

# **SOARVO**

## **TERMS OF USE**

**Last Updated: January 9 2026**

This SAAS Agreement is entered into by and between K-Matic Ireland Limited, trading as Soarvo (“Soarvo”), a company organised under the laws of Ireland with its principal place of business at Unit B7, Riverview Business Park, Nangor Road, Dublin 12, Ireland, company registration number 721654, and VAT number IE 4025473WH and you, the Customer and your Authorised Users.

The effective date of this Agreement is the date on which you click to accept these Terms and use the Platform. Soarvo and the Customer agree to be bound by the following terms and conditions in connection with the services provided under this Agreement.

### **1. Scope of the Agreement**

These terms and conditions (“Terms”) govern your access to and use of Soarvo’s cloud-based platform and any other related offerings (collectively, the “Platform”) by you, the Customer (you, your or user), and by any Authorised User, . By using the Platform, you accept these Terms on your own behalf or on behalf of the legal entity that you represent. If you lack authority to accept these Terms on behalf of your company or organisation, or if you disagree with any part of these Terms, you must not accept these Terms and may not use the Platform.

### **2. Binding Nature of These Terms**

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT FOR THE CUSTOMER, WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION, FREE TRIAL, OR BETA ACCESS TO THE PLATFORM.

By clicking an acceptance button, accessing the Platform, or otherwise using the Platform, you agree to be bound by these Terms, which also incorporate our Mobile App EULA, any Fair Usage Policy, and any Data Processing Agreement. These Terms apply unless you have a separate, written agreement that expressly covers the use of the Platform.

### **3. Definitions**

**“Authorised User”** means any employee, consultant, contractor, agent, and/or customer, authorised to access and use the Platform on behalf of your business, subject to such Authorised User’s agreement to be bound by these Terms.

**“Beta Product”** means any product, service, or functionality provided as part of the Platform and designated as “beta” or “pilot version,” which may exhibit errors or other inconsistencies.

**“Customer”** refers to the individual, company, or legal entity/body that enters into this agreement to access and use the Soarvo Platform.

**“Data Protection Agreement”**. The separate agreement concerning data privacy and protection requirements, attached as Appendix B and incorporated herein by reference. This DPA addresses compliance with the European Union General Data Protection Regulation (“GDPR”), the UK GDPR (as defined by the UK Data Protection Act 2018), Ireland’s data protection legislation, and other relevant data protection laws.

**“Documentation”** means the technical documentation describing the Platform’s features and functionality, which may be in electronic or hard copy form.

**“GDPR”** refers to the General Data Protection Regulation, Regulation (EU) 2016/679, and where applicable, the UK GDPR as defined in and supplemented by the Data Protection Act 2018, together with all relevant implementing legislation in Ireland and the United Kingdom.

**“Logos”** means trade names, logos, and other trademarks or service marks.. **“Mobile App”** means any software application that we provide, directly or through a third-party platform (such as the Apple App Store or Google Play Store), for installation on a compatible mobile device. This application allows you to access or interact with our Services on smartphones, tablets, or other portable devices and may include updates, upgrades, or new versions provided by us. The terms of use of the Mobile App are set out in the Mobile App EULA in Appendix A. **“Personal Information”** means any data that can be used to identify an individual, as described in our Privacy Policy, including but not limited to such data processed under the EU GDPR, the UK GDPR, and applicable data protection legislation in Ireland and the UK.

**“Platform”** means our offerings, including the cloud-based software, mobile application, and any other cloud-based or related solutions we develop, operate, and maintain (together with any third-party service providers), whether on a trial or paid basis.

**“Profile”** means any registration or login identity created by the Customer or any Authorised User to access the Platform.

**“Privacy Policy”** The separate policy concerning data privacy requirements, attached as Appendix C and incorporated herein by reference. This Privacy Policy addresses compliance with the European Union General Data Protection Regulation (“GDPR”), the UK GDPR (as defined by the UK Data Protection Act 2018), Ireland’s data protection legislation, and other relevant data protection laws.

**“Subscription Plan”** the plan you have chosen, subscription fees, functionality, and options depend on the plan selected.

**“User Content”** means geospatial data, video, communications, CCTV, photos, monitor data or other data collected, shared and stored within the Platform by you or an Authorised User, which may include Personal Information.

**“User Data”** means any information, content, or data that you or your authorised devices transmit, upload, or otherwise make available to or through the Platform, as well as any information generated, collected, or derived from your use of the Platform. Without limiting the generality of the foregoing, “User Data” includes:

1. **Account Information:** Personal identifiers (e.g., name, email, username, company name), authentication credentials (e.g., passwords, tokens), and any other details you provide during registration or while maintaining your account;
2. **Device and IoT Data:** Any signals, measurements, or outputs from sensors, devices, vehicles, wearables, or other Internet of Things equipment linked to your account, including metadata such as firmware versions, device statuses, and usage patterns;
3. **Geospatial and Non Geospatial Data:** Location data (such as GPS coordinates, addresses, routes), geofencing data, or other spatial attributes that identify or approximate your (or your devices’) geographical position over time;
4. **Usage and Activity Logs:** Records of interactions with the Platform, including actions taken, pages or services accessed, timestamps, and other related metadata captured in connection with your account or devices;
5. **Derived or Analytical Data:** Any insights, metrics, or analyses generated from your data (such as aggregated statistics, predictive insights, or reports) that are linked, directly or indirectly, to your account or devices.

**“Term”** means the length of time you are authorised to use the Platform as specified in these Terms.

**“Open Source Software and Third Party Components”** means open source software and third party components incorporated in the Platform as set out in Appendix D as amended from time to time.

## **4. Use of the Platform; Fair Usage Policy; Restrictions**

### **4.1 Use of the Platform**

We grant you a limited, non-exclusive, non-transferable right to use the Platform and the Documentation for your internal business purposes during the Term, and to permit your Authorised Users to access and use the Platform in accordance with these Terms. Each Authorised User must create a Profile associated with a valid email address (or other designated credentials).

### **4.2 Our Obligations**

We will make the Platform and your User Content available in accordance with these Terms. We will also provide standard support for the Platform at no additional charge, as outlined in our Documentation or on our website. We will use commercially reasonable efforts to ensure that the Platform is available 24/7, except during:

1. Planned downtime for maintenance and upgrades;
2. Unavailability caused by events beyond our reasonable control (e.g., force majeure, internet failures, etc.).

### **4.3 Fair Usage Policy**

We will adopt a fair usage policy (“Fair Usage Policy”) to ensure all Customers use the Platform in a manner that does not impair its performance for others. If we determine that your usage significantly exceeds that of the average Customer or otherwise burdens our systems, we reserve the right to require you to upgrade or purchase additional resources, or otherwise take measures in accordance with this Fair Usage Policy.

