



**ACTY CLIENT USER
LICENCE AGREEMENT**
WWW.ACTY.COM

IMPORTANT

Read the terms and conditions of this Licence Agreement ("Licence Agreement") carefully before accepting them and downloading, installing and/or using the software.

Icona only grants the software licence on the condition that all of the terms and conditions of this licence agreement are accepted.

By downloading or installing the software, by clicking on the "Accept" button, or otherwise indicating their consent, the customer agrees to the terms and conditions of this licence agreement.

If you do not accept these terms and conditions, click on the button "Cancel", "No" or "Close Window" or otherwise indicate your refusal and refrain from using the software further.

DEFINITIONS

- **Customer/Licensee:** a company or individual who has signed a user licence agreement with ICONA Srl for the ACTY software and provides the remote technical support requested by the User.
- **User:** natural or legal person, consumer or professional/technical user, who requests technical support from the Customer/Licensee remotely.
- **ACTY service:** Remote technical video support that enables the Customer/Licensee to interact directly with the User, and to store data and/or contents on their own device or in the Cloud.
- **ACTY Software ("PC APP"):** the remote video support service software used by the Customer/Licensee in "Acty Master" mode to provide support.
- **ACTY Software - Mobile Version ("Mobile APP"):** the remote video support service software, mobile version, used (i) by the user in "Acty Slave" mode to request and obtain support and (ii) by the Customer/Licensee in "Acty Master" mode to provide support.
- **Contents:** the material that can be acquired and stored as part of the ACTY Service (e.g. photographic images, videos etc.):
- **ACTY Account:** "User Name" and "Password" login credentials assigned to the Customer/Licensee to access the PC App or the Mobile App in Master mode, in order to use the service.
- **Smart glasses:** smart glasses equipped with a video camera that transmits images, which can be used as part of the Acty Service only by a Customer/Licensee with an "Eagle" subscription plan.
- **External Camera:** intelligent camera that transmits the images which can be used as part of the Acty Service only by a Customer/Licensee with an "Eagle" subscription plan.

SCOPE

- 1.1.** The following agreements govern the contractual relationship between ICONA Srl ("ICONA") and the User or the Customer/Licensee, in their capacity as users of the APP.
- 1.2.** Upon acceptance by the user or the Customer/Licensee of these terms and conditions, Icona grants, free of charge, a non-exclusive, non-transferable user licence without territorial limits for the Acty Software - Mobile Version ("Mobile APP").
- 1.3.** By downloading, installing and using the Mobile App
 - The User will be able - by accessing the service in "slave" mode - request the Customer/Licensee to provide a remote maintenance or technical support service;
 - The Customer/Licensee will be able - by accessing the service in "Master" mode - provide the remote maintenance or support service requested by the user.

OWNERSHIP OF THE SOFTWARE

- 2.1.** ICONA is the sole Owner of the ACTY software, trademark, interactive functions, the services associated with the APP, its script and graphics developed by its developers.
- 2.2.** ICONA is the sole Owner of all improvements, updates, changes or additions to the Mobile APP, as well as any copyright, patents, sales information, know-how, trademarks and all rights of intellectual property represented in the Mobile APP.

The licence, including any warranties and disclaimers, will apply automatically and on the same terms as the subsequent updates and/or developments in the software.
- 2.3.** A copy of the software that remains the exclusive property of Icona is not sold with this licence, and right of use of said software is only permitted within the limits established by this agreement.

USER REGISTRATION PROCESS AND ACCEPTANCE OF THE TERMS OF USE

The User that uses the APP can access the service both as a "Registered User" and as an "Anonymous User" by way of the following procedures:

- a) The User can download and install the APP by registering, or entering in the appropriate form their FIRST NAME and SURNAME, DATE OF BIRTH, SEX and EMAIL ADDRESS, so creating an effective Account with "Username" and "Password" that will be subject to validation via email. Only subsequently, when the registration procedure has been completed, can the User select the support centre of interest.

- b) The User can register with the service using their own Google account, authorising ICONA to receive and use, via the ITC interface of the relative social network, their personal data, provided by the User when they signed up to Google. ICONA will process and use these data to automatically register the User when they install the APP on their mobile device.
- c) The User can also access the service as an "Anonymous" user, with no need to enter their email address, using a unique code generated randomly to enter the system.
- d) The Customer/Licensee that uses the app can access the service using their "Acty Account" obtained when installing the Acty PC APP software.

