

CONDITIONS OF USE OF SINAPSI APPLICATION

1. General provisions

- (a) The following definitions are used in this document:
- "Sinapsi": it means Sinapsi Srl, with headquarters in Via delle Querce 11/13, 06083 Bastia Umbra, Perugia, Italy;
 - "Service": the use of the APP FOR SMART GATEWAY together with the transmission of data via mobile network.
 - "Application": platform provided by Sinapsi, hereinafter referred to as "the Application".
 - "User": it means the person or company that registers for the SMART GATEWAY APP and uses it.
 - "User Data" and/or "Credentials": email address, password, staircase or apartment identification data;
- (b) The Terms and Conditions below regulate the Application of Sinapsi s.r.l., with office in Bastia Umbra (PG) in via delle Querce 11/13; hereinafter referred to as "Sinapsi". These Conditions of Use may be modified or replaced by other terms and conditions, for example for the purchase of products and services. With access or, if access is not required, to access or use the Sinapsi Smart Gateway App, these Conditions of Use are accepted in the current version.

2. Field of application

- (a) The service provided by Sinapsi consists in the use of the APP for Smart Gateway device management and in the transmission of the data acquired by the Sinapsi Smart Gateway device by Sinapsi during the individual contract period for the individual Smart Gateway.
- Sinapsi's responsibility is to provide reading data, but not its content. The use of the Services is allowed to the user only in relation to the use of the Smart Gateway. To allow data transmission, Sinapsi makes the single Gateway available to the customer together with a connection to the mobile network. Any use of this platform provided by Sinapsi is subject to these Conditions of Use.
- (b) In case of use of the Application by companies or public companies, it shall be presumed that these companies are represented by the user and that the user has adequate knowledge and acts accordingly.

3. Services

- (a) The features of the Service are:
- data transmission
 - user registration
 - delivery of the acquired data to the user
 - technical management of SMART GATEWAY systems
- (b) If the User, its agents or its customers do not follow the operating or maintenance instructions, modify the products, replace parts of the products or if the gateway or part of it is damaged because of an incorrect installation or use, the User is required to compensate Sinapsi for damages. The User undertakes to immediately report to Sinapsi any breakdowns or malfunctions as soon as they are noticed. The User is liable for the expenses due to any failures, against those acting on its behalf or on behalf of third parties, attributable to the User, including damage caused by other factors for which Sinapsi is not liable. This also applies to all costs resulting from inappropriate interventions by the User or those acting on its behalf, or from a member of the assistance team, including any intervention and travel expenses.
- (c) This Sinapsi Application contains specific information and software, as well as - depending on the case - the relative documents, for viewing or downloading.
- (d) Sinapsi may interrupt the operation of the Application in whole or in part at any time. Due to the nature of the Internet and IT systems, Sinapsi assumes no responsibility for the continuous availability of the application.

4. Registration, Password

- (a) Access to the Application is protected by a password. In the interest of security and safety of commercial transactions, only registered users can access the Application. Sinapsi reserves the right to deny registration to any user. Sinapsi is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User:
- registers using false data;

- breaches these Conditions of Use or neglects its duty of care in respect of User Data;
 - breaches any applicable law in accessing or using the Sinapsi Application;
- (b) In order to register, the User must provide accurate information and, if this information changes over time, update this information (if possible: online) without undue delay. The User must guarantee that its e-mail address communicated to Sinapsi is always updated and that the User can be contacted with it.
- (c) Upon registration, the User acquires the ability to access the Application by means of the Data provided, Email address and password ("Credentials").
- (d) The User may at any time request the termination of its registration in writing, provided that the cancellation does not violate the correct performance of the contractual relations. In this case, Sinapsi will remove all user data and other personal data as soon as this data is no longer required.

5. User Obligations

The user is specifically required to:

- (a) Immediately report the loss of a SIM card to the Sinapsi Customer Service.
- (b) The Services and the data provided must not be used in an abusive manner, in particular
- no information, material and other services that are not required and legally prohibited, such as unwanted advertising via e-mail, or illegal selection programmes, should be transmitted,
 - no illegal contacts must occur,
 - no illegal or immoral content information and no reference to such content must be communicated or uploaded on the Internet,
- (c) Removing the SIM CARD from the Smart Gateway, or using it on another device even if provided by Sinapsi, even if of the same model, is forbidden.
- (d) The User, in supplying the requested data, Credentials and User Data, and through the confidential access credentials, must use appropriate minimisation and pseudo-minimisation techniques (for example by entering the details of the apartment and staircase only of the property served by the energy meter, and keeping the identification data of the holders of Energy utilities safe).
- (e) The User guarantees that the User Data are not accessible to third parties and is responsible for all transactions and other activities carried out in the context of their User Data. If and to the extent that the User becomes aware of the fact that third parties are abusing their User Data, the User must immediately notify Sinapsi in writing or, if necessary, via e-mail.