### **4.4 Restrictions**

In using the Platform, you agree not to:

- 4.4.1 Sell, resell, rent, distribute, or commercially exploit the Platform beyond what is expressly authorised in these Terms;
- 4.4.2 Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Platform;
- 4.4.3 Modify, translate, or create derivative works based on the Platform, except to the extent expressly permitted by us;
- 4.4.5 Upload or distribute files that contain viruses or other malicious software that may damage the operation of the Platform;
- 4.4.6 Probe, scan, or test the vulnerability of the Platform or circumvent any security mechanisms;
- 4.4.7 Maliciously reduce or impair the accessibility of the Platform;

4.4.8 Post or transmit unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable content via the Platform;

4.4.9 Transmit or post material that encourages conduct that could constitute a criminal offense or give rise to civil liability;

4.4.10 Access the Platform for competitive research or benchmarking.

#### **4.5 Additional Obligations**

Your use of the Platform must comply with any applicable terms of use or similar policies posted on our website. You must comply with all local and international laws and regulations in connection with your use of the Platform and abide by all applicable policies and procedures of networks connected to it.

#### **4.6 Technical Support**

For the duration of your subscription, you may access our user guides, FAQs, self-help tools, and any additional standard support resources. We reserve the right to modify our support resources at our discretion.

### **5. Changes to the Platform**

We may, at our discretion, enhance or modify the Platform features, including updating or modifying Open Source Software components, provided that we do not materially reduce its core functionality without notice. We will place a notification on our website of any material changes or discontinuation of features that may impact your usage of the Platform.

### **6. Software License; Restrictions**

You may be required to download and install our mobile application to utilise your Subscription Plan. Subject to these Terms and the Mobile Application EULA in Appendix A, we grant you a limited, personal, non-exclusive, non-sublicensable, and non-transferable license to use the Mobile Application. Once your right to use the Platform ends, you must cease using and uninstall the Mobile Application.

### **7. Payment Terms**

#### **7.1 Subscription Plan**

Subscription fees are due for payment at the time of initial subscription and on the date of any renewals. We do not guarantee that a certain Subscription Plan will always be available and reserve the right to alter pricing or features without notice.

## **7.2 No Refunds**

You will pay all fees associated with your chosen Subscription Plan and any additional upgrade fees, and such payments are non-refundable except as expressly stated in these Terms.

## **7.3 Recurring Billing**

When you sign up for a Subscription Plan, you authorise us or our payment processor to charge your provided payment method (including credit card) on a recurring basis (e.g., monthly or annually) for:

1. Subscription fees (including any additional upgrades);
2. Any applicable taxes; and
3. Any additional charges you incur in connection with your use of the Platform.

## **7.4 Late Fees and Collections**

If we do not receive payment from your designated payment method, you must promptly pay all amounts due. Any overdue amount may incur interest at 1.5% per month (or the maximum rate permitted by law), and you agree to reimburse us for any expenses incurred in collecting overdue amounts.

## **7.5 Invoices and Disputes**

We may issue invoices or statements in a format of our choosing. We reserve the right to correct errors or mistakes, even if we have issued an invoice or received payment. You agree to notify us about any billing discrepancies within 30 days of the date on the invoice.

## **7.6 Taxes**

You are responsible for any taxes, duties, or levies (excluding taxes on our net income) imposed by any governmental authority relating to your Subscription Plan or use of the Platform.

## **8. Temporary Suspension**

We may suspend your (or an Authorised User's) access to the Platform immediately if:

1. We determine such use poses a security or liability risk;
2. You or an Authorised User violates these Terms;
3. Your payment obligations are overdue; or
4. You have ceased normal business operations or become subject to bankruptcy or similar proceedings.

During any suspension, you remain responsible for fees accrued, and no service credits will apply.

In the event your payment is overdue, your User Data will be deleted within two (2) days.

## **9. Trial Accounts**

If you register for a free trial, we will make the Platform available on a trial basis until the earlier of (a) expiration of the trial period, (b) the start date of any paid subscription, or (c) termination of the trial by us. Any User Data you enter or configure during the trial may be lost unless you purchase a subscription or export such User Data before the trial ends.

## **10. Beta Product**

We may offer Beta Products at no charge for evaluation. Beta Products are not considered part of the generally released Platform; they may be subject to different or additional terms, may be discontinued at any time, and are provided on an “as is” basis without any warranty.

## **11. Intellectual Property Rights**

### **11.1 Your User Content**

Except as otherwise stated, we do not claim ownership of your User Data. You grant us and our service providers a right to use, reproduce, process, store, and display your User Data solely to provide the Platform and related support.

### **11.2 Our Intellectual Property**

We and our licensors retain all right, title, and interest in and to the Platform, Software, Mobile App, and all related intellectual property rights. No rights are granted to you other than those expressly stated in these Terms. Any feedback or suggestions “Feedback” you provide may be used by us without restriction or obligation. You grant Soarvo a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, modify, and incorporate the Feedback into any of Soarvo’s current or future products, services, or documentation.

### **11.3 Open Source and Third-Party Components**

The Platform incorporates open source software and third-party components, including but not limited to Cesium, Google Maps, Bing Maps, and Ordnance Survey maps (collectively, “Third-Party Components”). Your use of the Platform is subject to the terms and conditions of the licenses governing these Third-Party Components, including any

attribution requirements, restrictions on data use, and compliance with their respective privacy policies.

## **12. Confidentiality**

### **12.1 Definition**

“Confidential Information” means information disclosed by one party to the other that is marked as confidential, or that a reasonable person should understand to be confidential given the context. These Terms, as well as any User Content, are deemed Confidential Information. Confidential Information does not include information that (a) is publicly available without breach of these Terms, (b) was lawfully known before disclosure, (c) is disclosed by a third party without restriction, or (d) is independently developed by the receiving party without reference to the disclosing party’s information.

### **12.2 Protection**

Each party agrees to protect the other party’s Confidential Information at least as rigorously as it protects its own, but no less than a reasonable standard of care. Confidential Information may only be disclosed to employees and subcontractors who have a need to know and who are bound by confidentiality obligations.

## **13. Term; Automatic Renewal; Termination**

### **13.1 Initial Term; Automatic Renewal**

Unless otherwise specified in an order form, your initial subscription term starts on the date you sign up. At the end of the initial subscription term, your subscription will automatically renew for successive renewal periods of the same duration, unless either party provides written notice of non-renewal at least 60 days prior to the end of the then-current term. As a courtesy, we will send a renewal reminder at least 90 days before your renewal date; however, we are not liable if the notification is not received (e.g., due to spam filters or an outdated email address).

