

**COMPLIANCE WITH REGULATION (EU) 2023/2854 ON HARMONISED RULES ON FAIR  
ACCESS TO AND USE OF DATA – DATA ACT****COMPLIANCE WITH OBLIGATIONS CONCERNING INFORMATION AND TRANSPARENCY****TERMS AND CONDITIONS FOR ACCESS TO AND USE OF THE DATA GENERATED BY THE  
CONNECTED PRODUCTS AND RELATED SERVICES OF THE ISTOBAL GROUP**

ISTOBAL, S.A., parent company of the Istobal Group, and each of the companies in said group (ISTOBAL) welcome you and invite you to read the following content since it contains relevant information about the data generated by the use of our Connected Products and Related Services.

These terms and conditions provide the USER with information about their right of access to data for the uses and purposes set forth in Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data ("**Data Act**").

The Data Act provides the rules and regulations governing the access to, use and sharing of data generated by connected products and digital services, providing users with the right to access and control the data generated through the use thereof.

The following content provides the USER with:

- ✓ the definitions for understanding the scope of the right of access defined by the Data Act, as well as the roles that correspond to ISTOBAL, the USER, and other parties involved in the right of access;
- ✓ the content of the right to access data generated by the USER;
- ✓ the direct and indirect methods for exercising the right of access, and the storage period of the data to which access may be gained;
- ✓ the USER's rights and ISTOBAL's obligations;
- ✓ the limitations and exclusions applicable to the exercise of the right to access the data.

ISTOBAL undertakes to proactively and diligently apply the principles of the Data Act to guarantee that the data generated by the USER as data user and recipient is accessed in a fair and transparent manner.

The rights and obligations set forth in these terms and conditions will apply without prejudice to any legal, contractual or regulatory obligations that may arise from other applicable regulations, including but not limited to legislation on personal data protection, intellectual property, unfair competition and competition law, among others. Access to and use of the data must comply with applicable regulations in Spain and the European Union in all cases and at all times.

It is important to point out that the right of access regulated under these terms and conditions does not equate to or overlap with the right of access defined in the General Data Protection Regulation (GDPR), as it does not concern personal data, but rather operational data generated by ISTOBAL's connected products and additional services. For more information on how to exercise your right of access to personal data, please read our [Privacy Policy](https://istobal.com/inter/data-act). <https://istobal.com/inter/data-act>

If in doubt, please contact ISTOBAL before placing a formal request for access. Our team remains at your disposal to provide any technical, legal or operational support you may require.

You may contact the ISTOBAL team by email to [data\\_act@istobal.com](mailto:data_act@istobal.com).

## 1. Relevant definitions

As part of the access to data generated by ISTOBAL's machines and connected devices, the terms and definitions of the Data Act will apply as described below:

<b><u>Data Holder</u></b>	<p>A natural or legal person with the right or obligation to use and provide data, including, where agreed under contract, any data it has extracted or generated from Connected Products or Related Services while providing a Related Service.</p> <p>For the intents and purposes of these Terms and Conditions, <b>ISTOBAL, S.A.</b> will have the status of "Data Holder".</p>
<b><u>User</u></b>	<p>A natural or legal person who owns a Connected Product or to whom temporary rights of use of such Connected Product have been transferred under contract, or who receives Related Services.</p>
<b><u>Product Data</u></b>	<p>Primary Data generated by the use of a Connected Product and which the manufacturer has designed in such a way that it can be extracted through an electronic communications service, physical connection or on-device access by a user, data holder or third party, including, where applicable, the manufacturer.</p> <p>For the intents and purposes of these Terms and Conditions, "Generated Data" will refer to the Primary Data generated by the USER during the use of and interaction with the Connected Product.</p>
<b><u>Related Services Data</u></b>	<p>Primary Data representing the digitalisation of User actions or events related to the Connected Product, recorded intentionally by the User or generated from the User's action during the provision of a Related Service by the provider.</p> <p>For the intents and purposes of these terms and conditions, "Related Services Data" will refer to the Primary Data recorded by the USER or resulting from said Party's interaction in the Related Service, as well as data recorded by integrated applications that indicate status and/or connectivity failures.</p>
<b><u>Generated Data</u></b>	<p>This refers to the Product Data and the Related Services Data jointly.</p>
<b><u>Primary Data</u></b>	<p>This refers to the raw or source data automatically generated by the use of a Connected Product or Related Service without substantial modification by ISTOBAL.</p>
<b><u>Secondary Data</u></b>	<p>This refers to data inferred or derived from the Primary Data as a result of additional investments in the assignment of values, algorithms or complex metrics that are the exclusive property of ISTOBAL.</p>
<b><u>Intellectual and Industrial Property Rights</u></b>	<p>This refers to all intellectual and industrial property rights, whether registered or not recognised as such in any jurisdiction, including without limitation:</p> <ol style="list-style-type: none"> <li>1. patents, marks, trade names, utility models, logos, domain names, designs, copyright and databases;</li> </ol>