6. SIM card lock / duration

- (a) The duration of the Service is indicated in the description of the Smart Gateway system supplied. During the contractual period, neither party shall have the right to withdraw from the contract. Sinapsi has an extraordinary right of withdrawal which can be exercised without notice in all the cases in which it is not able to provide the data, without any fault of its own, or if the mobile telephone network and other network providers are not able to provide the customer with additional local reception or in the event of breach by the customer.
- (b) Sinapsi is entitled to block access to the Service by the customer with immediate effect, if there is evidence that the User makes improper use of the Service (e.g. use for personal communications, violation of laws, illegal behaviour, etc.).
- (c) When accessing or using the Sinapsi Application, the User shall not:

- damage other people, especially minors, or violate their personal rights;
- breach public morality in its use;
- breach any intellectual property rights or any other proprietary rights;
- upload any content containing a virus, the so-called trojan horse, or any other programme which may damage the data;
- transmit, store or upload hypertext links or contents to which the User has no right, in particular in cases where such hypertext links or contents are in violation of confidentiality or illegal obligations;
- distribute unsolicited advertising or e-mail (the so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User must not solicit or request participation in lotteries, snowball systems, chain letters, pyramid schemes or similar activities.

(d) The user must keep the credentials safe in a suitable and secure way and must not share them

7. Special conditions

(a) Mobile communication services / conclusion of an individual contract.

The use of the Smart Gateway application includes mobile communication services and the provision of SIM CARDS. These are provided by Sinapsi to the User exclusively for the purpose of transmitting the data acquired by the Smart gateway to the user. The User must keep the SIM CARD safe and must not remove it from its location.

(b) Use of mobile communication services by the User.

The functioning of the mobile communication services for data transmission is guaranteed by Sinapsi for the countries referred to in point (d), except for the conditions of signal presence that must be verified by the user and of which Sinapsi can in no way be held responsible (see "Terms of supply of devices with integrated radio modem"). Browsing the Internet through a final device is not part of the Services covered in this contract.

(c) Sinapsi periodically provides the customer with reading data via e-mail, FTP/SFTP, or other methods which, when available, at the sole discretion of Sinapsi, will be listed in this contract or in any attachments connected to it.

(d) The Services provided by Sinapsi are limited to the following countries: Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary, Turkey and Switzerland.

(e) Modification of Services. Sinapsi is entitled to modify the Services without need for notice if this is necessary to satisfy legal or official specifications or technical requirements. This change can take place to the extent that the individual mobile communication Services and/or the use of SIM cards change to meet mandatory legal or official specifications or for technical reasons.

(f) Improper use/sale/customer rights. The Purchaser must ensure that any improper use of the SIM CARD and mobile communication by third parties is excluded. In the event of improper use, the Purchaser must immediately report it to Sinapsi, so that the SIM CARD can be immediately deactivated. In this case the customer is liable for any damage resulting from the use of the SIM card by unauthorised third parties.

8. Right to use information, software and documentation

(a) The information, software and documentation may not be distributed by the User to third parties at any time, nor rented or made available in any other way. Unless allowed by law, the User must not modify the software or documentation, nor disassemble, decode or decrypt the software or separate any part of it.

(b) Such information, software and documentation are protected by copyright laws and international copyright treaties, as well as other laws and conventions relating to intellectual property. The User must comply with these laws and, in particular, must not modify, hide or remove alphanumeric codes, trademarks or copyright notices either from information, or from software or documentation, nor from copies of the same.

9. Intellectual property

The information, trademarks and other contents of the Application of Sinapsi may not be modified, copied, reproduced, sold, rented, used, integrated or otherwise used in any other way without the prior written authorisation of Sinapsi.

