

# GENERAL TERMS AND CONDITIONS OF SERVICE AND OF “LOGIKA CLOUD” SOFTWARE APPLICATION

## 1. DEFINITIONS

In these General Terms and Conditions of use and of the “LOGIKA CLOUD” service (hereinafter “GTUS”), the following terms have the following meaning:

- **Supplier:** Logika Control S.r.l. with registered offices in Nova Milanese (MB), Via Garibaldi, 83A, VAT No. 02473170963, Fiscal Code 11253460155. and registered in the Italian Business Register of Monza e Brianza under no. 1451082, in the name of its pro tempore legal representative Mr. Fabio Marco Udine.
- **User:** the registered user that has accepted the GTUS for access to the service, taking up the rights and obligations described therein.
- **Service:** the service offered by the Supplier, named “LOGIKA CLOUD”, consisting in the software application as better described in the GTUS.
- **Account:** the set of personal data provided by the User during their registration to the software application, susceptible to subsequent modifications, including the Username and User Password in particular.
- **Username or User ID or User Identification:** Alphabetic or alphanumeric identification code assigned to the User in order to use the Service, selected during the registration phase.
- **Password:** numeric or alphanumeric code generated by the User and attributed to the latter in order to use the Service.
- **Registration:** procedure to create an Account and collect data, with the explicit acceptance of the GTUS.

## 2. USE OF SERVICE AND ACCEPTANCE OF GTUS

2.1 Use of the Service by the user is allowed exclusively by the registered user, who has:

- 1) Viewed the informative note relative to the handling of personal data (attached to these GTUS – ATTACHMENT 1) and who has provided their consent for the handling of their personal data;
- 2) Accepted the GTUS.

2.2 The GTUS shall also be applicable to Services that may eventually be provided by the Supplier in the future, unless otherwise stated during the act of registration or upon the first supply of the new Service.

2.3 These GTUS, together with the Attachments cited as forming an integral and substantial part of the GTUS, replace and cancel any other agreements, whether written or verbal, previously stipulated between the Parties that refer to the same subject as these GTUS, and constitute the entire agreement between the Parties.

2.4 The users acknowledge and accept these GTUS without reserve and conditions, marking the checkbox at the bottom of the window that appears on the user interface during the first access, or any changes to the GTUS by marking the checkbox with the wording “I agree”.

2.5 The Supplier reserves the right to modify these GTUS, at their indisputable discretion, at any time and without prior notice. Users can check the updated wording of the GTUS at any time and each time they are updated by the Supplier, at the following address: "http://legal.logika.cloud"

### **3. DESCRIPTION OF SERVICE**

3.1 The Service is represented by a software application designed and supplied by the Supplier and made accessible through access to the web in SaaS (Software as a Service) mode, thus allowing the visualisation and management of data collected on-site by a transponder and the transmission of commands to the transponder itself.

3.2 In particular, the Service allows the User to monitor one or more plants and to decipher all information transmitted by the controllers through the transponder. The data is presented in a graphic form and can be classified and/or hidden through passwords on the controller, which are independent of the service account data.

3.3 The Service can be added to with new functions developed over time and existing functions can be modified and/or suppressed. Any modifications made shall be accessible to Users without the need for any specific communication by the Supplier.

3.4 In order to use the Service, it is necessary to access the World Wide Web (internet), either directly through the use of a personal computer or using other instruments (e.g. mobile devices) that allow access to web contents, and to pay all amounts due for said access. The Supplier undertakes to guarantee compatibility with as many devices and software (browsers) as possible, however does not guarantee compatibility with obsolete browsers and systems.

3.5 Costs for internet connections needed to use the Service and access the software application shall be at the expense of the User.

3.6 The Supplier does not guarantee the local, temporal or qualitative availability of the internet infrastructure necessary to transfer the data, and in particular does not guarantee that data transfer operations and the transmission of said data to the software constituting the Service, will be carried out within a predetermined time span.

3.7 The introduction of any changes to the Service, which may partially or entirely change the mode of use with respect to its current form, shall be covered and regulated by the GTUS.