### **13.2 Termination by the Company**

Only we (the Company) may terminate these Terms by providing you with at least seven (7) days’ prior written notice. In addition, we may elect to terminate these Terms immediately upon notice if you are in material breach of these Terms and fail to cure within a reasonable period (if curable), or if one of the grounds for suspension under Section 8 applies.

### **13.3 Effect of Termination**

Upon termination:

1. All fees due as of the termination date shall be immediately payable;

2. You must cease using the Platform and return or destroy all our Confidential Information upon request; and
3. We will allow you a grace period of up to two (2) days to download any of your User Content remaining on the Platform, after which we may permanently delete such User Content.

Sections intended by their nature to survive termination (e.g., confidentiality, indemnification, intellectual property, and limitation of liability) shall remain in effect.

## **14. Warranties and Disclaimers**

### **14.1 Our Warranties**

WE REPRESENT THAT WE HAVE THE LEGAL RIGHT TO ENTER INTO THESE TERMS. WE WILL USE REASONABLE EFFORTS TO MAINTAIN THE PLATFORM IN A MANNER THAT MINIMISES ERRORS AND INTERRUPTIONS. HOWEVER, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE PLATFORM WILL PERFORM ERROR FREE OR UNINTERRUPTED OR THAT WE WILL CORRECT ALL PLATFORM ERRORS. WE MAKE NO WARRANTIES RELATING TO THE PLATFORM AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE CLOUD AND THE INTERNET, AND THAT THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY US (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER SOARVO NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR ERROR FREE, NOR SHALL SOARVO NOR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORISED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER OR ANY USER’S DATA, FILES, OR PROGRAMS. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### **14.2 Your Warranties**

You represent that you have the legal authority to enter into these Terms and that your

User Content, and your use of the Platform, does not violate any applicable laws or infringe upon the rights of any third party.

## **15. Limitation of Liability**

### **15.1**

NOTHING IN THIS AGREEMENT EXCLUDES EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY LIABILITIES THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### **15.2**

SUBJECT TO SECTION 15.1, SOARVO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS, PROFITS, DATA, OR USE OF ANY SERVICE; LOSS CAUSED OR CONTRIBUTED BY ANY EMPLOYEE, AGENT, CONTRACTOR, OR REPRESENTATIVE OF SOARVO; LOSS CAUSED AS A RESULT OF THE SERVICES BEING UNAVAILABLE CAUSED BY ANY EVENT OR CIRCUMSTANCE OUTSIDE OF SOARVO'S CONTROL; OR LOSS CAUSED BY THE FAILURE OR DELAY OF ANY THIRD-PARTY APPLICATION OR SERVICE OR NETWORK; INCURRED BY THE CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE OR STATUTORY DUTY), EVEN IF FORESEEABLE OR SOARVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOARVO'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE OR STATUTORY DUTY), SHALL NOT EXCEED FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

## **16. Indemnification**

### **16.1 By Us**

We will defend and indemnify you against any third-party claim alleging that the Platform infringes a valid patent, copyright, trademark, or trade secret, provided that (a) you notify us promptly, (b) we have exclusive control over the defense and settlement, and (c) you fully cooperate. If a claim of infringement occurs, we may, at our discretion and expense, procure the right for you to continue using the Platform, replace or modify the Platform, or terminate your use and refund any prepaid fees for the unused portion of your subscription term.

## **16.2 By You**

You will defend and indemnify us against any claim arising out of or relating to (a) your or your Authorised Users' use of the Platform in breach of these Terms, (b) any User Content that violates the rights of any third party or applicable law, and/or (c) your violation of any applicable law or regulation. We will give you prompt notice of any such claim, allow you to control the defense and settlement, and cooperate fully.

## **17. Export**

You agree to comply with all applicable export control laws and regulations and not to export or re-export the Platform or related technical data, directly or indirectly, to any country or individual in violation of these laws.

## **18. Choice of Law and Disputes**

These Terms and any disputes arising out of or related to these Terms or the use of the Platform shall be governed exclusively by the laws of Ireland, without regard to its conflict of law provisions. Any action related to these Terms must be brought in the courts of Ireland, and each party consents to the personal jurisdiction and venue therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

## **19. Miscellaneous**

### **19.1 Notices**

Notices may be delivered by e-mail to the designated contact addressee or by mail to the billing address email. Notices will be deemed given when the e-mail is sent.

### **19.2 Entire Agreement; Modification**

These Terms, together with all referenced documents, constitute the entire agreement between you and us and supersede any prior or contemporaneous agreements. No waiver or modification of these Terms will be valid unless in writing and signed by both parties.

### **19.3 Severability**

If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

#### **19.4 Waiver**

Any failure to enforce a provision of these Terms will not constitute a present or future waiver of that provision or limit our right to enforce that provision at a later time.

#### **19.5 Independent Contractors**

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, or agency relationship.

#### **19.6 Assignment**

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. Any attempted assignment in breach of this provision is null and void.

#### **19.7 Force Majeure**

Except for payment obligations, neither party will be liable for failure or delay in performing obligations under these Terms if caused by a force majeure event beyond that party's reasonable control (e.g., natural disasters, pandemics, wars, terrorism, labour disputes, internet disruptions, public telecommunications network failure, scheduled maintenance and unscheduled updates carried out in accordance with this agreement).

#### **19.8 Updates**

All significant updates to these Terms related to security or your obligations will be sent via email to the address we have on file, though we are not responsible if such communication is not received due to spam filters, deactivated accounts, or similar issues. Minor updates may be posted to our website.

#### **19.9 Contact Information**

If you have questions about these Terms, please contact us at the address or email provided on our website.

#### **19.10 Use of the Customer's Name and Logo in Marketing**

During the Term, you grant us a limited, non-exclusive, worldwide, royalty-free license to use and display your name, trade name, and/or logo ("Customer Marks") on our website and in our marketing materials strictly for the purpose of identifying you as a customer of Soarvo and describing your general use of the Platform. Any use of your Customer Marks shall comply with any reasonable usage guidelines you provide. You may withdraw this permission at any time by providing written notice, in which case we shall remove your Customer Marks from our website and marketing materials within a commercially reasonable period.

## Appendix A

### Soarvo Mobile Application End User License Agreement (EULA)

**Last updated: January 9 2026**

**IMPORTANT:** THIS END USER LICENSE AGREEMENT (“EULA”) FOR THE SOARVO MOBILE APPLICATION (THE “APP”) IS AN APPENDIX TO, AND FORMS PART OF, THE SOARVO SAAS TERMS OF USE (“TERMS”). BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA AND THE TERMS. IF YOU DO NOT AGREE TO THIS EULA OR THE TERMS, YOU MAY NOT DOWNLOAD, INSTALL, OR USE THE APP.