- (a) With the exception of the rights of use and other rights expressly granted herein, the User is not granted any other rights and no obligation is provided for Sinapsi which requires the granting of further rights.
- (b) Sinapsi can use for free any idea or proposal memorised by a user on Sinapsi's Application for the development, improvement and sale of its products.

10. Hypertext links

Sinapsi's Application may contain hypertext links to third-party web pages. Sinapsi assumes no responsibility for the content of these web pages and does not make any representations about them or their contents or endorse them as its own, because Sinapsi does not control the information contained on such web pages and is not responsible for the contents and information contained therein. The use of these web pages is at the sole risk and danger of the user.

11. Responsibility for faults in ownership or quality

- (a) To the extent that the information, software or documentation are made available free of charge, any liability for quality faults or title of the information, software and documentation is excluded, in particular in relation to the correctness or absence of defects or the absence of claims or rights of third parties or in relation to the completeness and/or suitability for the purpose, except in cases of malice or fraud.
- (b) The information contained in the Sinapsi Application may contain specifications or general descriptions relating to the technical possibilities of individual products which may not be available in some cases (e.g. due to changes made by Sinapsi).

12. Other responsibilities, viruses

- (a) Sinapsi's liability for faults in quality and property rights is determined in compliance with the provisions of article 8 of these conditions of use. Any further liability of Sinapsi is excluded, except as provided for by law, for example under the law on product liability or in the event of fraud, gross negligence, personal injury or death, fraudulent concealment of a defect or in the event of violation of fundamental contractual obligations. Compensation for damages in the event of violation of fundamental contractual obligations is limited to the typical damage of the contract, which can be foreseen if it is not fraud or gross negligence.
- (b) Sinapsi makes every effort to keep the Application virus-free, however it cannot guarantee that it is. The user is required, for its own protection, to take the necessary safety measures to guarantee adequate conditions and to use an antivirus scanner before downloading any information, software or document.

13. Compliance with export control regulations

- (a) If the User transfers information, software and documentation provided by Sinapsi to third parties, the User must comply with all applicable national and international export control regulations. In each case of such transfer, the User must comply with the Italian and European Union export control rules.
- (b) Before any transfer to third parties, the User must in particular verify and guarantee, by means of appropriate measures, that:
- There will be no violation of an embargo imposed by the European Union, the United States of America and/or the United Nations;
 - This information, software and documentation provided by Sinapsi are not intended to be used in connection with weaponry, nuclear technology or weapons, if and to the extent that such use is subject to prohibitions or authorisations;
- (c) If it is necessary to allow the authorities or Sinapsi to carry out export controls, the User, at the request of Sinapsi, will promptly provide Sinapsi with all information relating to the particular end user, the particular destination and intended use of the information, the software and of the documentation provided by Sinapsi, as well as any restrictions on the control of existing exports.
- (d) The user shall indemnify and hold Sinapsi harmless from and against any claim, proceeding, action, fine, loss, cost and damage arising from or related to failure to comply with export control regulations and/or unlawful transfer of data by the user, and the user shall indemnify Sinapsi for all losses and expenses arising therefrom, unless such non-compliance was caused by the user. This provision does not imply a change in the burden of proof.

14. Protection of personal data, competent court, applicable law

- (a) Sinapsi undertakes to comply with the regulations in force concerning data protection. Sinapsi records, processes and uses personal and non-personal data provided by the Purchaser and by the user to fulfil their contractual obligations. For the registration, processing and use of personal data, Sinapsi will only use personnel or third parties who are subject to the compliance with data privacy.
- (b) Sinapsi reserves the right to process, record and use the data provided within the Application or on third-party servers.

15. Supplementary agreements

- (a) Any additional agreement requires the written form.
- (b) The competent court is the Court of Perugia.
- (c) The individual pages of Sinapsi's Application are managed and administered by Sinapsi and/or third parties. The pages comply with the applicable law in the country where the responsible company has its commercial residence. Sinapsi does not guarantee that the information, software and/or documentation of the Application are appropriate or available for viewing or downloading in locations outside of that country. If Users access Sinapsi's Application from a different country are solely responsible for compliance with all applicable local laws. Access to information, software and/or documentation of the Application from countries where such content is illegal is prohibited.
- (d) These Terms of Use are governed - and all disputes relating to or in connection with these Conditions of Use or the subject of the same will be solved in accordance with the Italian law.