

# **TERMS AND CONDITIONS** V3.0

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Machine operators should be qualified for use of the machine tool that the Licensed product is being used with. Machine and work fixturing should be in good condition and safe to use. The relevant PPE (personal protective

equipment) should be worn when operating the machine tool. Machine tool operation should not use the licensed product for driving or control of the machine tool or use the Licensed product to determine when to stop a feed of an axis or change a direction of travel. Control should be made while the machine while looking directly at the work and machine. Only when it is safe to do so the qualified operator should use the Licensed product to assist with for final positioning for cut of an intended to be cut taken. The Licensed Product should not be solely relied on for final sizing of a component whether it be machined, reverse engineered or drawn. Components should be measured manually that they are to the correct size or tolerance.

The customer should not place the Licensed Product where rotating parts may catch or create a crush point for the machine operator.

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We will only use your personal information for the purposes identified below, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose described here.

If you have consented to our disclosure of your personal information to third parties for their direct marketing purposes and you wish to withdraw that consent to opt-out of such practice and prevent further disclosure of your personal information to third parties for their direct marketing purposes, you may do so by contacting us on email.

If you are in the European Economic Area, you may have the following rights with respect to your data as set forth in the General Data Protection Regulation (“GDPR”):

- The right to request access to your personal information and the following information regarding our use of your personal information:
  - The purpose of such use;
  - The categories of your personal information that we have used;
  - Who we have disclosed your personal information to.
- The right to request us to correct any inaccurate personal information concerning you.
- The right to request us to erase your personal information when we no longer need such data in connection with our Services.
- The right to withdraw consent to our use of personal information, if we are relying on consent to use your personal information.
- The right to request us to restrict our use of your personal information (e.g., suspend our use of your personal information).
- The right to object to our use of your personal information where we are not using it to perform Services you have requested from us.
- The right to receive a copy of your personal information.
- The right to lodge a complaint with the supervising authority of your country.

To exercise any of the foregoing rights, please contact us through one of the methods listed in “How to contact us.”

We have put in place appropriate security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. In addition, we limit access to your personal information to those employees, agents,

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We may store your personal information as long as you use our Services to provide you with such Services and for legitimate business purposes.

We may store your personal information following completion of transactions with you to the extent required to comply with our legal, accounting, or reporting requirements and to provide information about our Services (such as your order history) requested by you. Additionally, we may continue to store your personal information contained in our standard back-ups.

Upon your request, we will delete or de-identify your personal information unless we are legally required or allowed to maintain such personal information.

#### **WHAT BUSINESS CUTNAV DOES**

CutNav offers a software, hardware and an electronic platform that enables customers to purchase and use on their industrial machinery the Licensed Product. The product consists of both an online software and licensing website.

#### **PROVISION OF INFORMATION**

The Customer will be required to register an account with CutNav and will be required to provide personal details such as name, address, email, and credit/debit card payment details, date of birth and contact details. Credit/debit information will be used for processing purchase payments on a secured webpage. The information will be kept confidential in accordance with the privacy policy of CutNav. There shall be no storage of the Customer's Credit Card or banking account details.

#### **INDEMNITY**

The Customer holds CutNav indemnified for the below acts:

- CutNav will not be liable for any crashes to the machines that utilize the product or any destruction of work components thereof;
- CutNav will not be liable for any injuries to the customer or operator arising out of utilizing the product;
- CutNav will not be liable for any loss of any nature whatsoever suffered to or sustained by any person/customer.
- CutNav will not be liable for any and all acts of third parties such as manufacturing lines, production plants, automotive parts suppliers etc. All mistakes made, damages suffered, failures occurred on the actions initiated/undertaken by the customer or third parties are solely their responsibility irrespective of any involvement by CutNav. CutNav is not responsible for partially or fully failed machined components and or the tolerancing of sizes and accuracy of a component machined by the customer or any third party.

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