This EULA applies to users located in Ireland and the United Kingdom. In the event of any conflict or inconsistency between this EULA and the Terms, the Terms will govern unless this EULA expressly provides otherwise with respect to the App.

#### 1. License Grant and Scope

##### 1.1 Licence

Subject to your compliance with this EULA and the Terms, K-Matic Ireland Limited trading as Soarvo (“we”, “us”, or “our”) hereby grants you a non-exclusive, non-transferable, revocable, and limited licence to:

- **(a)** download, install, and use the App on your personal mobile device(s); and
- **(b)** access and use the content and services made available through the App,
- **(c) The App can only be accessed by first logging in to the Soarvo Platform**

solely for your internal business or personal use, as permitted by and in accordance with this EULA and the Terms.

##### 1.2 Restrictions

You shall not:

- **(a)** copy, reproduce, distribute, modify, or create derivative works of the App, in whole or in part, except as expressly permitted in this EULA;
- **(b)** sell, rent, lease, sublicense, assign, or otherwise transfer the App to any third party;

- **(c)** reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive the source code of the App, except to the extent that such actions are expressly permitted by applicable law;
- **(d)** remove, alter, or obscure any proprietary notices (including copyright or trademark notices) in the App;
- **(e)** use the App for any unlawful or unauthorised purpose or in violation of any applicable laws, rules, or regulations (including, without limitation, data protection and intellectual property laws);
- **(f)** interfere with or disrupt the operation or performance of the App or servers or networks connected to the App.

## **2. Ownership and Intellectual Property**

### **2.1 Soarvo's Intellectual Property**

All intellectual property rights in and to the App (including all software, code, processes, trademarks, service marks, logos, designs, text, graphics, images, data, content, and other materials incorporated in or accessible through the App) are owned by or validly licensed to Soarvo. Except for the limited licence expressly granted in Section 1, no other rights, licenses, or interests are granted or implied.

### **2.2 Open Source Software and Third-Party Components**

The App may include open-source software and third-party components subject to their respective licences. Your use of these components is governed by the terms of their respective licences, which are incorporated herein by reference. A list of such open-source software and third-party components, along with their licenses, can be found in the App's documentation or within the App itself or at Appendix D to these Terms of Us.

You agree to comply with all applicable open-source licenses and third-party agreements related to the Third Party Components used in the App. This may include, but is not limited to, requirements for attribution, redistribution, and modification as specified in each Third Party Component's licence.

### **2.3 Feedback**

If you provide any feedback, comments, or suggestions regarding the App (collectively, "Feedback"), you grant Soarvo a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, modify, and incorporate the Feedback into any of Soarvo's current or future products, services, or documentation.

### **3. User Content and Data Protection**

#### **3.1 User Content**

Any data, information, or content that you submit, upload, or transmit through the App (“User Content”) remains your responsibility. You acknowledge that you have all required permissions to submit User Content to the App. You grant Soarvo a non-exclusive, worldwide, royalty-free license to process, store, and use the User Content to the extent necessary for Soarvo to provide and improve the App or related services, and as otherwise described in the Terms or any applicable privacy policy.

#### **3.2 Data Protection**

- **(a) Compliance with Law.** Soarvo will process any personal data obtained from or about you in accordance with relevant data protection laws, including the Irish Data Protection Act 2018 (implementing the EU GDPR) and, if applicable, the UK GDPR.
- **(b) Privacy Policy.** The collection, use, storage, and disclosure of personal data in connection with the App is governed by Soarvo’s Privacy Policy, which is incorporated herein by reference. By using the App, you acknowledge that you have read and understood the Privacy Policy.

### **4. Updates and Upgrades**

#### **4.1 Updates**

Soarvo may from time to time provide updates, upgrades, bug fixes, patches, and other modifications to improve the functionality or performance of the App (“Updates”). You agree that Soarvo may install such Updates automatically as part of the App. You also agree that your access to or use of certain features of the App may require you to install the most recent version of the App or Updates, and you agree to promptly install any such Updates.

#### **4.2 Changes to the EULA**

We reserve the right to modify or update this EULA at any time. If we make material changes, we will take reasonable steps to notify you (e.g., via email, within the App, or on our website). Your continued use of the App after the effective date of any updated EULA will constitute your acceptance of the changes.

### **5. Term and Termination**

#### **5.1 Term**

This EULA is effective from the time you first download, install, or use the App until terminated in accordance with this Section 5.

## **5.2 Termination by You**

You may terminate this EULA at any time by uninstalling the App and ceasing all use of the App.

## **5.3 Termination by Soarvo**

We may terminate or suspend your license to use the App, in whole or in part, immediately and without notice, fvif:

- **(a)** you fail to comply with this EULA or the Terms;
- **(b)** we are required to do so by law; or
- **(c)** we decide to discontinue the App or any part thereof.

## **5.4 Effect of Termination**

Upon termination of this EULA for any reason:

- **(a)** all rights and licences granted to you under this EULA will cease;
- **(b)** you must immediately cease all use of the App, uninstall the App from your device(s), and destroy all copies of the App; and
- **(c)** any obligations or liabilities incurred prior to the effective date of termination will survive.

## **6. Disclaimers**

### **6.1 No Warranties**

To the maximum extent permitted by law, the App is provided “as is” and “as available” without warranties of any kind, whether express, implied, statutory, or otherwise.

Soarvo and its affiliates, licensors, and service providers expressly disclaim any and all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### **6.2 Operation and Availability**

Soarvo does not warrant that:

- **(a)** the App will be uninterrupted, secure, or error-free;
- **(b)** the App will be compatible with your device;

- **(c)** the results that may be obtained from use of the App will be accurate or reliable; or
- **(d)** any errors in the App will be corrected.

## **7. Limitation of Liability**

### **7.1 Exclusion of Certain Damages**

To the fullest extent permitted by applicable law, in no event will Soarvo, its affiliates, officers, directors, employees, licensors, or service providers be liable for:

- **(a)** any indirect, special, incidental, punitive, or consequential losses or damages;
- **(b)** any loss of profits, revenue, business, or goodwill; or
- **(c)** any loss of or damage to data,

arising out of or in connection with your use or inability to use the App or arising under this EULA, however caused.

### **7.2 Aggregate Liability**

To the fullest extent permitted by applicable law, Soarvo's total cumulative liability under this EULA, from all causes of action and all theories of liability, will be limited to the amount you paid for your use of the App (if any) in the six (6) months preceding the claim.