MODE OF USE OF THE APP. RESPONSIBILITY, WARRANTIES AND OBLIGATIONS OF THE USER

- 4.1.** The User and Customer/Licensee is bound to use the APP in compliance with the principles of good faith and correctness, avoiding using it for illegal or fraudulent purposes or activities.
- 4.2.** The Customer/Licensee, the User and their dependants are expressly prohibited from:
 - transferring this agreement;
 - sublicensing;
 - circumventing or bypassing any technological protection measures in this software or the services related thereto;
 - copying, modifying, translating, adapting, reprocessing, disassembling, decompiling, decrypting or exploiting the data or programs, or from authorising third parties to do so;
 - separating the components of the software or services to use them on different devices;
 - publishing, duplicating the software or services, leasing, granting a loan, selling, exporting, importing, distributing, or granting any right of use;
 - transferring the software, this license or any rights of access to the services or use of the same;
 - using the services in any unauthorised manner that can interfere with the use by others or access to the service, data, account or network;
 - communicating the information obtained to third parties or using it for the development, production or commercialisation of a software that is substantially similar in terms of its expressive form, or for any other activity that breaches the producer's copyright on the developments and transformations of and the changes to the software which is the subject of this licence;

- altering, copying or removing the logos, trademarks, names or any other confidential information belonging by Icona, contained in the software.

These kinds of behaviour, even if merely attempted, are strictly forbidden and constitute grounds for declaring serious breach of this Contract. Icona therefore reserves the right to suspend or interrupt the Customer's/Licensee's or User's access to the Acty Service, and to defend itself before the responsible Authorities.

- 4.3.** The User and Customer/Licensee undertake to keep all information regarding their account and the password for accessing the Mobile APP confidential, and shall be the sole party responsible for all activities carried out using their account.
- 4.4.** The User and Customer/Licensee undertake, under their own sole responsibility, to protect against unauthorised access to the APP (User-ID and Password) by third parties.
- 4.5.** The User and the Customer/Licensee may terminate or suspend their use of the Mobile APP at any time by uninstalling it from their device.
- 4.6.** The User and the Customer/Licensee acknowledge and accept that, for the purpose of protecting the integrity and security of the service and preventing fraud or anomalous, unlawful or illegal uses of the Mobile APP, ICONA reserves the right, at its own sole discretion, to intervene to restrict, suspend or suspend the User's and Customer's/Licensee's right to use the Mobile APP.
- 4.7.** The User and the Customer/Licensee accept that ICONA cannot accept any responsibility for any damages that may be caused by inappropriate use of the APP. The User and the Customer/Licensee undertakes to indemnify and hold ICONA Srl harmless from any and all liability and claims for compensation from third parties, arising from or in any way connected to anomalous, unlawful or illegal use of the Mobile APP by the User or the Customer/Licensee, or from breaches of this agreement. Under no circumstances can the User or the Customer/Licensee conclude a transaction or establish an agreement with third parties regarding the rights of Icona or that is binding for Icona at any time, without prior written consent from Icona.
- 4.8.** The User and the Customer/Licensee accept that ICONA declines all responsibility in the event that the APP is used by minors.
- 4.9.** The User and the Customer/Licensee recognise and accept that some functions of the APP require an active, working Internet connection. Connection can be made via Wi-Fi or provided by a network operator chosen by the User or Customer/Licensee. The User and the Customer/Licensee recognise and accept that ICONA undertakes no responsibility should the APP fail to work or should it be impossible to use if the User or Customer/Licensee does not have access to a Wi-Fi network or a working

Internet connection with sufficient bandwidth to ensure an excellent audio/video connection.

