

## SOFTWARE LICENSE AGREEMENT FOR THE USE OF THE AIDme SERVICE

### TERMS OF SERVICE

#### Introduction

The following terms and conditions constitute the User Agreement ("the Contract") between the user (the "Customer") and Audens Srl, which is the owner and manager of . This Agreement regulates the use of the services offered by the Company through the aidmenfc web service. Please take the time to read and understand our cookie policy and our privacy policy <https://aidmenfc.cloud/privacy-aidmenfc>. By using the services and web service offered by the Company, the user confirms the acceptance and binding nature of all the terms and conditions contained in this Agreement and the practices relating to the Company's handling of personal data as described in the Privacy Policy.

#### Definition

For the interpretation of these terms and conditions, the following terms have the following meanings:

- a)** Company: Audens Srl
- b)** Customer: the purchaser of the Services offered by the Company;
- c)** Parties: the Company and the Client considered jointly;
- d)** Web service: web data collection service owned and managed by Audens
- e)** Services: the services described and identified in these terms and conditions established between the Company and the Customer;
- f)** User agreement: the agreement between the Company and the Customer in relation to the Terms of Service;
- g)** Terms of service: these terms and conditions;
- h)** Specific conditions: any provision added to these Terms of Service and Sale.

#### Contacts

The AIDme data collection web service available at the link <https://aidmenfc.cloud/> is owned and operated by Audens Srl, a company incorporated under Italian law established at Via Rossini 4, 20122 Milano (MI) - Italy, VAT number no. 04981970280.

## **Application of the Terms**

These Terms and Conditions apply solely to the AIDme web-based data collection service at the link <https://aidmenfc.cloud/>. These Terms of Service shall prevail over all the terms and conditions established with the Customer, even in the absence of a specific objection to the application of the same Terms of Service.

No modification or modification to these Terms of Service will be legally binding and effective between the Parties unless a written agreement is signed by a duly authorised representative of the Company.

## **Purpose of the service**

AIDme is a life-saving bracelet based on NFC technology that ensures that medical and emergency information can be made available to rescuers in case of need or unconsciousness. This information is stored on a web service owned by Audens Srl available at the link. AIDme works with any latest generation NFC-enabled smartphone, without any dedicated APP and it can be easily updated via the bracelet's interface. Various personal details can be stored, including blood type, allergies, intolerances, medications, personal physician's name, emergency numbers and any other information considered necessary. Joining the AIDme web-based data storage service is free of charge; the only cost is for the purchase of the life-saving bracelet.

The AIDme web service available at the link <https://aidmenfc.cloud/> has the sole purpose of providing access to the medical data entered by the user.

## **Personal data and registration on the service/account**

To set up your account, you will need to provide an email address and create a password (these are referred to as your credentials). You are responsible for keeping your password confidential and alerting us if your password has been compromised or stolen. Similarly, you are also responsible for the truthful insertion of the data and keeping it continuously updated.

Once you have set up your AIDme account, you will also be able to add any relevant medical data to your electronic medical records.

Important: when you register as a customer and/or configure your AIDme account to access your electronic medical records, you must provide information that is truthful, accurate, updated and comprehensive. You also agree not to publish, post, transmit or disclose information that could lead to a crime or that could damage the Company.

The data in your record may include:

- personal details such as name, age, address and other contact information;
- any clinically relevant information such as smoking, alcohol consumption and weight;
- past or ongoing medical treatments;
- medications taken and/or previously prescribed and any known reactions to medications in the past;
- information on allergies and/or chronic conditions;
- additional health-related information or medical test results

The Company confirms that all personal data, including sensitive personal information collected during the course this Agreement, is kept strictly confidential and will not be sold, reused, loaned or otherwise disclosed unless clearly indicated at the time of collection or in the event that you have given your explicit written consent.

You have the right at any time to request to view or receive a copy of your medical records and all

other data concerning you held by the Company. A detailed explanation of your rights and the how the Company protects your personal information is provided in the Privacy Policy.