### **7.3 Applicability**

Nothing in this EULA excludes or limits:

- **(a)** any liability that cannot be excluded or limited by law (including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation); or
- **(b)** your statutory rights as a consumer under applicable law in Ireland or the United Kingdom.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Soarvo, its affiliates, officers, directors, employees, licensors, and service providers from and against any and all losses, liabilities, expenses, damages, and costs (including reasonable legal fees) arising out of or in connection with:

- **(a)** your use or misuse of the App;
- **(b)** your breach of any provision of this EULA or the Terms;
- **(c)** your violation of any law, regulation, or the rights of any third party.

## **9. Governing Law and Dispute Resolution**

### **9.1 Governing Law**

This EULA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland.

### **9.2 Jurisdiction**

This EULA and any disputes arising out of or related to this EULA or the use of the APP shall be governed exclusively by the laws of Ireland, without regard to its conflict of law provisions. Any action related to this EULA must be brought in the courts of Ireland, and each party consents to the personal jurisdiction and venue therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

## **10. General**

### **10.1 Relationship to Terms**

This EULA is an appendix to the Terms. In the event of any conflict between this EULA and the Terms, the Terms will control unless this EULA expressly provides otherwise for the App.

### **10.2 Severability**

If any provision of this EULA is held to be invalid or unenforceable, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

### **10.3 No Waiver**

The failure of Soarvo to enforce any right or provision of this EULA shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Soarvo in writing.

### **10.4 Entire Agreement**

This EULA, together with the Terms and any other applicable documents referenced herein, constitutes the entire agreement between you and Soarvo regarding the App and supersedes all prior or contemporaneous agreements or understandings relating to the App.

### **10.5 Assignment**

You may not assign or transfer this EULA, in whole or in part, without Soarvo's prior written consent. We may freely assign or transfer this EULA at our sole discretion.

### **10.6 Contact Information**

If you have any questions about this EULA or the App, please contact us at:

#### **Soarvo**

Unit B7 Riverview Business Park, Nangor Road, Dublin, 1reland.

support@soarvo.com

**By downloading, installing, or using the App, you acknowledge that you have read, understood, and agree to be bound by this EULA and the Terms.**

## Appendix B

### Data Protection Agreement

This Data Protection Agreement (“DPA”) forms part of Soarvo’s **Terms of Use** (“Terms”) between:

**K-Matic Ireland Limited trading as Soarvo**, a company incorporated under the laws of Ireland , with its principal place of business at Unit B7 Riverview Business Park, Nangor Road, Dublin 12 (“Processor”),

and

**You**, the user of Soarvo’s Platform (“Controller”).

As of the Effective Date

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#### 1. DEFINITIONS

**"Applicable Data Protection Laws"** means the European Union General Data Protection Regulation (“GDPR”), the UK GDPR (as defined by the UK Data Protection Act 2018), Ireland’s data protection legislation, and other relevant data protection laws.

**"Controller"** means the entity which determines the purposes and means of the processing of Personal Data. In this context, the Controller is **You**, the user of Soarvo’s Platform.

**"Effective Date"** means the date that the Customer first logs on to the Platform.

**"Processor"** means the entity which processes Personal Data on behalf of the Controller. In this context, the Processor is **Soarvo**.

**"Personal Data"** has the meaning given to it in the UK GDPR and Irish DPA.

**"Sub-processor"** means any third party appointed by the Processor to process Personal Data on behalf of the Controller.

**"Data Subject"** means an identified or identifiable natural person to whom the Personal Data relates.

**"Data Breach"** has the meaning given to it in the UK GDPR and Irish DPA.

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#### 2. SUBJECT MATTER AND DURATION

**2.1 Subject Matter:** This DPA governs the processing of Personal Data by the Processor on behalf of the Controller in connection with the provision of the Processor’s cloud B2B SaaS Platform (“Platform”) as outlined in the Terms.

**2.2 Duration:** This DPA shall commence on the Effective Date and continue for the duration of your use of the Platform unless terminated earlier in accordance with this DPA.

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### **3. ROLES AND RESPONSIBILITIES**

#### **3.1 Controller's Obligations:**

- Ensure that the processing of Personal Data complies with Applicable Data Protection Laws.
- Provide documented instructions to the Processor regarding the processing of Personal Data.
- Ensure that Data Subjects have provided necessary consents or are otherwise lawfully processing Personal Data.
- **Requirement to Blur or Anonymise**  
The Controller shall ensure that all images or video footage containing identifiable natural persons' faces or identifiable vehicle registration plates are processed in compliance with all applicable data protection laws and regulations, Prior to using or disclosing such images or video footage, the Controller shall implement suitable technical measures to permanently blur or otherwise anonymise faces and vehicle registration plates so that Data Subjects cannot be identified directly or indirectly.

#### **3.2 Processor's Obligations:**

- Process Personal Data only on documented instructions from the Controller.
  - Ensure compliance with Applicable Data Protection Laws.
  - Implement appropriate technical and organisational measures to ensure the security of Personal Data.
  - Assist the Controller in fulfilling Data Subject rights requests.
  - Notify the Controller without undue delay after becoming aware of a Data Breach.
- 

### **4. PROCESSING OF PERSONAL DATA**

**4.1 Nature and Purpose of Processing:** The Processor shall process Personal Data solely for the purpose of using the Platform as specified in the Terms.

**4.2 Types of Personal Data:** contact information

**4.3 Categories of Data Subjects:** employees and customers.

**4.4 Duration of Processing:** Personal Data shall be processed for the duration necessary to fulfil the purposes outlined in this DPA unless otherwise agreed in writing.

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## **5. DATA TRANSFERS**

**5.1 Data Storage Location:** Personal Data will be stored within the European Union.

**5.2 Import and Export of Data:** The Processor may transfer Personal Data between the UK and the EU. Such transfers shall be conducted in compliance with Applicable Data Protection Laws, ensuring adequate levels of protection.

**5.3 Standard Contractual Clauses:** Where required, the Processor shall implement appropriate safeguards, such as Standard Contractual Clauses, to ensure lawful data transfers.

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## **6. SUB-PROCESSORS**

- 6.1 Use of Sub-processors:** The Processor may engage Sub-processors to perform specific processing activities on behalf of the Controller, including but not limited to providing cloud hosting, infrastructure services, and integrating open source software and third-party components.

**6.2 Sub-processor Obligations:** The Processor shall impose the same data protection obligations on Sub-processors as set out in this DPA.

**6.3 Appendix I – Sub-processor List:** The current list of Sub-processors is set out in Appendix I. The Processor shall notify the Controller of any intended changes to Sub-processors and provide the opportunity to object before such changes take effect.