2. all rights of the same or similar nature as those referred to above, protected inventions, technology, know-how, methodologies or any creative, artistic or industrial derivative work, trade secrets, knowledge or information;

in combination with all the benefits of all registrations and applications for registration of any of the aforementioned rights anywhere in the world, regardless of whether they exist now or are created in the future, together with the right to claim against past infringements of such rights.

**"Know-How" or Trade Secrets**

This refers to any confidential information that is the exclusive property of ISTOBAL, including industrial or trade secrets relating to, *inter alia*, the manufacture, design or marketing of ISTOBAL's products and services when (i) it is secret and not known to the industry, (ii) it has commercial value as a result of the fact that it is secret, and (iii) it is subject to reasonable measures to protect it as secret. ISTOBAL's know-how comprises the metrics, algorithms, and other assessments, *inter alia*, incorporated in the Software that provide value-added to the products and services offered.

**Connected Product**

This refers to a product that obtains, generates, or collects data concerning its use or environment and is able to send product data through an electronic communications service, physical connection or on-device access, and whose primary function is not the storage, processing or transmission of data on behalf of anyone other than the user.

For the intents and purposes of these terms and conditions, the term "Connected Product" will refer to the hardware manufactured by ISTOBAL and made available to the USER for service connectivity.

**General Data Protection Regulation (GDPR).**

This refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/CE.

**Related Service**

This refers to a digital service, distinct from an electronic communications service, including software, that is connected to the Connected Product at the time of purchase, rental or lease in such a way that its absence would prevent the Connected Product from performing one or more of its functions, or which is subsequently connected to the Connected Product by the manufacturer or a third party to add to, update or adapt the functions thereof.

For the intents and purposes of these terms and conditions, the Software and additional services provided to the USER by ISTOBAL will be considered as "Related Services".

**Authorised Vendor**

Authorised distributor of ISTOBAL's commercial network by means of which the ownership or use of any of the Connected Products and/or Related Services of the ISTOBAL make has been acquired.

**Software**

This refers to the systems created by ISTOBAL and made available to the USER as User.

## 2. Holders of the Generated Data

ISTOBAL, S.A. is data holder for the data generated by the connected products and related services.

## 3. Types of Generated Data

Connected Products generate technical data during their use and operation. The Data Generated in this way may include errors, location counters, terminal meters, direct consumption, and collection depending on the Connected Product model in question.

## 4. Use of Data by ISTOBAL and purposes of the processing

In accordance with the provisions of the Data Act, the USER of a Connected Product agrees that the data generated and stored as a result of use of the Connected Product will be sent to ISTOBAL as Data Holder.

