

**Icona
Acty Mobile and Web
App licence agreement
Release 2.0**



Acty Mobile and Web App licence agreement

IMPORTANT: Please read the terms and conditions of this licence agreement ("Licence Agreement") carefully before accepting them and then downloading, installing and/or using the software.

ICONA SRL will only license the software if all the terms of this license agreement are accepted.

When downloading or installing the software, and clicking on the "I accept" button, or providing your consent in another way, you are agreeing to the terms and conditions of this license agreement.

If you do not wish to agree to these terms and conditions, click on any of the following buttons: "Cancel", "No" or "Close Window", or indicate your refusal in an alternative manner. Following this, you must cease from using/downloading the software.

Definitions

Client/Licensee: the company or private individual who has signed a licence agreement with ICONA S.r.l. for the use of ACTY software, and who provides the remote technical support service requested by the User.

User: the natural person, legal person, consumer or professional/technical user, who is requesting remote technical support from the Client/Licensee.

ACTY Service: remote video technical support that enables the Client/Licensee to interact directly with the User; this service also provides the Client/Licensee with the potential to store data and/or content locally or in a cloud.

ACTY Software ("PC/APP"): the remote video support software used by the Client/Licensee in the "Acty Master" mode, enabling them to provide support.

ACTY Software - Mobile Version ("Mobile/APP"): the mobile version of the remote video support software, which can be used (i) by the User in the "Acty Slave" mode to request and obtain support and (ii) by the Client/Licensee in the "Acty Master" mode to provide support.

ACTY Software - Web Version ("Web/APP"): the web version of the remote video support software, which can be used (i) by the User in the "Acty Slave" mode to request and obtain support.

Contents: the material that can be acquired and archived through the ACTY Service (by way of example only: photographs, videos, etc.).

ACTY Account: the access credentials ("Username" and "Password") assigned to the Client/Licensee to access the PC/App or Mobile/App in the Master mode, enabling them to use the service.

1. Purpose

- 1.1. The following agreements govern the contractual relationship between ICONA SRL ("ICONA") and the User or Client/Licensee, as users of the Mobile/APP and the Web/APP.
- 1.2. Upon the User or Client/Licensee accepting these terms and conditions, Icona grants them a licence, free of charge, which is non-exclusive, non-transferable, and without territorial limits, to use the Acty Software – both the Mobile Version ("Mobile/APP") and the Web Version ("Web/APP").
- 1.3. Downloading, installing and using the Mobile/APP or Web/APP
 - By accessing the “slave” mode, the User can request the Client/Licensee to provide maintenance services or remote technical support;
 - By accessing the “master” mode, the Client/Licensee can provide the User with the maintenance service or remote support that has been requested.

2. Legal ownership of the software

- 2.1. ICONA is the sole owner of the ACTY software, the brand, the interactive functions, and the services associated with the APPs, as well as the design, script, and graphics of the APPs as created by the developers.
- 2.2. ICONA is the sole owner of any improvement, update, modification or integration of the Mobile/APP and the Web/APP, as well as any copyrights, patents, commercial information, know-how, trademarks, and intellectual property rights represented in the Mobile/APP and the Web/APP.
- 2.3. This licence, including warranties and indemnities, will apply automatically, and on the same terms, to any subsequent updates and/or improvements of the software.

A copy of the software is not sold with this licence, for the software remains the exclusive property of ICONA, but it does grant you a right to use the software within the limits of this licence.

3. Terms of User Registration and Acceptance of Terms of Use

- 3.1. The User using the APP can access the service either as a "Registered User" or as an "Anonymous User" in the following ways:
- a) The User can download and install the APP by registering their details, i.e. by entering their NAME and SURNAME, DATE OF BIRTH, SEX, and E-MAIL address in the form provided, thus creating their own Account with a "Username" and "Password". The user will then be required to validate their account through email. Only after the registration procedure has been completed, can the User select the support service they wish to use.
 - b) Alternatively, the User can register for the service by using their Google account, giving declared consent for ICONA to receive and use the personal data provided by them when they registered with Google, through Google's IT interface. ICONA will process and use this data in order to register the User.
 - c) The User can also access the service as an "Anonymous" user, meaning that they are not required to enter their e-mail address; instead, they can use a unique, randomly generated code to access the system.
 - d) The Client/Licensee using the APP can access the Service by using their "Acty Account", obtained when installing the Acty APP/PC Software.