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## **7. DATA SUBJECT RIGHTS**

**7.1 Assistance to Controller:** The Processor shall assist the Controller in responding to requests from Data Subjects exercising their rights under Applicable Data Protection Laws, including access, rectification, erasure, restriction of processing, data portability, and objection.

**7.2 Notification of Requests:** The Processor shall promptly notify the Controller upon receiving any request from a Data Subject.

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## **8. SECURITY MEASURES**

**8.1 Technical and Organisational Measures:** The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including but not limited to:

- Encryption of Personal Data.
- Regular security assessments.
- Access controls and authentication mechanisms.
- Incident response plans.

**8.2 Confidentiality:** Persons authorised to process Personal Data shall be subject to confidentiality obligations.

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## **9. DATA BREACH NOTIFICATION**

**9.1 Notification Obligation:** In the event of a Data Breach, the Processor shall notify the Controller without undue delay and provide all necessary information to enable the Controller to comply with its obligations under Applicable Data Protection Laws.

**9.2 Cooperation:** The Processor shall cooperate with the Controller in managing and mitigating the effects of any Data Breach.

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## **10. AUDIT RIGHTS**

**10.1 Audit Access:** The Processor shall make available to the Controller all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller.

**10.2 Audit Conduct:** Audits shall be conducted during normal business hours and shall not unreasonably interfere with the Processor's operations.

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## **11. DATA RETENTION AND DELETION**

**11.1 Data Retention:** The Processor shall retain Personal Data only for as long as necessary to fulfil the purposes outlined in this DPA or as required by Applicable Data Protection Laws.

**11.2 Data Deletion:** Upon termination of your use of the Services or upon the Controller's request, the Processor shall, at the Controller's choice, delete or return all Personal Data and delete existing copies unless retention is required by law.

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## 12. INTERNATIONAL DATA TRANSFERS

**12.1 Compliance with Laws:** All international data transfers shall comply with Applicable Data Protection Laws, ensuring adequate protection of Personal Data.

**12.2 Transfer Mechanisms:** The Processor shall utilise appropriate transfer mechanisms such as Standard Contractual Clauses or Binding Corporate Rules where required.

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## 13. LIABILITY AND INDEMNITY

**13.1 Liability:** Each party shall be liable for any breach of this DPA in accordance with the provisions set out in the Terms.

**13.2 Indemnity:** The Processor agrees to indemnify the Controller against any claims arising from the Processor's breach of this DPA.

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## 14. MISCELLANEOUS

**14.1 Subcontracting:** The Processor shall not subcontract any of its obligations under this DPA without the prior written consent of the Controller.

**14.2 Governing Law:** This DPA shall be governed by and construed in accordance with the laws of Ireland, without regard to its conflict of law principles.

**14.3 Amendments:** Any amendments to this DPA must be in writing and signed by authorised representatives of both parties.

**14.4 Severability:** If any provision of this DPA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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## 15. TERMINATION

**15.1 Termination for Breach:** Either party may terminate this DPA upon material breach by the other party, provided that the breach remains uncured after 30 days' written notice.

**15.2 Effect of Termination:** Upon termination, the Processor shall, at the Controller's discretion, return or delete all Personal Data as specified in Section 11.2.

By using the Platform you agree to the terms of this Data Protection Agreement

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## Appendix I: List of Sub-processors

Sub-processor Name	Service Provided	Location	Data Categories Processed
Amazon Web Services (AWS)	Cloud Hosting and Infrastructure Services	Ireland and UK	All Personal Data processed under the Services
Open Source Software Providers	Various Open Source Tools and Libraries	Various Locations	Not directly processing Personal Data but used to facilitate the Services
Third-Party Component Providers	Various Third-Party Software Components	Various Locations	Not directly processing Personal Data but integrated into the Services

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### Notes:

#### 1. Open Source Software Providers:

- **Description:** The Processor utilises various open source software tools and libraries to enhance and support the functionality of the Services. These tools are selected to ensure they meet security and performance standards.
- **Data Processing:** These open source components do not process Personal Data independently but are integral to the infrastructure and operation of the Services provided by the Processor.

#### 2. Third-Party Component Providers:

- **Description:** The Processor integrates third-party software components to provide additional features and capabilities within the Services.
- **Data Processing:** Similar to open source components, these third-party components do not process Personal Data on their own but are embedded within the Services to improve user experience and functionality.

#### 3. Adding New Sub-processors:

- The Processor may engage additional Sub-processors as necessary to provide the Services, subject to the terms outlined in Section 6.3 of the DPA.

- The Processor shall notify the Controller of any changes to this list in accordance with the provisions of this DPA, allowing the Controller the opportunity to object if necessary.

#### **4. Compliance and Security:**

- The Processor ensures that all open source and third-party components used comply with Applicable Data Protection Laws.
- Regular assessments are conducted to verify that these components do not introduce vulnerabilities or non-compliance risks to the processing of Personal Data.

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#### **Integration with Soarvo's Terms of Use:**

As **Appendix B** to the **Soarvo's Terms of Use**, this section provides a comprehensive overview of all sub-processors and components involved in delivering the Services. By including references to Open Source Software and third-party components, both parties acknowledge the use of these tools in the infrastructure and operation of the Services while ensuring that data protection obligations are maintained.

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## Appendix C

### Privacy Policy

Last Updated: January 9 2026

#### 1. Introduction

##### 1.1 Purpose of this Privacy Policy

This Privacy Policy (“Policy”) explains how K-Matic Ireland Limited trading as Soarvo (“we,” “us,” or “our”) collects, uses, and protects Personal Data when providing our cloud-based software-as-a-service (“SaaS”) to our business customers (“Customers”) in Ireland and the United Kingdom.

##### 1.2 Regulatory Framework

Our data processing activities are conducted in accordance with:

- The General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) as implemented in Ireland by the Data Protection Act 2018 (for the Republic of Ireland).
- The UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018 (for the United Kingdom).

##### 1.3 Definitions

- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Processing:** Any operation performed on Personal Data, such as collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, erasure, or destruction.
- **Controller:** The entity that determines the purposes and means of processing Personal Data.
- **Processor:** The entity that processes Personal Data on behalf of the Controller.

Depending on the context, we may act as a Controller or a Processor of Personal Data.

#### 2. Scope of Data Collection

##### 2.1 Customer Account Data

When Customers) create an account, we collect information about them and their Authorised Users, which may include:

- Identification details such as full name, title, and position.
- Contact information such as email address, phone number, and mailing address.
- Billing and financial details such as payment card information (if applicable) or bank account details.

