APP TERMS OF USE

§ 1 – Definitions

The following terms, when used with a capital letter below, shall have the following meanings, it being understood that singular terms include the plural and vice versa.

App: the mobile application MyVimec which allows Users to connect and control the Vimec Machine, as better pointed out in clause 3.

Client: the natural person or legal person who buys the Product, including the possibility to use the App, within for purposes relating to its trade, business, craft or profession.

Customer: a natural person who buys the Product, including the possibility to use the App for purposes which are outside his/her trade, business, craft or profession, as defined by Article 3 of the Italian Legislative Decree n° 206/05 and EU law on consumer rights (therefore as consumer).

Devices: devices used by Users to avail of the App.

Privacy Policy: information provided by Provider to Users pursuant to Articles 13 and 14 of the Regulation (EU) 2016/679 ("**GDPR**").

Products: Internet of Things (IoT) machines, equipment or other products purchased by Customers and Clients that can be managed through the App.

Provider: the business which manufactures the Product and makes the App available to Users for it to be managed as set out in clause 3.

Terms of Use: this contractual document.

User: the individual who accesses the App, whether he/she is the Customer or the natural person who have been authorized by the Client or by the Customer to access the App.

§ 2 – App installation and usage

a. App allows Users to command machine movement, check sensor status, and configure parameters.

b. The use of the App is subject to the prior installation on the Users' Device.

c. The App is available free of charge from the Apple Store and Play Store, it being understood that the download and use of the same may entail the use of a mobile data connection. It is therefore understood that it is possible that any costs for the use of data traffic may be charged to the Users by their telephone provider on the basis of their pricing plan.

§ 3 – Intellectual property rights

a. User acknowledges that the App is property of Provider or its respective owners, which are holders of all industrial and/or intellectual property rights, including related economic exploitation rights, regarding the App and its contents, as well as of any software, in their entirety and without any limitation.

b. The Provider, from its side, ensures lawful and peaceful enjoyment of the App by Users.

§ 4 – Conditions for accessing, signing up to and using App

a. In order to access the App, Users must first sign up or, if already registered, access by filling in the credentials field for authentication.

b. To sign up to App, Users shall:

  1. read the Privacy Policy and enter the requested information,

  2. expressly accept these Terms of Use, by ticking the appropriate box,

  3. click on the link provided in the confirmation email and enter the password (which, together with the User's email address, constitute his/her credentials).

§ 5 – Use of credentials

a. During registration, Users are required to choose a password strong enough to prevent unauthorized accesses to the App.

b. Credentials are personal; they shall be guarded with the utmost diligence and be kept confidential in order to prevent their use by unauthorized third parties. Users shall be in any case responsible for their use and/or misuse and liable for any damage whatsoever and shall hold Provider harmless from such damages.

c. Where the User becomes aware of unauthorized access and/or notices any anomalies, he/she shall inform the Provider immediately (using contact points specified in clause 16) and change the password immediately, unless special instructions are given by the Provider.

d. Without prejudice to the provisions of the previous paragraphs, if the credentials are lost, they may be recovered by following the procedures indicated in the App.

§ 6 – Minimum functional requirements

Although the Provider continuously develops the App in order to, as far as possible, support all commonly used devices and operating systems in markets where the App is distributed, the Provider itself does not warrant compatibility of the App with specific mobile devices or other hardware.

§ 7 – Duration and withdrawal

a. The duration of the contract is indefinite, unless earlier terminated as provided below.

b. Users may withdraw by deleting their account at any time by writing to the Provider at the contact points indicated in clause 16.

c. It is understood that uninstallation of the App from one's Device is possible at any time but does not constitute withdrawal. Users acknowledge that Provider may withdraw the App from the market upon reasonable notice.

§ 8 – Suspension of the App by Provider

a. Provider reserves the right to suspend the App in any moment, without liability to Users as well as to Clients, upon reasonable suspicion by Provider that the App has been used in violation of the law or these Terms of Use or in any case in a way detrimental to Provider itself.

b. In all cases of suspension, Provider shall notify Users of the reason for suspension, inviting the latter, if possible, to remedy the reason for suspension in order to resume the App.