ISTOBAL will process the Generated Data and may generate Secondary Data for one or more of the following legitimate purposes:

- to provide complementary services to the USER, such as technical and after-sales services;
- to monitor and maintain the operation, safety and protection of products and services through statistical analysis, error and fault diagnosis, and quality control of marketed products;
- to improve the operation, design and implementation of new features and technical improvements;
- to comply with legal obligations concerning industrial quality, environmental safety and other matters;
- to protect the legitimate rights and interests of ISTOBAL, including the prosecution of acts involving misuse of the product, such as violations of its intellectual property, industrial rights and trade secrets;
- to share the Generated Data with third parties, whether for a fee or free of charge, in which case, ISTOBAL will apply the rules of use and limitations to the use of the communicated Generated Data in order to protect the User's confidentiality and trade secrets in such a way as to ensure that the specific data of the User that is sent cannot be identified.
- to add the Generated Data to other data or create derived data for any lawful purpose, including sharing the aggregated Secondary Data with a third party, on condition that it does not make it possible to identify the User's Generated Data nor enable a third party to obtain such data from the aggregated data as a whole.

ISTOBAL will not process the Generated Data to obtain information about the User's economic situation, assets or production methods, or about the use of the Product or Related Service in any other way that could undermine said Party's commercial position in the market; it will also refrain from processing said data in any other way that is significantly damaging for the User's legitimate interests, in particular where the Generated Data contains commercially sensitive data or is protected by trade secrets or intellectual property rights.

## 5. Limitation on the Use of Generated Data by the Authorised Vendor

If the contract for the Connected Product or Related Services has been entered into through an Authorised Vendor, said Party may not act as Data Holder for all legal intents and purposes and may not use or access the Generated Data for the purposes set forth in Section 4 above.

Notwithstanding the foregoing, when using a Connected Product and/or Related Service under a contract entered into through an Authorised Vendor, the User authorises ISTOBAL to give said Authorised Vendor access to the Generated Data for the sole purpose of providing the services and benefits agreed by and between the Authorised Vendor and the User, where, unless otherwise set forth in writing by the User, the Authorised Vendor will be authorised to send the content and permissions set forth in said contract to ISTOBAL. In any case, said access, including any licence of use of the Related Services granted to the Authorised Vendor, will always be subject to the limitations arising from the fact that the Said Party is acting as an intermediary on the behalf and account of the User.

Therefore, the Authorised Vendor assumes that it acts as intermediary in the distribution chain regardless of the distribution format under which it carries out its work, i.e. through the direct or indirect sale of ISTOBAL products, or as a lessor thereof. In the context of leasing or renting contracts, the AUTHORISED VENDOR will act without distinction as intermediary and will not have the status of "User" for the purposes of the Data Act.

For its part, the User will, in all cases, keep their rights of access and use as set forth in these Terms and Conditions, without limitation, in accordance with the Data Act.

## 6. Right of access to data

- Content of the right of access.

By virtue of the content set forth in the Data Act, the User has a right of access to the Generated Data. This right is regardless of how the User makes use of the Connected Products and Related Services, i.e. whether as owner or lessee of the machines.

The right of access comprises access to the Data Generated by Connected Products and Related Services, which may include errors, location counters, terminal meters, direct consumption, and collection depending on the model of the Connected Product or Related Service in question.

Access to Secondary Data, which is the exclusive property of ISTOBAL, is excluded as it corresponds to ISTOBAL's trade secrets and know-how. The User understands and agrees to the fact that ISTOBAL is not obliged to provide or seek access to Secondary Data.

- Guarantees

To guarantee full right of access to the Generated Data, ISTOBAL guarantees that said access will be in accordance with the following guarantees for the USER in their capacity as User of the data.

### (i) Right of secure access free of charge

The USER has the right to access the Data generated by the use they make of the Connected Products and Related Services securely and free of charge, without the need for further justification or authorization.

When the USER exercises the right of access, ISTOBAL will provide information about the types of data available, how it is generated, and the means in place for the corresponding queries and extractions.

### (ii) Right to clear, transparent information

The user has the right to promptly receive from ISTOBAL clear and transparent information about the nature of the Generated Data, its volume and the frequency with which it can be collected and generated, the mechanisms used for access and the

manner in which the information can be extracted and stored. The USER has the right to receive the information in a structured manner and in a readable format.

(iii) Right of portability

The USER has the right to transmit said data to another Generated Data Recipient or provider of their choice, where ISTOBAL may not oppose said right or apply unjustified technical, contractual or economic obstacles.

Where applicable, the USER may ask for such transmission to take place directly between ISTOBAL and the authorised third party recipient of the data, provided that it is technically possible.