## **Minors**

Given the delicate nature of health-related information, minors cannot register for the service without the specific written authorisation of their parents or guardian, to be sent to the email address [informazioni@audens.net](mailto:informazioni@audens.net) via email containing the subject: Authorisation of Minor - Name Surname (The Name and Surname of the Minor must coincide with those of the registered user).

## **Limitations of liability**

The user is solely responsible for the truthfulness and updating of the information entered in the AIDme web services owned by Audens Srl: in this regard Audens Srl declares itself to be relieved of all responsibility for any untruthful or erroneous data.

It is entirely reasonable for the user to come into contact with various medical professionals, clinics and hospitals in the event of a medical emergency. However, the Company is not engaged in any partnership, joint venture, employer/employee relationship, principal/agent relationship or any other similar relationship with medical professionals, clinics and hospitals expected to access data in the event of medical emergencies. By entering into this User Agreement, the user commits to hold harmless and indemnify the Company, its officers, directors, successors and employees from and against any liability, cost, expense for damages and legal fees of any kind, character or nature deriving from or attributable to all the acts and/or omissions committed by the medical professional, the clinic or the hospital during the provision of its medical services to the user, to the Customer.

Furthermore, in no event will the Company or any of its officers, directors, successors, employees, affiliates or third parties with whom it collaborates be held liable for any direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the web service and/or any of the Company's services or for the costs of acquiring replacement services or resulting from unauthorised access to or modification of the data.

It is understood that the Company's obligation concerns only means but not results; therefore the Company cannot be held responsible in the event that access to the user's personal data or the data itself is not considered satisfactory by the Client or by any medical/clinical/hospital staff.

The system may be momentarily suspended for maintenance, updating procedures or other technical requirements. In such cases, a warning message will be displayed.

It should be noted that the website will be unreachable in the absence of signal or internet coverage. It is necessary to have an active internet connection to view and operate on the system. It is also specified that costs related to telephone and/or data connectivity are not included in the web service offered by Audens. In particular, the costs of connectivity or voice traffic for the use of the Service will derive from the telephone and/or data traffic generated by the use of the same and the telephony and/or internet services provider shall apply the rates envisaged by the User's traffic plan. Audens srl is in no way responsible for the aforementioned connectivity costs, nor for the provision and operation of the voice and/or data connectivity service.

Users acknowledge their responsibilities for Personal Data related to third parties published or shared by the Application and warrant that they are entitled to disclose or disseminate said data, releasing the Controller from any liability to third parties.

## **Complaints**

Any complaints can be sent to the following address: Audens Srl, a company established under Italian law at Via Rossini 4, 20122 Milano (MI) - Italy, VAT number no. 04981970280 defining the subject of the notice as "complaint".

## **Force Majeure**

Audens srl cannot be held responsible and will be relieved of any contractual obligation to make or supply the Service and will not be required to pay any compensation in the event of causes not attributable to it or force majeure events that prevent the fulfilment of its obligations, such as, for example, social disturbances, telephone or computer faults or serious damage to the security and functionality of the Internet.

### **Methods of use and compatible equipment**

In order to use the Service, it is necessary to use a common browser (compatible with html4 or higher) installed by default on each smartphone or on the latest generation of PCs.

The list of compatible systems may be updated by Audens srl at any time and at its discretion. The User confirms that he/she has read the list of compatible systems and shall strictly adhere to them.

Audens srl assumes no responsibility, except where established by mandatory legal provisions, and cannot guarantee the correct provision of the Service in the event that the Customer does not use equipment/devices compatible with the operating systems described above or uses them in breach of the recommendations for use provided by the respective manufacturer.

### **Copyright**

Audens Srl owns or holds licenses for the intellectual property rights of all the components of the AIDme system. This web service is strictly for personal use and customers/users may not sell, redistribute or otherwise use the information contained therein for commercial purposes. Any violation or violation will be prosecuted to the maximum extent permitted by law.

The web service and the know-how incorporated therein are and will remain the exclusive property of the Company and Customers are not permitted to apply any alterations or modifications. The use of this web service does not involve the granting of any licence related to the use of the same web service.

