

User Agreement for ThingsIX Mappers for Batch 2023-1

Considering that:

- The Stichting ThingsIX Foundation (CoC 86760661), established at Noord Brabantlaan 1A in Eindhoven, The Netherlands, hereinafter referred to as 'Foundation', has had the first version of so-called 'Mappers' manufactured;
- These Mappers are intended for use in the ThingsIX Network to validate coverage of LoRa®-gateways connected to the network;
- The Foundation wishes to lay down the conditions under which it will make these mappers available to users.

Distribution and ownership

The Foundation will make the Mappers available to users in a way that it deems appropriate. In doing so, the Foundation will focus on the principles and interests of the ThingsIX Network and strive for a fair distribution.

Due to technical restrictions, legislation or other reasons motivating it, the Foundation may choose to limit the distribution of Mappers to certain areas or periods.

The ownership of the Mappers remains with the Foundation at all times. You are not allowed to tamper with, modify or destroy the hardware and software of the Mapper.

Compensation for Foundation

For making a mapper available to a user by the Foundation, a compensation shall be payable once. The amount of the compensation will be announced in advance for each batch of mappers made available and may be adjusted by the Foundation in the future.

The one-time compensation currently includes the on-boarding fee of 1 gateway and the shipping costs.

Commencement / termination of use

The mappers are an integral part of the (concept of the) ThingsIX Network and are essential for the validation of coverage by gateways. The Foundation will endeavor to ensure timely distribution of mappers, however, no rights can be derived from this.

If at any time there is (suspicion of) deviant use or misuse of a mapper, the Foundation reserves the right to exclude the mapper from further participation in the ThingsIX Network without giving any reasons and with immediate effect.

As a result, the excluded mapper will no longer be entitled to rewards from the ThingsIX Network, nor will the user have any right to compensation.

Compensation for users

The active mappers at any point in time are, under certain conditions, entitled to a share of the reward pool in the ThingsIX Network. However, neither the Foundation nor the entities associated with it can provide any guarantee of a return as such.

Warranties and liabilities

The Foundation will endeavor to produce the mappers in accordance with the current state of technology, legislation and, where possible, request applicable certifications.

It should be expressly stated that in the current phase of the development of the ThingsIX Network, the Mappers are still a 'proof-of-concept', therefore the Mappers of the current batch can be qualified only as a trial version without certifications.

Although tested and approved, the Foundation and its affiliated entities cannot guarantee the functioning of the mapper and/or the ThingsIX Network.

The use of the mapper is at the user's own risk and the user is also responsible for its use within the jurisdiction applicable to him or her. The Foundation and its affiliated entities are released from liability by the user, except in case of gross negligence or omission.

Changes to the User Agreement

The user agreement for the Mappers is revocable by the Foundation and can also be changed without prior announcement. Changes will be made known on the website and/or other customary media.

Governing law

Dutch law applies to this agreement and any disputes will be brought before the Dutch courts.