(iv) Rights to interoperability

In keeping with industry practices and the state of the art, the USER may require ISTOBAL to adopt the necessary technical measures to ensure the interoperability of the data with compatible platforms and technology, as long as said measures and interoperability do not endanger information security or violate third-party rights. The exercise of the right to interoperability will be effective as from 12 September 2026, or at later date as set forth by regulation at any given time.

ISTOBAL undertakes to collaborate with the USER and, where applicable, with third-party providers in order to facilitate the integration and exchange of information.

(v) Right of proprietary, independent access.

The exercise of the right of access is intrinsic to the status of User and will not be subject to or conditioned by the hiring of additional services or products from ISTOBAL or a third party.

## 7. Exercise of the right of access

The Generated Data is accessed through digital means and may be accessed at commercially reasonable frequency, as long as it does not carry unjustified additional cost for ISTOBAL.

ISTOBAL provides the User with the contact email address [data\\_act@istobal.com](mailto:data_act@istobal.com), where the User may indicate their identity, existing contractual relationship and the period, format and type of Generated Data as required.

ISTOBAL may require additional information to confirm the status of the USER as a User of the Connected Products and Related Services, as well as the subsidiary or Authorised Vendor that has supplied or provides the use thereof or is enabling the use of the same through a renting, maintenance, leasing or similar contract. This verification process is necessary to ensure the integrity and confidentiality of the data generated by the USER and prevent unauthorised and illegitimate access to the requested information.

ISTOBAL will adopt the necessary measures to ensure that the User can share their data with the third parties they designate (also referred to as Data Recipients).

The Right of Access will be exercised in accordance with the use that the User makes of the Connected Product and/or Related Service.

## 8. Use of the Data by the User or third parties

Any third party designated by the User must use the Generated Data exclusively for previously authorised purposes in compliance with applicable regulations and these Terms and Conditions.



The User may not use the Generated Data nor communicate it to or designate a third-party recipient for access and use to carry out discriminatory or unlawful acts or practices that result in an act of unfair competition or are contrary to free competition. The use of the Generated Data for mere transmission to a third-party operator working in direct competition with ISTOBAL's products will also not be allowed. The User will not use the Generated Data when such use amounts to a violation of ISTOBAL's intellectual and industrial property rights.

## 9. Storage period

The Generated Data will be stored in a secure and structured manner. For non-connected products, the information generated will be stored in the product itself for a period of one (1) month from when it is generated. The Data Generated by Connected Products and Related Services will be stored in the Smartwash cloud infrastructure for a period of two (2) years.

During the storage period, ISTOBAL will adopt technical and organisational measures to: (i) maintain data integrity, protecting it from unauthorised alterations, damages or losses; and (ii) ensure the exercise of the User's rights as set forth in the Data Act.

After this period, the data will be erased by ISTOBAL or, where applicable, aggregated and dissociated to eliminate any information that could identify the User's end users, where this may impede or prevent the processing of access requests made by the User after said date.

## 10. Data security and protection

As Data Holder, ISTOBAL, S.A. undertakes to the following with regard to the Connected Products and Related Services:

- to guarantee that the design of the products marketed by ISTOBAL provides the USER with direct, free and secure access to the generated data through user interfaces (e.g. mobile applications, web control panels or APIs), when the type and operation of the products make the collection of such data possible, where the obligation to ensure accessibility from the design will be fully effective from 12 September 2026 or at a later date as set forth by regulation;
- to put in place appropriate technical and organisational measures to protect the Generated Data against unauthorised access, alterations or misuse in accordance with current personal data protection regulations;
- to adopt the necessary technical measures to enable the interoperability of the Generated Data with other compatible platforms or technological solutions, together with its integration for the exchange of information, as long as said measures and interoperability do not endanger information security or violate third-party rights, where this obligation will be effective as from 12 September 2026 or at a later date as set forth by regulation;
- to refrain from using the Generated Data for purposes other than those necessary for the correct operation, maintenance or improvement of the Connected Product, except in the cases and with the limitations provided by law; accordingly, insofar as the Generated Data does not contain personal data, ISTOBAL may use it for the purposes of technical analysis, statistical analysis and/or continuous improvement, and may also make it available to third parties in the terms set forth in the Data Act;
- to refrain from processing the Generated Data to obtain information about the USER's economic situation, assets or production methods, or about the use of the Product or Related Service in any other way that could undermine said Party's commercial position in the market; it will also refrain from processing said data in any other way that is significantly damaging for the User's legitimate interests, in particular where the Generated Data contains commercially sensitive data or is protected by trade secrets or intellectual property rights;