## **2.2 Usage Data**

We may collect data automatically when the customer and and/or Authorised Users interact with our SaaS platform, including:

- Technical data such as IP address, browser type, device information, and operating system details.
- Log information such as the date and time of access, pages viewed, and other user actions within our SaaS platform.

## **2.3 User Data (Data uploaded or input by the Customer)**

Customers may upload or store information (which may include Personal Data) within our SaaS platform. We process this data strictly in accordance with the Customer's instructions and our contractual obligations.

## **3. Legal Bases for Processing**

In alignment with Irish and UK data protection laws, we rely on one or more of the following legal bases to process Personal Data:

### **3.1 Performance of a Contract**

To provide our SaaS services, we need certain Personal Data for user authentication, account management, and support.

### **3.2 Legitimate Interests**

We may process Personal Data to maintain and improve our services, ensure the security of our platform, and communicate with our Customers about relevant updates or features provided such interests are not overridden by the rights and freedoms of data subjects.

### **3.3 Legal Obligations**

We may process Personal Data to comply with legal, regulatory, or governmental obligations (e.g., accounting, tax, or anti-fraud obligations).

### **3.4 Consent**

Where required by law, we will obtain explicit consent (e.g., for certain marketing communications). Data subjects can withdraw consent at any time.

## **4. Purpose of Processing**

We collect and use Personal Data for the following purposes:

1. **Service Provision:** To authenticate users, provide the core functionalities of our SaaS platform, maintain user accounts, and provide customer support.
2. **Service Improvements:** To analyse usage patterns, troubleshoot issues, and enhance user experiences.
3. **Communication:** To send service-related notifications, updates, and information about new features and products (with the option to unsubscribe from non-essential communications).
4. **Billing & Administration:** To process payments, manage invoices, and address account-related inquiries.
5. **Security & Compliance:** To safeguard our platform against unauthorised access, comply with legal obligations, and meet audit requirements.

## **5. Retention of Personal Data**

### **5.1 Retention Periods**

We retain Personal Data only for as long as necessary to fulfil the purposes for which it was collected, unless a longer retention period is required by law, regulation, or contractual obligation.

### **5.2 Deletion or Anonymisation**

Once Personal Data is no longer needed, we will securely delete or anonymise it. If anonymisation is not feasible, we will ensure it is permanently and securely erased.

## **6. Disclosure and Sharing of Personal Data**

### **6.1 Third-Party Service Providers (Sub-processors)**

We may engage third-party vendors or service providers (e.g., hosting providers, payment processors, customer support platforms) to process Personal Data on our behalf. These third parties are contractually obligated to use the data solely for the provision of services to us, and to implement suitable technical and organisational measures to protect the data.

## **6.2 Business Transfers**

In the event of a merger, acquisition, reorganisation, or sale of all or a portion of our assets, Personal Data may be transferred as part of the transaction, subject to confidentiality obligations.

## **6.3 Legal Requirements**

We may disclose Personal Data to law enforcement agencies, regulators, courts, or other entities if required by law, or where we believe such disclosure is necessary to protect our rights or the safety of our users or others.

## **7. International Data Transfers**

### **7.1 Transfers Outside the UK/EEA**

Where Personal Data is transferred outside the UK or European Economic Area (“EEA”), we ensure an adequate level of protection by using appropriate safeguards, such as:

- Standard Contractual Clauses (SCCs) approved by the European Commission and/or the UK regulator.
- Adequacy decisions by the European Commission for the recipient country.
- Other lawful transfer mechanisms recognised under the EU and UK GDPR.

### **7.2 Further Information**

If you need additional details on specific transfer mechanisms, please contact us using the details provided in Section 11.

## **8. Data Subject Rights**

Where we act as a Controller, individuals located in Ireland or the UK may have the following rights under applicable data protection laws:

**Access:** The right to request a copy of the Personal Data we hold about you.

**Rectification:** The right to ask us to correct inaccurate or incomplete Personal Data.

**Erasure:** The right to request the deletion of Personal Data where there is no lawful reason to continue processing it.

**Restriction:** The right to ask us to limit or suppress the processing of Personal Data in certain circumstances.

**Data Portability:** The right to receive Personal Data in a structured, commonly used, machine-readable format, and to request the transfer of that data to a third party (where technically feasible and lawful).

**Objection:** The right to object to our processing of Personal Data for direct marketing or on the basis of legitimate interests.

**Withdrawal of Consent:** If processing is based on consent, the right to withdraw consent at any time (without affecting the lawfulness of processing before withdrawal).

To exercise these rights, please contact us as specified in Section 11. We will respond to valid requests within the timeframes required by law.

## 9. Security Measures

### 9.1 Technical and Organisational Safeguards

We implement appropriate security measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, or damage. These measures include, but are not limited to:

- Encryption of data at rest and in transit (where feasible).
- Access Controls ensuring only authorised personnel can access systems.
- Regular Monitoring of networks, systems, and application logs.
- Incident Response plans and procedures for managing data breaches.

### 9.2 Shared Responsibility

Customers are responsible for securing their own access credentials and ensuring that their end users follow best practices for data security within the SaaS environment.

## 10. Cookies and Tracking Technologies

We may use cookies, web beacons, and similar technologies to:

- Provide and improve functionalities on our SaaS platform.

- Analyse usage statistics.
- Personalise user experience.

Users can manage their cookie preferences through their browser settings. For more details, please refer to our [Cookie Policy](#) available on the website [www.soarvo.com](http://www.soarvo.com).

## 11. Contact Us

If you have questions regarding this Policy, or wish to exercise any of your rights, please contact us at:

**K-MATIC Ireland Limited trading as Soarvo**

**For the attention of:** the Data Protection Officer (DPO)

**Address:** Unit B7 Riverview Business Park, Nangor Road, Dublin 12.

**Email:** [dpo@soarvo.com](mailto:dpo@soarvo.com)

We take privacy inquiries seriously and aim to respond promptly and effectively.

## 12. Complaints

If you are in Ireland, you have the right to lodge a complaint with the Data Protection Commission (DPC). If you are in the UK, you have the right to lodge a complaint with the Information Commissioner's Office (ICO). We would appreciate the opportunity to address your concerns directly before you contact the relevant authority.

- **Irish DPC website:** <https://www.dataprotection.ie/>
- **ICO website:** <https://ico.org.uk/>

## 13. Updates to this Policy

We may update this Policy from time to time to reflect changes in our data practices, legal requirements, or business operations. When we make changes, we will revise the "Last Updated" date at the top of this document. We encourage Customers and users to review this Policy periodically to stay informed about how we protect Personal Data.