### **Notices**

At its sole discretion, the Company may modify this User Agreement and the Privacy Policy at any time and such updates or changes will be promptly notified to you via email. The modified document will also be published on this web service.

### **Contract duration and termination**

The Contract will enter into force for an indefinite period starting from the date of acceptance of these Terms of Service.

The Company may terminate or suspend your AIDme account and/or your registration as a user of the web service, without notice, in the event of a serious breach of these terms and conditions or should it be necessary to safeguard your interests and your personal data.

You also have the right to stop using our services at any time and you can do so by means of one or more of the following options:

- If you have an account, you can delete it along with your profile and credentials by choosing the "Delete my account" option;
- If you wish the Company to permanently delete all your personal data, you must do so in writing by submitting an explicit request or an email to [informazioni@audens.net](mailto:informazioni@audens.net);
- If you wish to suspend your account for a period of time, no action will be required from you. The Company will safeguard your personal data for a maximum of 5 years, after which, if your account is inactive or if you have not used our services, we will contact you to suspend your

accounts and delete all relevant data.

### **Applicable legislation and jurisdiction**

This User Agreement will be governed and interpreted according to Italian law.

For any dispute concerning the termination, validity, interpretation or execution of this User Agreement, the Parties will first seek to resolve it amicably; if the Parties are unable to reach a solution in a short time, the dispute will be definitively resolved by the Court under the jurisdiction of which resides the registered office of the Company.

### **Final provisions**

Neither this User Agreement nor any right in this document may be assigned by either Party without the prior written consent of the other.

This User Agreement replaces and cancels any previous agreement or understanding, whether oral, written or implied, with respect to the subject matter of this Agreement and constitutes the entire Agreement between the Parties.

No modification or modification to this User Agreement will take effect unless it is stipulated in writing by duly authorised representatives of both Parties.

Should a court of competent jurisdiction consider any provision of this Agreement to be illegal, invalid or unenforceable, such provision shall be severable from this Agreement without affecting the enforceability of any remaining provisions and such illegal, invalid or unenforceable provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable.

### **Privacy**

Pursuant to the General Data Protection Regulation EU 679/2016 (GDPR), the Company informs the Customer as follows: a) your data will be processed and/or disclosed to third parties (banks, our operators, external consultants, etc.) In accordance with the aforementioned regulation, for the execution of the User Agreement existing between us; b) Audens srl established in Via Rossini 4, 20122 Milano (MI) - Italy, VAT number no. 04981970280, informazioni@audens.net is the Data Controller; c) the Customer is entitled to exercise the rights referenced in GDPR EU 679/2016 and in particular: to receive confirmation that personal data are being processed and, in this case, to access them (right of access - Article 15 of GDPR (EU) 2016/679); to amend incorrect personal data or to supplement incomplete personal data (right of rectification - Article 16 of GDPR (EU) 2016/679); to delete such data in the event of one of the aforementioned circumstances as envisaged by the EU GDPR (right to erasure - Article 17 of GDPR (EU) 2016/679); to restrict the processing of data in the event of one of the circumstances envisaged by the EU GDPR (right of restriction - Article 18 of GDPR (EU) 2016/679); to receive personal data submitted to the Data Controller in a structured, commonly readable and automated format and to forward such data to another Data Controller (right to portability - Article 20 of GDPR (EU) 2016/679);

The Customer also has the right to withdraw consent to the processing of personal data at any time, without prejudice to the lawfulness of the processing based on the consent given prior to the revocation and to oppose the processing at any time (right of opposition - Article 21 of GDPR (EU) 2016/679).

In order to exercise the aforementioned rights and obtain information on the possible transfer of data to a third country, the Customer can submit an explicit written request to:

Audens Srl Via Rossini 4, 20122 Milano (MI) - Italy, VAT number no. 04981970280, informazioni@audens.net

Without prejudice to any other administrative or judicial appeals, the Customer has the right to file a complaint with a supervisory authority if he/she considers that the processing of his/her data violates GDPR (EU) 2016/679.