RESPONSIBILITY, WARRANTIES AND OBLIGATIONS OF ICONA

- 5.1.** The guarantees relating to the Service are to be construed as provided in relation to the selected features and compatibility of the systems, computer programs and/or internet connection systems of the User for the service provided by Icona, to the exclusion of any guarantees by the latter in relation to the suitability of hardware and software systems of the User. Icona cannot accept responsibility for any accidental or deliberate damages, indirect or consequential damages (including, without limitation, damages for loss of income or profits, business interruption, loss of information or other financial losses) arising from the incorrect or insufficient knowledge of the service or inability to use the same. Icona is also hereby exempt from any responsibility with regard to interruption of service for reasons not attributable to it. Icona, upon the occurrence of an event that may interrupt the availability of the equipment and/or network infrastructure used directly by the Customer/Licensee, shall implement all possible measures to restore the service in the shortest possible time. It is hereby understood that the agreement shall be extended to cover any and all days in which the service is not available by the Customer/Licensee.
- 5.2.** The User and the Customer/Licensee expressly accept that Icona assumes no liability for:
- a. cases in which the Acty Service does not meet the personal needs of the Customer/Licensee for which it had decided to purchase it, or which cannot be obtained through the use of the Acty Service;
 - b. the unsuitability of the Acty Service for integration with software and/or external hardware used by the User or Customer/Licensee and in any case not belonging to Icona;
 - c. any damages suffered by the User or Customer/Licensee due to a slow-down or failure in the Acty Service which cannot be attributed to Icona.
- 5.3.** The User and Customer/Licensee hereby waive their right to file claims against Icona for any interruption, suspension or malfunctioning of the Acty service due to malfunctions in the network or causes of force majeure which fall outside the scope of Icona's actions.
- 5.4.** The User and the Customer/Licensee expressly accept that, in case of malfunctions in the Acty Service caused by Icona, the same cannot be held responsible for any damages incurred, should the Acty Service be restored to its full working order by Icona in the space of three working days. The User and the Customer/Licensee therefore hereby waive their right to lay claim to Icona for any damages that may arise from malfunctions in the Acty Service, which are restored within the three working days.
- 5.5.** In any case, Icona's liability towards the Customer in terms of compensation for damages cannot exceed the lesser of the overall amount of the contract

or the amount paid by the Customer/Licensee in the 12 (twelve) months prior to the time that the damage arises, and Icona cannot, under any circumstances, be held liable for consequential damage, loss of production or lost profit.

APP UPDATES

- 6.1.** The APP, currently available for the Android and iOS operating systems, can download updates, automatically and free of charge for the purposes of adapting, improving and further developing the service, including the availability of bug-corrections, patches, advanced functions, plug-ins and new versions, and also, if applicable, to ensure the fulfilment of any legal provisions.
- 6.2.** The User undertakes to authorise the updates, under their own sole responsibility, if they want to continue using all the functions of the Mobile APP.
- 6.3.** ICONA will not be responsible for any damages or malfunctioning of the service should the User fail to download the updates of the Mobile APP.

DURATION AND WITHDRAWAL

- 7.1.** The present agreement shall be effective
 - for the Customer/Licensee, for the same period of validity of the Acty PC APP Software user license acquired by the same;
 - for the User, for one year from the date on which said User installs the Acty Mobile APP on their mobile device, and simultaneously confers their implicit, full acceptance of this agreement. Upon its expiry, the agreement shall be automatically renewed from year to year.
- 7.2.** The User and the Customer/Licensee may withdraw from this agreement at any time, by removing the APP from their mobile device.
- 7.3.** The User and the Customer/Licensee accept that ICONA may suspend or deactivate the APP in any cases in which it is found or suspected that the above-mentioned APP has been used in an anomalous, fraudulent or illegal way, without the need for ICONA to notify them accordingly in advance.

EXPRESS TERMINATION CLAUSE

This contact will be terminated in law if the User or Customer/Licensee violates any of the following provisions:

- a) failure to pay the fee referred to in commercial offer by the Customer/Licensee. Any delay or irregularities in payment, in addition to the right to interest calculated in accordance with legislative decree No 231/2001,

shall grant Icona the right to suspend the services and terminate the agreements in progress.

- b) Violation of article 4 of this agreement.

APPLICABLE LAW AND COURT OF JURISDICTION

- 9.1.** By downloading, installing and using the APP, the User and Customer/Licensee - even if they use the APP internationally - accept that the only applicable law is the Italian law.
- 9.2.** For any disputes on the interpretation and/or execution of this contract, the court of jurisdiction is Milan.

LANGUAGE

- 10.1.** This agreement is drafted in the Italian language, and this version will prevail over any other version translated into other languages in the event of any doubts arising regarding its interpretation or any disputes.

NOTIFICATIONS

- 11.1.** The User and the Customer/Licensee can contact ICONA at any time, sending any requests for clarification or information to the following email address: info@acty.com.

Pursuant to and for the purposes of articles 1341 and 1342, the Parties declare that they have read and accepted specifically articles 4. (Mode of use of the app. Responsibility, warranties and obligations of the User), 5 (Responsibility, warranties and obligations of Icona), 6 (Updates of the app), 7 (Duration and withdrawal), 8 (Termination clause) and 9 (Applicable Law and jurisdiction).

For more information



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