

# **EN\_APP TERMS AND CONDITIONS OF USE**

## **END USER LICENSE AGREEMENT**

This EP end user license Agreement ("the Agreement") is a legal agreement between you and EP S.p.A. for the use of the EP Services and the license of the O2 Software, both of which are defined below. For convenience, we refer to the combination of products, software and services that we provide you with the term "System".

By installing or using the System, the Customer agrees to be bound by the terms and conditions contained in this Agreement. The Customer agrees to be the end user of the System and declares to be of legal age and authorized to enter into this Agreement. EP does not knowingly collect personal information from any person under the age of 14. If EP learns to have received personal information from individuals under the age of 14, will make reasonable efforts to remove such information from its records.

This Agreement covers the use of different EP products and services; to clarify, in some cases, certain points of this Agreement refer only to a particular product or service.

### **1.LICENCE, LIMITATIONS**

This Agreement is valid for the use of EP-related solutions, including the O2 software used on any EP communication product and network, the O2 software that allows web-based interface functionality and access to EP services, the O2 software for mobile applications and any EP network related to any of the above (collectively, the "EP Services") and the licensing of previously identified software products, which includes computers and software applications and may include the associated media, printed materials and "online" or electronic documentation, as well as any future version, release, update, patches, corrections and bug fixes of the above software (the "Software O2").

The System includes software owned by EP and software licensed to EP, and is protected by Italian and international copyright laws and treaties, as well as any other intellectual property laws and treaties. The system is licensed to the Customer, not sold. Subject to the terms of this Agreement, EP grants the Customer a limited, non-exclusive, non-transferable license (without the right to sub-license except as defined below) to use the system and its software O2, exclusively for personal use in order to manage your home or business. This license includes the right to install O2 software on your personal computer and/or mobile device and to use Software O2 in connection with your licensed use of the System. An unregistered use, reproduction and distribution of the System are not permitted by EP and violate Italian and international copyright laws and are subject to civil and criminal penalties. The Customer is expressly prohibited from making or distributing copies of the System, except as permitted by applicable laws. All rights of any kind in the System and all other rights of EP, which are not explicitly granted through this Agreement are entirely and exclusively reserved to and by EP (including the object code and source code of the software). Customer cannot rent, lease, copy, modify or translate the System, nor create derivative works based on it. Customer may not alter or remove any notice relating to the copyright or proprietary rights of EP, nor any legend appearing on or within the System. The Customer may not decode, decompile or disassemble the System. Except as defined therein, the Customer may not make available access to the System to third parties, nor is authorized to make available to third parties the result generated by or the results of any performance or functional evaluation of the System. The System may contain or come from material of third-party licensors. Such third-party materials may be subject to additional limitations to those listed in this Agreement. You agree that any third-party provider has the right to enforce this Agreement in respect of such third-party software.

### **2.PASSWORD E ACCESS**

The customer accepts: (a) to provide detailed information, current and complete information, as per registration documents and (b) keep and timely update that information. The customer must create an Id name and one password to access the system. If the customer is provided with a temporary username and password, his/her must change the temporary credentials and create his/her id and password.

It is the customer's responsibility to maintain the confidentiality of the account password;

It is also fully responsible for all the activities that occur in connection with that password, account or additional account. The customer accepts (a) to immediately change his/her password in case of a security breach, (b) informs their central station if there is a security breach, and (c) to be sure to log out from his/her account at the end of each session. The customer accepts that terms of this agreement will be bound and regulate the relation between EP and any third party to whom you grant access to your account or allows you to maintain an additional account. The customer also agrees to take all necessary steps to ensure compliance and the enforcement of the terms of this Agreement and to relieve EP from the responsibilities and against all costs, damages, losses or expenses incurred in connection with such third-party user.

EP shall not be liable for any loss or damage resulting from failure to comply with the provisions of this Section.

If the customer's equipment does not work it can meddle with the network operations of the system.

The Federal Communications Commission may request that EP mediate access to the customer's equipment in case of emergency. The customer agrees to provide such access when necessary, during the emergency or in his/her central station or reseller or to EP network representatives.

### **3.VALIDITY AND CANCELLATION; SYSTEM CHANGES; PRICES**

This agreement starts from the first day on which the customer uses the System and shall remain valid until the customer continues to use the System and Services and correspond the payments required for the System. EP may terminate this Agreement at any time if the customer fails to comply with any of the terms contained therein, including non-payment of service payments for the system, where applicable, with immediate effect. If the customer has entered into a contract with a reseller for certain services, his right to use the services is subject to payment by the reseller or all sums due to EP for those services and EP may suspend or cancel the customer's access to the services in the event that the reseller does not pay for the services provided by EP.