### **4. Obligations relative to registration**

4.1 In order to use the Service, Users undertake to:

- provide the information requested during the registration procedure (hereinafter, Registration Data), taking responsibility to ensure that said information is constantly up to date, complete and truthful;

4.2 If Users provide false, inaccurate, outdated or incomplete information, or if the Supplier deems that the information provided by Users is false, inaccurate, outdated or incomplete based on their own discretion, the Supplier nonetheless reserves the right to deactivate, either temporarily or permanently, the relevant User's account and to prevent any subsequent use of the Service.

4.3 Users acknowledge and accept to allow the Software application to access the geographic location of their own device during use.

### **5. Account, password, Suspension and Interruption of Service**

5.1 At the end of the Service registration procedure, Users are assigned an account with a unique user ID

and confidential password (Access Credentials), for which Users are the sole and exclusive persons responsible, also in relation to all activities carried out using said credentials.

5.2 Users therefore undertake to:

- (a) immediately inform the Supplier of any unauthorised use of their password or account, as well as any other breaches of security rules about which they become aware;
- (b) disconnect their account at the end of every Service session.

5.3 In no way shall the Supplier be held liable for any damage resulting from failure to comply with the aforementioned article 5 and/or for use of the Service by way of a User's telematic device used by third parties that have not been authorised by Users. Users are aware that in order to regulate access to the Service, authentication is granted exclusively further to verification of the User ID and password used by the User. Users are therefore responsible for the safekeeping and correct use of their own account, User ID and password providing access to the Service, as well as any consequent damage or pre-conception that may be incurred to the Supplier or third parties, following the incorrect use, loss, theft and/or compromised confidentiality of the account, User ID and password used by said Users.

5.4 All operations carried out by way of the account, User ID and password used by the Users involve the automatic attribution to the Users of said operations and requests made, without any exceptions whatsoever. Users acknowledge and accept that the Supplier may always produce proof of operations carried out by Users, and more generally of relations with said Users, obtained by computer systems and procedures used by the Supplier to regulate access to the Service.

5.5 Should Users become aware of use that is non-compliant with the contractually intended use of access credentials, they must immediately inform the Supplier, which shall have the right to disable access to the Service. In said case, the service will be reactivated by the Supplier only after receiving written communication by the user.

5.6 Users acknowledge and accept that the Supplier may, at their sole discretion, deactivate the password and account or interrupt use of the Service in cases where the Supplier believes there to have been breaches or actions considered incompatible or in conflict with the spirit or wording of these GTUS.

5.7 Users acknowledge and accept that their access to the Service may be suspended or interrupted in accordance with that set forth by these GTUS without prior warning and without incurring the right to claim for any compensation resulting from said suspension and/or interruption to access to the Service.

5.8 In the case of interruption, termination or suspension of the service due to force majeure, the Supplier shall do everything possible to maintain registrations and allow recovery, in any case without assuming any onuses or obligations in this regard.

## **6. Obligations of the user**

6.1 Users take sole responsibility for all activities carried out while using the Service and undertake to release and hold harmless the Supplier from any claims, demands or threats relative to or resulting from use or abuse of the Service.

6.2 Users undertake to use the Service solely for lawful scopes compliant with laws in force, for legitimate uses and practices, and undertake (for example and not limited to):

- not to pursue unlawful scopes or profit-making scopes, indemnifying the Supplier for all consequences resulting from the unlawful use of the Service, by themselves or others;
- to abide by the rules of fair and correct conduct when using the Service;
- not to collect, diffuse in any way or without authorisation, personal or sensitive information of other users of the Service, including for example and not limited to, telephone numbers, contacts, multimedia contents, conversation logs, positions, etc., having unlawfully acquired them from the

software application, servers or transmission between these (also in cases where said information is accessible due to technical defects of the Service);

- not to use the Service for the purpose of solicitation or commercial spam;
- not to publish (where this is possible using the Service, also in future potential expansions) false information and/or declarations that may damage the Supplier or third parties or other users of the Service;
- not to publish (where this is possible using the Service, also in future potential expansions) unlawful, obscene, offensive, defamatory, slanderous, racially or ethnically offensive communications, or communications that encourage behaviour that may constitute types of offences, give rise to civil liability, breaches of the law, or in any case which are considered inappropriate;
- not to publicise or diffuse third-party activities;
- not to act as another person;
- not to provide false or imaginary personal information (for example but not limited to, fictitious or invented names etc.) through one's own account information;
- not to transmit or file (where this is possible using the Service, also in future potential expansions) materials containing computer viruses, works, trojans or other damaging codes, files, scripts, agents or programmes;
- not to interfere with or interrupt the integrity or the performance of the Service or the data contained therein;
- not to use or launch automated systems (including for example but not limited to, robots, spiders or offline readers) that access the Service and send multiple requests to the Supplier and/or User's server in a certain period of time, in a greater quantity than what a human being could reasonably produce in the same period of time using a standard web browser or mobile applications available to the public.

