

IoFMT Professional Services Limited

IoFMT Managed Services

Terms and Conditions

Document ID	Version and Date	Changes
MSTERMS	07/05/2025 V1	N/A
Updated By	Approved By	Data Classification
N/A	Chris Adams	Public



Terms and Conditions B2B

Effective Date: 7th May 2025

These Terms and Conditions ("Terms") govern the provision of IoT sensor devices and managed services ("Services") by IoFMT.com ("IoFMT", "we", "us") to business customers ("Client", "you"). By subscribing, you agree to be bound by these Terms.

If you do not agree to these Terms, please do not subscribe to or use our Services.

1. Scope of Service

- 1.1 Managed IoT Services: IoFMT provides IoT sensor devices and related data services to business clients on a subscription basis, including access to our management platform, monitoring tools, and support.
- 1.2 Business Use Only: Our Services are exclusively intended for business use. You confirm that you are acting on behalf of a commercial entity and not as an individual consumer.

2. Subscription and Payment

- 2.1 Billing Cycle: Subscription fees are billed [monthly/quarterly/annually] in advance, depending on the plan selected. All subscriptions renew automatically unless canceled in accordance with these Terms.
- 2.2 Fees and Taxes: All prices are exclusive of VAT and any applicable local taxes. You are responsible for payment of all such taxes or charges imposed by government authorities.
- 2.3 Late Payments: Failure to make timely payment may result in service suspension or termination. IoFMT reserves the right to charge interest on overdue amounts as permitted by law.

3. Equipment Ownership and Use

- 3.1 Device Sales: IoT sensors and associated hardware are sold to you under a subscription arrangement and become your property upon delivery.
- 3.2 Proper Use: You agree to use the devices and Services in accordance with applicable laws and manufacturer specifications. Misuse or unauthorized modification of the devices may void any applicable warranties or support.
- 3.3 Responsibility: You are solely responsible for the maintenance and physical security of the devices after delivery.

4. Data, Privacy, and Confidentiality

- 4.1 Data Collection and Processing: By using the Services, you authorize IoFMT to collect and process operational and environmental data transmitted by your IoT devices for the purpose of service delivery and performance monitoring.
- 4.2 Privacy: Our data practices are described in our <u>Privacy Policy</u> which is incorporated into these Terms by reference.

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- 4.3 Anonymized Data Use: We may aggregate and anonymize data collected through our Services and use it for internal research, service improvement, product development, and industry benchmarking. This data will not be identifiable to any specific client or end user.
- 4.4 Confidentiality: Each party agrees to maintain the confidentiality of proprietary or non-public information disclosed in connection with the Services.

5. Support and Complaints

- 5.1 Support Services: Technical support is available during standard business hours. Contact details and response times may vary based on your subscription tier.
- 5.2 Complaints Handling: If you have a complaint regarding our Services, please refer to our Complaints Handling Policy for instructions on how to raise and resolve concerns.

6. Termination

- 6.1 Cancellation by Client: You may cancel your subscription at any time by providing written notice. Cancellation takes effect at the end of the current billing period unless otherwise agreed.
- 6.2 Termination by IoFMT: We may suspend or terminate access to the Services for non-payment, breach of these Terms, or misuse of our systems.

7. Warranties and Liability

- 7.1 Limited Warranty: Devices are covered by a manufacturer's warranty against defects under normal use. IoFMT provides no additional warranties unless expressly agreed in writing.
- 7.2 Limitation of Liability: To the fullest extent permitted by law, IoFMT shall not be liable for indirect, incidental, or consequential losses. Our total liability under these Terms shall not exceed the total subscription fees paid in the twelve (12) months preceding the claim.

8. Changes to Terms

IoFMT reserves the right to amend these Terms from time to time. The current version will be available from our Website <u>via this link</u>. Continued use of the Services following any changes constitutes acceptance of the updated Terms.

9. Governing Law

These Terms are governed by the laws of the United Kingdom of Great Britain and Northern Ireland, without regard to conflict of laws principles. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England.

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