- not to impose technical or contractual obstacles that hinder or prevent the exercise of any of the rights awarded to the USER by the Data Act;
- to comply with the provisions of the General Data Protection Regulation when the data contains personal data.

## 11. Limitations and exclusions

ISTOBAL reserves the right to use technical safeguards and operational security insofar as the exercise of the USER's right of access may be against the Istobal Group's legitimate interests, together with the application of technical and organisational measures that prevent malicious use of the information to which access is given.

The USER assumes and undertakes to comply with the technical conditions for access, and to make reasonable use of the information and access procedure so as not to disrupt the operation of ISTOBAL's systems and components.

### (i) Know-how and trade secrets

ISTOBAL may deny, limit or condition access to information when it falls under the protection of its industrial know-how, internal processes, proprietary algorithms, undocumented technical configurations or other elements that constitute trade secrets in accordance with Law 1/2019 on Business Secrets.

In such cases, ISTOBAL will endeavour to ensure that the USER accesses only the Generated Data necessary to exercise their rights, without compromising the basic technical confidentiality of the Connected Product or the Related Service.

This limitation will be applied proportionally and will be duly justified and documented.

### (ii) Intellectual property and industrial rights (Secondary Data)

The Generated Data may include elements protected by intellectual or industrial property rights, such as structured databases, analytical reports generated by the system, or results processed through algorithms created exclusively by ISTOBAL.

Secondary Data is not part of the User's right of access unless there is an express licence or its assignment is essential for interoperability purposes and it does not violate third-party rights.

The User understands and agrees to the fact that ISTOBAL is not obliged to provide or seek access to Secondary Data.

Access to the Secondary Data may be subject to a specific agreement by and between the Parties that will take into account the nature of the information and any restrictions that may apply.

Access to Secondary Data falls under the discretion of ISTOBAL and will be remunerated.

In any case, ISTOBAL will retain the right to exercise its protected rights and may take measures to prevent misuse.

### (iii) Uses contrary to contractual good faith.

Access to or the reuse or transmission of Generated Data must not be exercised in anyway that implies conduct that is fraudulent, abusive or contrary to contractual good faith, including, *inter alia*: reverse engineering, decompilation or manipulation of the system associated with the Connected Products and Related Services hired by the USER, or use that constitutes unfair competition with ISTOBAL, or that is damaging for service integrity. In such cases, ISTOBAL may



temporarily suspend access, notify the USER and, where appropriate, take the corresponding legal actions to protect its legitimate interests.

In any case, neither the User nor any third party acting with the USER's authorisation may use the Generated Data to develop a connected product that competes with the Connected Product from which the data is generated. In addition, they may not share the data with a third party for said purpose nor use such data to obtain information about ISTOBAL's economic situation, assets or production methods or, where applicable, those of the data holder.

- (iv) Uses that jeopardise the safety and use of ISTOBAL's equipment and components. Other cybersecurity risks.

Requests for access to the Generated Data—not personal data—made by the User may be denied by ISTOBAL when such access may jeopardise the secure use and maintenance of ISTOBAL's products and services, or when there are other cybersecurity risks for the Connected Product or Related Services.

In any case, ISTOBAL will explain to the USER why their request has not been processed in accordance with legal requirements.

## 12. Update to this notice and contact

At ISTOBAL, we recommend visiting the content of this section on a regular basis in order to keep up-to-date at all times.

Should you have any questions about the scope of your rights and obligations under the provisions of the Data Act, please do not hesitate to contact the ISTOBAL Customer Service team.