6.3 Users undertake to inform the Supplier of any breaches to the above-described obligations or unauthorised use of the Service.

## **7. Obligations of Supplier of Service**

7.1 The Supplier undertakes to use all computer tools intended to protect materials and data acquired through use of the Service, and to constantly update said tools in order to guarantee the highest possible level of safety and confidentiality for the user.

7.2 Under no circumstances may the Supplier and their functionaries, executives, employees, agents, partners, sub-suppliers be considered liable for any direct, indirect, incidental, special, punitive or consequential damage of any type, resulting from access to and use of the Service, any type of unauthorised access to or use of the servers and/or all personal information and/or accounting / managerial information stored therein, any interruptions or terminations of transmissions from or to the servers, any bugs, virus, trojans or similar, which may be communicated through the Service by third parties, any errors or omissions in any of the contents or any loss or damage of any type as a result of using the contents of the Service, and/or the diffusion of any information in accordance with these GTUS or privacy policy. The above-described limitation of liability shall be applied to the maximum extent allowed by the law within the applicable jurisdiction.

## **8. Limits of liability**

8.1 The Supplier undertakes to guarantee the best possible performance of the Service, however shall not be held liable in any way for any shortcomings in the Service due to causes not attributable to said Supplier, such as, for example but not limited to, technical problems, interferences, non-fulfilments, inefficiencies or technical problems attributable to third parties, interruptions to the computer network necessary for connection in order to use the Service.

8.2 All data supplied by Users is saved and stored in technological platforms either owned or granted for use by third parties, with total respect for the security of the data supplied.

8.3 In the case of modifications to or the suspension of the Service, as well as in fortuitous cases or in the event of force majeure, the Supplier shall not be held liable for the insufficient or defective supply of the

Service, nor shall it respond to claims for any loss, damage or harm suffered by Users, whether directly or indirectly, whether foreseeable or unforeseeable.

8.4 Taking into account the exponential nature of technological evolutions tied to the performance of the Service, the Supplier can guarantee neither the absolute security of the Service nor the total absence of anomalies.

8.5 Users accept that they are responsible for use of the Service from their own device and undertake to control access or use by third parties, accepting to indemnify the Supplier for all consequences resulting from any type of breach, unlawful or improper use of their account or the Service by third parties that may use the User's account.

8.6 The Supplier cannot be held liable in any way for any direct or indirect damage resulting either from communications and contents transmitted through the Service, or due to the delayed or failed delivery of communications sent through the Service.

8.7 The Supplier does not provide any guarantee or declaration regarding the completeness of the Service and shall not be held liable for any errors or imprecisions, harm or damage of any nature resulting from use of the Service, any unauthorised access or use of technological platforms and/or all information stored therein, interruptions or terminations to transmissions from and to servers, any bugs, viruses, trojans or similar that may be transmitted through the Service or through the transmission of data by way of third-party actions, and/or any errors or omissions of contents, any loss or damage of any type suffered following the use of any published contents, sent via email or in any case made available by the Service.

8.8 Users agree to release and hold harmless the Supplier from and against any claims, damage, obligations, loss, liability, costs or debits and expenses resulting from use of and access to the Service, the breach of any terms in these GTUS, the violation of any third-party rights, including without limitation any violation of copyright laws or privacy rights.

8.9 Users are obliged to satisfy all instructions communicated by the Supplier for the correct operation of the Service.

8.10 The Supplier reserves the right to interrupt any aspect of the Service at any time, without prior warning, to remove any material non-compliant with the above at any time, with or without notification by other Users, with or without prior warning.