The customer may incur additional charges from third-party providers in relation to its use of system services, an independent portable device, or internet, for the transmission of data, video clips or for the transmission of images, internet use, SMS, short queues or other rates, costs or transmission fees, if EP stops to provide services to the customer due to non-payment by him/her, or his/her reseller or central station, for the services, EP will have no liability to the customer who will have to claim on his/her reseller for the return of any prepaid amount to them. According to the services included in the agreement or subscribed by the customer, EP may also suspend or delete a user account due to inactivity. According to the services included in the agreement or subscribed by the customer, he/her may terminate this Agreement by giving written notice to EP. Upon termination of this Agreement, the license granted under this Agreement will be revoked and the Customer shall immediately stop using the System. EP has to charge, at any time and each time, for the system use and to modify or interrupt, temporarily or permanently, the system (or any part thereof) with or without communication. The customer acknowledges that EP has no liability towards him or third parties for any changes, suspensions or interruptions to the system. The customer understands and accepts that if he/she moves, he will have to delete his/her account and will no longer be able to access the EP system in relation to his previous address.

### **4.DISCLAIMERS AND LIMITATIONS OF LIABILITY**

The system is provided to the customer “as it is” and, subject to what is specified in this section, all explicit or implied conditions (whether they are terms that are not contained in this agreement but are otherwise included by law or otherwise), declarations or warranties of any kind including, but not limited to, any implied warranties or conditions relating to non-infringement, merchantability, suitability for a particular purpose, satisfactory quality, non-interference or arising from negotiation, practice or commercial practice, are excluded to the extent permitted by applicable laws and are explicitly denied by EP, by its suppliers and licensors. Since some States or jurisdictions do not allow limitations on certain warranties and statements, the above limitations may not apply in whole or in part to the customer. The customer may have additional rights as a consumer, which vary from jurisdiction to jurisdiction and which are not specified in this agreement. If EP does not comply with the terms of this Agreement, it shall be liable for any loss or damage incurred by the customer that is due to a foreseeable breach of this agreement or the negligence of EP.

EP has no liability, and excludes any liability, for any loss or damage incurred by the customer that is not foreseeable. Loss or damage are foreseeable if they are an obvious consequence of EP’s breach or if such loss or damage were contemplated by the Customer and EP at the time of signing of this agreement.

EP provides the Customer with the System for exclusively use under this Agreement, the Customer agrees not to use the System for any commercial or resale purposes, unless such use is permitted by this Agreement. The Customer also accepts that Ep has no responsibility for any loss or damage incurred in relation to (i) accuracy, completeness, legality, reliability, operability or availability of and the content or information or material provided by or accessible through the System; (ii) deletion, non-disclosure, an accidental disclosure, loss, mis delivery of any information or material; unless such loss or damage is due to a foreseeable breach of this Agreement by or on behalf of EP. EP has no liability for the information and events over which EP has no control, including the content of message boards or other forums that refers to the System.

Unless otherwise stated in this Agreement, EP, its affiliates, officers, directors, employees, agents, suppliers and licensors have no liability to the customer for any loss of profit or revenue, business’ loss, business’ interruption, loss of business opportunity, data loss or damage data, loss capital or for aggravated, indirect, consequential, incidental or punitive damages, in any way caused, including through the contract for unlawful (negligence included) or if arising from the use or impossibility of use by the system’ customer, even if EP, its affiliates, officers, directors, employees, agents, suppliers or licensors have been informed about the possibility of such damages.

This liability restriction and exclusion of certain damages types may not apply, in whole or in part, to the Customer according to the laws in force in their residence jurisdiction.

Nothing in this Agreement shall exclude or limit in any way the liability of (i) EP, its affiliates, officers, directors, employees, agents, suppliers or licensors collectively, to the Customer in relation to personal injury or death caused by their negligence; (ii) EP’s liability to the Customer for fraud or fraudulent misrepresentation: or (iii) any liability of EP which cannot be excluded under applicable law, which may include consumer protection laws in the Customer’s jurisdiction.

Under no circumstances may EP be held liable for damages resulting from the download or access to any information or material through the System, for any delays or failure to perform the services arising, directly or indirectly, natural events, forces or causes beyond the reasonable control of EP including, but not limited to, internet problems, computer equipment failures, telecommunications equipment failures, power line failures, strikes, labour disputes, riots, insurrections, public unrest, shortage of labour and materials, fires, floods, storms, explosions, natural events, wars, government actions, orders of domestic or foreign courts, non-performance of third parties.

