agreement may be <VERB> if an <NOUN> event occurs, i.e. a party ceases to pay its debts or ceases its activities, files for <NOUN>, liquidation of the legal entity or enters proceedings in receivership or judicial composition proceedings.	
56	Either party may <VERB> the Agreement per registered mail for material <NOUN>, <VERB> and without definitive <NOUN> decision if the other party has committed a material breach and fails to remedy such breach within fifteen (15) days of written <NOUN> of default by the claiming party.	
57	Any complaints concerning SENSOLUS' Solution shall only <VERB> if submitted to SENSOLUS in writing within a period of five (5) Business Days following the discovery of the <NOUN> by the Customer. Complaints shall always be submitted to SENSOLUS by e-mail to the address support@sensolus.com, containing a detailed justification of the complaint.	
58	In the event of the cancellation of the Agreement by the Customer (without this being due to a shortcoming of SENSOLUS), SENSOLUS <VERB> the right to charge the <NOUN>, Subscriptions and Services already provided (incl. <NOUN>). The aforementioned <NOUN> are increased with lump sum damages amounting to 10 percent of the total value of fees (excl. VAT) of the cancelled Agreement, with a minimum of €250, and such without prejudice to SENSOLUS' right to compensation for higher proven damage. The same applies when SENSOLUS <VERB> the Agreement because of shortcomings of the Customer (without prejudice to other <NOUN>).	