## **9. Information on the protection of personal data**

9.1 By using the Service, Users declare and accept that the Supplier, in full respect of the principles and provisions set forth by Legislative Decree no.196/2003 (Personal Data Protection Code) and subsequent amendments, may access, store and handle the user's personal data and any information necessary for the Service to work, or the relative services provided with the Software application present in the terminal.

9.2 Users acknowledge that use of the Software application through which the Service is provided involves the transmission of data through an electronic communication network, and that the data handled is that necessary for the correct operation of the Service and its relative functions.

9.3 Data provided directly by Users or automatically acquired by the Service functions are collected and handled also to fulfil obligations set forth by European Union and national legislation, including laws, pro tempore regulations in force and provisions issued by authorities authorised for said purpose, as well as for purposes linked to the protection of the public order and the ascertainment and repression of criminal offences.

9.4 The Supplier shall not be held liable for any loss or damage resulting from the communication of data, which occurred during use of the Service.

- For the intents and purposes of article 13 of the Personal Data Protection Code, the Supplier informs Users that registration data provided by Users is collected and used by the Supplier also through computer tools and procedures, for the following purposes:
  - (i) purposes directly connected and instrumental to the provision and management of the Service, in compliance with these GTUS;
  - (ii) surveys and/or data processing of a statistical nature. For needs tied to the centralised provision of electronic and/or instrumental activities for the management of the Service, certain personal data may be stored on third-party electronic media for said purposes.
- The provision of registration data is optional, however the Supplier informs the User that the failure to provide all or part of the data expressly indicated as necessary to fulfil the purposes described in the previous point 9.5, shall make it impossible for the Supplier to provide the Service.
- Certain data may be communicated by the Supplier for all the previously described purposes, to third parties appointed for the execution of activities directly connected to and instrumental for the provision of the Service.
- In accordance with art. 4 lett. F of Legislative Decree no.196/2003, the data controller is Logika Control S.r.l. with registered offices in Nova Milanese (MB) Italy via Garibaldi 83/A.
- Article 7 of the Personal Data Protection Code grants the interested party the possibility to exercise specific rights, including the right to obtain confirmation from the Data Controller of the existence or otherwise of their own personal data and to request its availability in an intelligible form; the right to be informed of the origin of the data as well as the logic and purposes based on which it is handled; to obtain its cancellation, transformation into an anonymous form or request the blockage of data handled in breach of the law, as well as request that the data be updated, rectified or integrated; to oppose its handling, for legitimate reasons, or oppose its handling for marketing and commercial information purposes, at any time. To exercise said rights, Users can contact the Supplier directly at the following email address [info@logikacontrol.it](mailto:info@logikacontrol.it) inserting the following wording in the subject "Exercise of rights ex art. 7".
- The Supplier undertakes, in compliance with these GTUS, to safekeep the data inserted and provided by Users and generated by the latter through the use of the Service, and to make said data available for processing through the tools offered by the Service.
- It remains implied that once said data has been inserted in the database linked to the Service, data inserted, generated and/or processed through the Service - with the exception of registration data and access credentials - is and shall remain the exclusive property of the Supplier.
- In any case, the data shall remain accessible to Users through the World Wide Web, also guaranteeing the availability of said data in an exportable mode for the entire period during which the Service is used.
- More detailed information on the use of personal data by the Supplier can be found in the "Privacy Policy" attached to these GTUS (ATTACHMENT 1).

## **10. Intellectual property rights of the Supplier**

10.1 The design of the Service, the graphics, the interactive functions and similar, the texts, brands and logos contained therein, the software necessary to operate and use the Service, are the property of the Supplier and are thus protected by intellectual and/or industrial property laws. Users therefore undertake not to modify or disclose in any way (either free of charge or at a cost) that indicated in this article and not to distribute, diffuse or create works based in whole or in part on the Service.

10.2 Users undertake not to carry out, either directly or indirectly, any of the following activities (for example but not limited to): copy, modify, distribute, create works derived from the source code, sell, transfer, grant under sub-licence, or otherwise transfer any rights relative to the use of the Service.

10.3 Users undertake not to use the Service differently to that expressly set forth in the GTUS, including any use, copying or distribution of the information inserted by third parties, obtained through the Service, for purposes not pertinent to the use of the Service.