## 14. Open Source Software and Third Party Components

### 14.1 Use of Open Source Software

Our SaaS platform utilises various open source software (OSS) components to enhance functionality, security, and performance. These OSS components are subject to their respective licenses, which may impose certain obligations on us and our Customers. We ensure that the use of OSS complies with all applicable licenses and legal requirements. For more information about the specific OSS components we use, please refer to our [Open Source Software Notice](#) Soarvo Terms of Use Appendix D .

#### **14.2 Third Party Components**

In addition to OSS, our platform may incorporate third party software components and services provided by external vendors. These third party components are integrated to deliver specific features and services within our SaaS offering. We carefully select and vet these third parties to ensure they adhere to stringent data protection and security standards. When Personal Data is processed by third party components, it is handled in accordance with this Privacy Policy and any additional agreements in place with the third party providers.

#### **14.3 Data Sharing with Third Parties**

While third party components may process Personal Data to provide certain functionalities, we ensure that such processing is governed by appropriate data processing agreements and that these third parties implement adequate security measures to protect the data. We do not transfer Personal Data to third parties beyond those necessary for the operation of our SaaS platform unless required by law or with the explicit consent of the Customer.

#### **14.4 Customer Responsibility**

Customers are responsible for understanding the implications of using third party components and OSS within their use of our SaaS platform. This includes ensuring that their use of such components complies with relevant licenses and that they have the necessary rights to use any OSS integrated into their workflows.

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## Appendix D

### Open Source Software and Third Party Components

The Platform incorporates open source software and third-party components, including but not limited to Cesium, Google Maps, Bing Maps, and Ordnance Survey maps, each subject to its respective open source license and third-party terms. Below is a non-exhaustive list of some of the key components used:

Component Name	Version	License Type	License URL
CesiumJS	1.80	Apache 2.0	Apache License 2.0
Google Maps API	Varies	Google Terms	Google Maps Platform Terms of Service
Bing Maps API	Varies	Microsoft Terms	<a href="#">Microsoft Bing Maps Terms of Use</a>
Ordnance Survey Maps	Varies	OS Terms	Ordnance Survey Open Government Licence

*Note: This list is not exhaustive and may be updated periodically. Please refer to our Documentation for the most current information.*

### Compliance Requirements:

#### 1. Attribution:

Where required, appropriate attribution must be provided as per the third-party licenses. This may include displaying logos, credits, or other notices in your application or platform interface.

#### 2. Restrictions on Data Use:

You must adhere to the data use restrictions imposed by each Third-Party Component. This includes limitations on data redistribution, modification, and commercial use as specified by their respective licenses.

#### 3. Privacy Policy Compliance:

Ensure that your use of the Third-Party Components complies with our Privacy Policy and the privacy policies of the respective third-party service providers. This includes proper handling of Personal Information as defined in our Privacy Policy.

#### 4. Liability Limitations:

Soarvo is not liable for any issues arising from the use of Third-Party

Components. Your use of these components is at your own risk and must comply with all applicable third-party terms and conditions.

By using the Platform, you acknowledge that you have reviewed and agree to comply with the terms and conditions of all Third-Party Components incorporated into the Platform.

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## **Appendix E Soarvo Processing Token Policy**

### **1. Purpose**

The Soarvo Processing Token Policy defines how Soarvo Processing Tokens (“Tokens”) are earned, saved, allocated, and governed within the Soarvo platform. Its goal is to ensure transparency, fairness, and consistency in how users interact with Soarvo’s incentive system while supporting sustainable growth of the product and its community.

### **2. Overview of Soarvo Processing Tokens**

Soarvo Tokens serve as an internal value unit used to unlock processing-based capabilities or participate in promotional reward programs. Tokens are not a cryptocurrency and hold no monetary or exchange value outside the Soarvo ecosystem. All rewards, earning rules, and redemption mechanics are solely governed by Soarvo.

### **3. End User Token Price List (*subject to change*)**

Customers purchase Tokens through their distributor. Once a purchase order is confirmed, the corresponding Token balance will be added to the customer’s account and displayed in the resource-limit section. It is the customer’s responsibility to ensure that sufficient Tokens are available for the processing of a specific job.

### **4. Earning or Sparring Soarvo Tokens**

#### **4.1 Low-Resolution Output Discounts**

To optimize platform resources and provide greater flexibility to users, the following incentive applies:

- **Low-Resolution Output:** Choosing a low-resolution output format immediately reduces Token consumption.

Additional savings or discounts may be introduced by Soarvo on a case-by-case basis.

#### **4.2 Referral Rewards**

Users can invite new members to join Soarvo and earn referral rewards under the following conditions:

- When a referred user successfully signs up, the inviter receives a token reward, as defined by the current promotion.
- Rewards are issued only once per unique referred account.
- The customer (inviter) must notify Soarvo about the referred user in writing at [marketing@soarvo.com](mailto:marketing@soarvo.com).
- Fraudulent referrals or self-referrals are prohibited and may result in disqualification or account review.

#### **4.3 Social Media Engagement Rewards**

To encourage community engagement and product advocacy:

- Users who publish a post about Soarvo on LinkedIn, Instagram, or YouTube, including an accompanying picture or video, and tag Soarvo's official account, may earn tokens per qualifying post as defined by the current promotion.
- Posts must be publicly visible and meet Soarvo's authenticity guidelines.
- Soarvo retains full discretion to assess whether a post qualifies for a reward. There is no obligation or guarantee that the customer will receive Tokens for submitted posts, and qualification cannot be enforced by the customer.
- Excessive, repetitive, or spam-like posting may be reviewed and disqualified.
- The customer must notify Soarvo about the post in writing at [marketing@soarvo.com](mailto:marketing@soarvo.com).

#### **5. Verification & Manual Processing**

Some reward categories (such as referral rewards or social media engagement) may require manual verification. Soarvo reserves the right to validate authenticity and may request proof of account ownership, post visibility, referral legitimacy, or other relevant information to prevent misuse.

#### **6. Token Use**

Tokens can be redeemed within the Soarvo platform according to current pricing and promotional programs. Token consumption rates may change over time as the platform evolves. Where feasible, Soarvo will communicate significant changes in advance.

#### **7. Governance & Policy Changes**

Soarvo may modify, suspend, or discontinue any component of the Token system at its discretion to ensure product sustainability, prevent abuse, or introduce new incentive mechanisms. Any updates to this policy will be published and become effective immediately unless otherwise stated.

## **8. Disclaimer**

Soarvo Tokens have no cash value, cannot be exchanged for currency, and are non-transferable except through approved mechanisms defined in this policy. Tokens exist solely to enhance user experience within the Soarvo platform.

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