4. How the apps should be used

- 4.1. The User and the Client/Licensee must use the APPs in accordance with the principles of good faith and fairness, not using them for illegal or fraudulent purposes or activities.
- 4.2. It is expressly forbidden for the Client/Licensee, the User and their assignees:
- to transfer/sell this contract;
 - to grant sublicenses;
 - to bypass or evade the technological protection measures provided with the software or related services;
 - to copy, modify, translate, adapt, rework, disassemble, decompile, decode or exploit the data or programs, or authorise third parties to do so;
 - to separate software or service components with the purpose of using them on different devices;
 - to publish, duplicate, rent, loan, lease, sell, export, import, distribute the software or services, or grant anyone the right to use them;

- to transfer the software, this licence, or any rights to access or use the services;
- to use the services in an unauthorised way that may interfere with others using the services, or impede access to services, data, accounts or networks;
- to communicate any acquired information to third parties or use it for the development, production or marketing of software that is almost like-for-like in its expressive form, or use this acquired information for any other activity that infringes on the manufacturer's copyright in the processing, modification or transformation of the software, as set out in this licence;
- to modify, copy or remove logos, trademarks, names or any other confidential information in the software which is owned by Icona.

Such conduct, even if merely attempted, is strictly prohibited and constitutes a serious breach of this Contract. If such conduct is carried out or merely attempted, Icona reserves the right to suspend or interrupt the User's access to the service, and defend itself before any authorities that may become involved.

- 4.3. The User and the Client/Licensee understand that they should keep their account information and password, required to access the Mobile/APP and the Web/APP, confidential, and that they are the only ones responsible for all activity carried out on their account.
- 4.4. The User and the Client/Licensee commit to protecting the APPS from unauthorised third party access (by protecting their User ID and Password), bound by their sole responsibility.
- 4.5. The User and the Client/Licensee can interrupt or suspend the use of the Mobile/APP and the Web/APP at any time, uninstalling it from their own device if required.
- 4.6. The User and the Client/Licensee acknowledge and accept that in order to protect the integrity and security of the service and to ensure that the Mobile/APP and Web/APP are not subject to fraud or irregular or unlawful/illegal use, ICONA reserves the right to intervene at its sole discretion, limiting, suspending, or interrupting the User's or Client's/Licensee's use of the Mobile/APP and the Web/APP.
- 4.7. ICONA cannot in any case be held liable for any damage resulting from incorrect use of the APPs. The User and the Client/Licensee agree to indemnify and hold ICONA harmless from any liability towards third parties as well as from any claims for damages arising from, or in some way connected to, violations of this agreement and the irregular or unlawful/illegal use of the Mobile/APP and the Web/APP by the User or the Client/Licensee. Under no circumstances may

the User or the Client/Licensee enter into a transaction or agreement with a third party, which concerns Icona's rights or is binding to Icona in any way, without ICONA's prior written consent.

- 4.8. ICONA cannot in any case be held responsible for minors using the APPs.
- 4.9. The User and the Client/Licensee acknowledge and accept that certain APP functions require an active internet connection. The connection can be made via Wi-Fi or provided by a network operator chosen by the User or the Client/Licensee. Therefore, ICONA cannot in any case be held responsible for the APPs failing to work due to the User or the Client/Licensee not having access to a Wi-Fi network or if the internet connection of the User or the Client/Licensee does not have sufficient bandwidth to guarantee an optimal audio/video connection.
- 4.10. The User and the Client/Licensee acknowledge and accept that the translation feature offered by the Acty Service is provided through the intermediation of a third party other than ICONA. Therefore, ICONA cannot, under any circumstances, be held responsible for the Service functioning incorrectly in any way due to translation errors.

5. Responsibilities, Indemnities and Obligations of Icona

- 5.1. The guarantees associated with the Service are understood to be provided based on the compatibility of the systems, programs and/or internet connection systems of the User and the Client/Licensee, with the Service provided by Icona, excluding any type of guarantee of the latter with regard to the suitability of the hardware and software systems of the User or the Client/Licensee. Icona shall not be liable for any incidental or non-intentional, indirect or consequential damages (including, without limitation, damages associated with loss or reduction in profit, interruption of business, loss of information or other economic loss) resulting from any misunderstandings or insufficient knowledge of the Service or inability to use the Service. Icona is also exempt from any responsibility regarding the interruption of the Service due to causes which cannot be attributable to it. Icona, should an event occur that may interfere with the availability of the equipment and/or network infrastructure used directly by the Client/Licensee, will take all measures to restore the service as quickly as possible. It is understood that if the Service has not been available for a certain number of days, the contract will be extended for this number of days.
- 5.2. The User and the Client/Licensee expressly accept that Icona shall not assume any liability in relation to:

- i. cases where the Acty Service does not correspond to the individual purposes for which the User or the Client/Licensee intended to purchase it, which then prove not to be feasible through the use of the Acty Service;
 - ii. cases where the Acty Service is not suitably designed to integrate with the external software and/or hardware used by the User or the Customer/Licensee and in any case not owned by Icona;
 - iii. any damage suffered by the User or the Client/Licensee as a result of slowdowns and/or malfunctioning of the Acty Service which Icona is not responsible for.
- 5.3. The User and the Client/Licensee hereby waive all claims against Icona for any interruption, suspension or malfunctioning of the Acty Service due to network malfunctions or causes beyond ICONA's control.
- 5.4. The User and the Client/Licensee expressly accept that, if the Acty Service linked with ICONA malfunctions, ICONA cannot be held responsible for any other deriving damage if the Acty Service is restored by Icona back to a functioning state within three working days from the due notification of the malfunction being given by the User or the Client/Licensee. The User and the Client/Licensee therefore waive all claims against Icona for any damage deriving from malfunctions of the Acty Service, assuming that such malfunctions are resolved within three working days from due notification of the malfunction.
- 5.5. In any case, ICONA's liability to the Client/Licensee in terms of compensation for damages shall not exceed the lower sum calculated from the total amount of the contract and the amount paid by the Client/Licensee in the 12 (twelve) months prior to the occurrence of the damage in question; but in no case shall ICONA be liable for consequential damages, loss of production or loss of profits.

6. Updates to the client application

- 6.1. The APP is currently available through, and compatible with, Android and iOS operating systems. Updates can be downloaded free of charge and automatically. These updates allow the service to be adapted, improved and further developed, whilst also carrying out bug fixing, and downloading patches, advanced features, plug-ins and new versions. These updates also ensure that any new legal requirements are met and complied with.
- 6.2. Assuming that a user wishes to continue using all the features of the Mobile/APP, it is their sole responsibility to agree to the installation of updates.

- 6.3. ICONA cannot be held liable for damage or malfunctioning of the service if the Mobile/APP has not been accordingly updated.

7. Duration and Withdrawal

- 7.1. This contract will legally apply:
- as far as the Client/Licensee is concerned, for the period of validity specified in the Acty APP/PC Software licence agreement signed by the Client/Licensee;
 - as far as the User is concerned, this contract will apply for one year from the day they install the Acty Mobile/APP on their mobile device or start using the Mobile/APP and the Web/APP, assuming that they have fully agreed to this contract. Upon expiry, the contract will be tacitly renewed from year to year.
- 7.2. The User and the Client/Licensee may terminate this agreement at any time by deleting the APPs from their mobile devices.
- 7.3. The User and the Client/Licensee understand and accept that ICONA may suspend or deactivate the APPs if it is suspected or known that they are being used irregularly, fraudulently, or illegally. ICONA is under no obligation to give any prior notice.

8. Express termination clause

- 8.1. This contract will be terminated by right if the User or the Client/Licensee violates the following contractual provisions:
- a) non-payment of the fee set out in the commercial offer that was made with the Client/Licensee. Any delay or irregularity in payment, in addition to the right to commercial interest calculated pursuant to Legislative Decree no. 231/2001, will give Icona the right to suspend supplies or terminate current contracts.
 - b) breach of Article 4 of this contract.

9. Applicable law and place of jurisdiction

- 9.1. By downloading, installing and using the APPs, the User and the Client/Licensee - even if they are users of the APPs on international territory - accept that the applicable legislation remains exclusively Italian.

9.2. For any disagreement concerning the interpretation and/or implementation of this contract, the Court of Milan has been elected as the court to refer to.

10. Language

10.1. This contract is drawn up in the Italian language, which, in case of any interpretative doubts or conflicts, will prevail over any other version translated into other languages.

11. Communication

11.1. The user can contact ICONA at any time, with any requests for further clarification or information, at its offices located in Viale Brianza, 20 - 20092, Cinisello Balsamo (MI), or at the e-mail address **legal@icona.it**.

Pursuant to, and for the purposes of, articles 1341 and 1342, the Parties declare that they have taken due notice of, and specifically approve articles 4. (How to use apps. Liability, indemnities and obligations of the user), 5 (Liability, indemnities and obligations of Icona), 6 (App updates), 7 (Duration and withdrawal), 8 (Express termination clause) and 9 (Applicable law and place of jurisdiction).

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