10.4 For the sole purpose of using the Service, the Supplier grants the User a personal non-transferable and non-exclusive licence to use the Service, it remaining in any case implied that the User cannot carry out any of the actions described in the previous points 10.1, 10.2 and 10.3. Provisions relative to the licence agreement signed by the Supplier and User remain valid and are considered an integral part of these GTUS.

10.5 The “Logika Control” brand and logo, as well as the “LOGIKA CLOUD” Service brand are proprietary brands of the Supplier itself. Users undertake not to use the above-mentioned brands in any way without the express consent of the Supplier.

## **11. Communication**

11.1 Any correspondence between the Supplier and Users relative to use of the Service must occur in writing and unless otherwise explicitly stated by the GTUS, may be transmitted either by certified electronic mail or ordinary mail (without prejudice to the limits of certification of transmission and receipt of communication sent via ordinary email).

11.2 Users acknowledge and henceforth provide their consent for the Supplier to provide communication regarding modifications to these GTUS or other communications relative to the Service, by inserting a general notification or links to said notifications within the Service, which once inserted in the Service system shall be considered as known and/or in any case available for knowledge.

## **12. Applicable law and competent court**

12.1 These GTUS and relations between the Supplier and Users shall be regulated by the laws of the Italian Republic.

12.2 For all disputes that may arise in relation to the interpretation and execution of these GTUS, the Supplier and Users expressly agree that the court of Monza (MB) shall have exclusive competence, with the exclusion of all other courts, notwithstanding ordinary competence criteria.

## **13. Various**

13.1 These GTUS and consequent rights and licences cannot be transferred or granted by Users, but rather can be granted only by the Supplier without restrictions.

13.2 In the event the Service is sold or transferred, on whatever basis, to third parties, the Supplier reserves the right to transfer or grant any information eventually collected as part of said sale or other change of control.

13.3 The waiving of one or more clauses in these GTUS, even reiterated, shall in no way be construed as tacit abrogation and/or modification.

13.4 If a clause or condition in these GTUS and/or the application of the same proves to be illegal, invalid, ineffective or inapplicable, either in whole or in part, for any reason whatsoever, it shall be considered separable from all other clauses or provisions, the validity and efficacy of which shall in no way be compromised.

13.5 The eventual tolerance and/or failure to dispute facts that may be configured as equivalent to non-

fulfilment by the other party with respect to the obligations assumed for the intents and purposes of these GTUS, may in no way be interpreted as a renunciation by the fulfilling party of their relative right, which remains intact and can be exercised at any time within the limits of the law and these GTUS.

### **Express approval of clauses ex art. 1341 and 1342 of the Italian Civil Code**

By accepting these GTUS for access to the Service, Users declare and accept to specifically and expressly approve, in accordance with that set forth by articles 1341 and 1342 of the Italian Civil Code, the following clauses:

3.7 (description of service), 4.2 (Obligations relative to registration), 5 (Account, password, suspension and interruption of Service), 6 (Obligations of user), 7 (Guarantee and liability), 8.2 (obligations and responsibilities of supplier of service), 9.4 (Information on protection of personal data), 10 (intellectual property rights of supplier), 12 (applicable law and competent court).

### **Information on personal data handling**

Logika Control S.r.l. (identified as the Supplier in the GTUS and as the Producer / Retailer in the sale contract of the Licence Agreement), executor of the "LOGIKA CLOUD" service provided to all addresses that end with logika.cloud, VAT no.

02473170963, in the capacity of Data Controller of your personal data, for the intents and purposes of Legislative Decree no. 196 of 30th June 2003 (Personal Data Protection Code), hereinafter the "Privacy Policy", which replaced law no. 675/1996, informs you pursuant to ex art. 13 (previously art. 10 law 675/1996), that the purpose of the above-mentioned law is to protect persons and other subjects with respect to the handling of personal data based on principles of correctness, legitimacy, objectives, necessity, exactness, pertinence and non-redundancy. Your personal data shall be handled in compliance with and in respect of the legislative obligations set forth by the cited law, to guarantee your resulting rights and the agreed confidentiality.