## **5. NO WARRANTIES:**

There's no warranty that the system will provide an appropriate alarm for any given situation, or that it will prevent any personal damage or property loss due to thefts, robberies, fires, overheating, cold, humidity, etc. Furthermore, there's no warranty that the System on the user's mobile phone or on his computer will transmit or receive all the signals related to the system services the customer has subscribed to, which are sent by or to the customer or his contractor or dealer. The customer acknowledges that the System services availability depends on his personal computer, mobile phone, home wiring, phone, Internet or satellite services provider in case of geolocalisation services. The customer is also in charge of all the payments associated with this kind of use and also is also in charge of respecting any agreement relating to such use. The customer also acknowledges that EP, nor any other network services provider can guarantee the security of any wireless transmission and also that, they do not respond in case of lack of security regarding the use of the services. The customer mustn't resell any provided wireless services as part of the System. EP is not responsible in case of losses or damages of any kind based on the fact that the System did not provide any warning or alarm, unless the damage caused a personal injury or death, or in the case that the damage depends on the negligence of EP, otherwise constituting a breach of this Agreement.

## **6. VARIOUS DISPOSITIONS:**

If EP doesn't enforce the dispositions of this Agreement at any time, it mustn't be interpreted as a continuous derogation of any present provisions and this lack won't undermine the right of EP to intervene in order to enforce the agreement dispositions.

The software and the technical information contained in this Agreement are subjected to the Italian export control laws and can also be subjected to export and import regulations in other countries. The customer agrees to respect laws and regulations and to be the only responsible for the achievement of any approvals and of any needed import, export and re-export license for the software, for any technical information and for the documents storage that prove the compliance of laws and regulations.

This agreement is governed and interpreted by Italian laws.

The customer agrees and accepts that any violations of any provisions of this agreement may cause an irreparable damage to EP, for which a monetary compensation could not be appropriate so, EP will be entitled to obtain a timely injunction decree in order to protect its rights under the terms of this Agreement, in addition to any other law remedy available.

This Agreement, the customer's subscription agreement (where applicable) and EP Terms and Conditions of Sales, which are combined with the purchase of any equipment, constitute the entire agreement between the client and EP and cancel and replace any other oral or written agreement taken previously between the client and EP, regarding to the access and use of the System and its Services by the customer.

Neither this agreement nor any other right, interest or obligation under this agreement can be transferred or assigned to the customer without the prior written consent of EP. EP can assign this Agreement at its discretion, in whole or in part. This Agreement will be binding on the parties and each of the present and future officials, directors, employees, parents, affiliates, agents, successors, assigns, contractors, licensees, associates, relatives, guests and authorized users.

Each disposition, sections or paragraphs of this Agreement work separately and will be applied to the maximum extent permitted by law and they will be interpreted and applied in a lower limit when it is necessary to remain valid. The invalidity and impracticability of any dispositions of this Agreement won't influence other dispositions, which remain in place without any change or modification.

## **7. IMPORTANT INFORMATION ON THE SYSTEM**

**Definitions:**

- EP Services, or Services: O2 Software dedicated to the use for any EP products and communication network; O2 Software allows a web-based interface to access to related functionalities and EP services; Applicative Software for online and mobile EP platforms and for every EP network associated to products and services previously mentioned.
- System: a combination of EP products and services;

**Third-party service providers used by EP:**

EP uses providers for external services to enable some functionalities of EP services such as, Cloud services, Storage data, synchronization, weather information and communication through Cloud services providers. These third-part kind of services are under the direct control of EP; however, their functioning may influence, or be influenced by the use and reliability of EP services. It must be noticed that (I) EP services use and availability depends on external services providers, (II) Those providers are not able to guarantee 100% availability of their services and (III) EP is not responsible for damages and losses caused by the functioning of these third-part services.

**Intended use of EP System**

The System is intended to be used to access information and control of the product non “time critical”. Although the aim of EP is to provide the maximum availability and reliability, is not possible to guarantee a 100% availability. The system might be object of sporadic interruption of malfunctioning caused by multiple factors above EP control, among which are appearing, but not only, Wi Fi interruption, uptime of the provider services, notification and mobile operator. The system is not working as emergency notification managed by third parties. EP is not checking emergency notification, and in case of an emergency is not able to guide the authorities towards the address of the user in case of emergency.

**Notification Reliability**

The System, including the remote access services, as well as mobile notification, is not offering an availability of 100%. Might happen some cases where the user is not getting any notification. The efficacy of the notification depends from the product and services from the third party up listed as well as the functionality of the device. The user is responsible of the functionality management of the computer of mobile device used. EP will not inform the user of eventual saturation of the storage capacity of computer or mobile device , so no notification will be sent on those devices.

The user must not rely on this system for life saving app or critical purpose. Mobile notification related to status and alert on the product of the user are provided only for informational purpose and are not replacing emergency notification system managed by third parties.