§ 9 – Provider limited warranty and disclaimers

a. Provider makes no warranty:

   (i) that the App will allow to obtain the results or to pursue the aims that Users as well as Clients, expects to achieve,

   (ii) for problems or malfunctions resulting from the use of App in connection with data, devices, applications or software of Users,

   (iii) for problems or malfunctions resulting from the use of App by Users in violation of applicable law or these Terms of Use,

   (iv) for consequences arising from the improper use of the security measures offered by the App.

§ 10 – Limitation of liability

a. In no event shall Provider be liable for any loss, damages or injury of whatever nature, including direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, arising out of or in connection with the use of, or inability to use the App.

b. Provider expressly disclaims all liability for any loss, damages or injury resulting from use of the App with a connected Device over Wi-Fi, Bluetooth or any other connectivity protocol.

§ 11 – Acknowledgements and obligations of Users

a. Without prejudice to other obligations provided hereunder, Users undertakes to:

    (i) use the App, only within the limits, rules and purposes set out in these Terms of Use and they shall not extract the source code, neither reproduce, copy, modify, make derivative works of, reverse engineer, disassemble, reverse compile any part of App. Therefore, any modification of the App, including those involving interventions on the source codes, is prohibited to Users unless otherwise agreed with Provider. For avoidance of doubt, the foregoing is without prejudice to the possibility for Users to make backup copies of the information generated by the App,

    (ii) use the App only for the transmission of data and information that it legally and legitimately acquires or otherwise holds,

    (iii) refrain from uploading to the App data and information in violation of trade, industrial or professional secrets (unless Users are the actual owners of the relevant right), or whose circulation is otherwise excluded or limited, or acquired in breach of law, prohibited by the law and/or violation of third party's rights,

    (iv) use the App to carry out activities authorized by applicable law and, when applicable, as duly authorized by a third party or public authority,

    (v) refrain from engaging in any conduct or failure to act which might in any way diminish or affect the performance of App,

    (vi) use the App in accordance with the law and these Terms of Use, as well as with any technical documentation and instruction for proper use provided by Provider.

b. User shall indemnify and hold Provider harmless from all claims, liabilities, damages, losses and expenses arising out of or in any way connected to Client's, Customer's and/or Users' breach of its obligation set out in these Terms of Use or by the law.

c. Users declare and guarantee that:

- they have reached the age of majority,
- where they provide third parties personal data (e.g. the email address of other Users), they are entitled to do so,
- data provided is truthful, accurate and up to date.

§ 12 – Privacy

Provider processes Users personal data as controller under Article 4, 7) of the GDPR in compliance with applicable data protection law, including GDPR, as well as in line with the Privacy Policy.

§ 13 – Updates and developments

Users acknowledge and agree that Provider, where deemed appropriate in its sole discretion, may carry out updates and developments of the App, which could result also in the modification or elimination of certain functionality.

§ 14 – Applicable law and place of jurisdiction

a. The contract is governed by and construed in accordance with the laws of Italy and is to be interpreted in accordance with this, without prejudice to the applicability of the mandatory rules of law of the country in which the Customer, as consumer, resides or is domiciled.

b. The parties agree that any dispute, discrepancy, conflict or claim concerning the execution, validity, effectiveness, fulfilment, termination, integration or interpretation of the contract or related to it, directly or indirectly, shall be definitively resolved exclusively by the Court of Reggio Emilia, with express waiver to any other venue or forum to which the parties could be entitled. It is understood the Customer, as consumer, may decide to bring the matter before the judge of the place of residence or domicile or, at his/her discretion, before the aforementioned Court.

§ 15 – Communications

a. Any communication, including reports and complaints, by the User must be made in writing to Provider at the email address vimecsrl@legalmail.it, learly stating his/her contact data and, where necessary, providing a detailed description of the problem encountered (and, if possible, sending any

documentation deemed suitable for its resolution). Provider undertakes to provide an answer within 30 working days of receiving it.

b. Any communication from Provider to the User will be sent by email, to the address provided by the User during registration, or by means of an online message on the App.

§ 16 – General Provisions

a. Provider reserves the right, at its sole discretion, to amend these Terms of Use by means referred to in clause 16(b) above without prejudice to the User right of withdrawal set forth in clause 8(b).Changes to these Terms of Use will become effective when notice of such change is posted on the App. Users' continued use of the App after any changes to these Terms of Use are posted shall be considered acceptance of those changes.

b. These Terms of Use, as well as the Privacy Policy, can always be consulted in the dedicated section of the App, as well as being made available to the User at the time of sign up referred to in clause 5(b).