### **Purposes of handling**

The data collected, spontaneously provided by yourself, shall be used for the following purposes:

- Provision, management and operation of the service named "LOGIKA CLOUD";
- Provision and management of the service for the transmission of periodic newsletters relative to the "LOGIKA CLOUD" service;
- Internal statistical processing;
- To provide information about future commercial initiatives and/or provide new services by the company Logika Control S.r.l.;
- For promotional activities in relation to commercial offers by Logika Control S.r.l. and/or its affiliated and controlled companies or commercial partners;
- To provide communication in an anonymous form to third parties for the execution of instrumental activities intended for the provision, distribution, commercialisation of the service;
- To satisfy the obligations set forth by the law, regulations, European Union legislation.

### **Handling methods**

Personal data handled both in a printed and electronic form, shall be handled using the following methods:

- Creation of a personal profile or so called account, as provided for by the GTUS;
- Creation of an account through registration with the consent and acceptance of the user, manifested during the act of registration itself, as provided for by the GTUS;
- Handling using informative and electronic means, also in an anonymous form.

Data shall be handled only by personnel expressly authorised by Logika Control S.r.l. At any time, you can



request that data relative to you be cancelled, updated, rectified, integrated or communicated, and more generally, you can exercise all rights attributed by art. 7 of the Privacy Code described below.

Art. 7 Right to access personal data and other rights:

1. The interested party has the right to obtain confirmation of the existence or otherwise of personal data about themselves, even if it has not yet been registered, and for said data to be communicated in an intelligible form.
2. The interested party has the right to obtain information regarding:
  - o a) the origin of the personal data;
  - o b) the purposes and methods of handling;
  - o c) the logic applied in the case of handling carried out with the aid of electronic instruments;
  - o d) the identifying details of the data controller, responsible persons and designated representative pursuant to article 5, paragraph 2 of Legislative Decree no. 196 of 30th June 2003;
  - o e) the parties or categories of parties to which the personal data may be communicated or that may become aware of said data in the capacity of designated representative in the territory of the State, responsible or appointed persons.
3. The interested party has the right to request: a) updates to, rectification, or if desired, the integration of data; b) the cancellation, transformation into an anonymous form or the blockage of data handled in breach of the law, including data that does not need to be stored for the scopes for which said data was collected or subsequently handled; c) attestation that the operations described in letters a) and b) have been brought to the knowledge of those to whom said data was communicated or diffused, also in relation to its contents, except in the case said fulfilment proves to be impossible or involves the use of manifestly disproportionate means with respect to the protected right.
4. The interested party has the right to oppose, either in whole or in part: a) for legitimate reasons, the handling of their personal data even if it is pertinent to the scope for which it was collected; b) the handling of their personal data for the purpose of sending marketing material or for direct selling purposes or to perform market surveys or send commercial communications.

All data is handled in compliance with the methods described in articles 11, 31 and following of the Privacy Code through the adoption of the minimum security measures set forth by the technical guidelines.

We inform you that personal data which can be used to infer racial and ethnic origins, religious, philosophical or other types of beliefs, political opinions, adhesions to political parties, unions, associations and organisations of a religious, philosophical, political or union nature, as well as personal data that can be used to infer health status and sexual habits pertinent to health, is sensitive data. Said data, along with judiciary data, if spontaneously provided, shall not be the object of handling without your prior written consent.

### **Provision of data**

The provision of your data is optional; in any case, failure to provide - even in part - the data indicated as “necessary” for the fulfilment of the purposes of the service offered, shall make it impossible for Logika Control S.r.l. to provide the “LOGIKA CLOUD” service. In any case, only data strictly necessary for the intended purposes shall be registered and subsequently processed, for a period of time no greater than that necessary to achieve the scope for which the data is handled and for it to be cancelled.

### **Data Controller**

The Data Controller is:

Logika Control S.r.l., via Garibaldi 83/A Nova Milanese (MB) postal code 20834 – Italy- VAT no. 02473170963, Fiscal Code 11253460155, registered in the Italian Business Register of MONZA E BRIANZA under no. 1451082 - Email: [info@logikacontrol.it](mailto:info@logikacontrol.it)

By clicking on “accept” below, the undersigned confirms to have been previously informed by the data controller regarding: a) the handling purposes and methods to which data will be subjected; b) the nature of the provision of data; c) their rights as per art. 7 of Legislative Decree no.196/2003; d) the identifying details of the data controller.

For receipt and acknowledgement pursuant to art. 13 of Legislative Decree no. 196 of 30th June 2003.