

Terms and Conditions of Use Arckey App

1. Legal nature and effects of this document

1. These Terms and Conditions of Use (hereinafter “Terms of Use” or “Licence”) constitute the agreement between OIKOS Venezia S.r.l. (hereinafter “OIKOS”) and its assignors (collectively known as “Licensor”), on one side, and the end user (hereinafter referred to as the “User” or the “Licensee”) on the other side, related to the use of the application Arckey (hereinafter referred to as the “App” or the “Arckey App”) in the wider context of the System called “Arckey”.

2. Before using the Arckey App, the User is invited to carefully read this Licence (and more specifically, paragraphs 1.3, 3.3, 3.4, 3.5, 4.4, 6.1, 8.1, 8.2, 10.1, 10.2, 11.1), as well as the Privacy Policy relating to the processing of personal data through the aforementioned App: the personal data of User that uses the Arckey App and the subject (hereinafter, the “Administrator”) that, in using the “Arckey” System, provides the User with Keys to enter through one or more physical entry points in a Plant, shall be processed by OIKOS, in its capacity as Data Processor, pursuant to Legislative Decree No. 196/2003, as subsequently amended and supplemented (the “Italian Privacy Code”) and Regulation (EU) No. 679/2016, in accordance with the procedures indicated in the aforementioned Privacy Policy.

3. By using the Arckey App, the User fully accepts everything contained in this Licence (and more specifically, the contents of paragraphs 1.3, 3.3, 3.4, 3.5, 4.4, 6.1, 8.1, 8.2, 10.1, 10.2, 11.1) and is therefore bound by the same. The Licensor reserves the right, at its exclusive and sole discretion, to change the contents of this License at any moment without prior notice. Where this occurs, the Licensor shall notify such changes by sending a notice through the same App. The use of the App after such notice has been provided signifies full acceptance by the User of the updated License containing the amendments.

2. Definitions

1. For the purposes of this Licence, the following terms, where capitalised, shall have the meaning set forth below:

“Key”: means an open command, created through the Arckey App, sent via Bluetooth that ensures its holder – through the use of the Arckey App – access through an entry point, or a group of entry points, belonging to a Plant controlled by the System.

“User”: means the person that may enter through one or more entry points within a Plant by using the Arckey App.

“Administrator”: means the person that may benefit from, and allow the User to benefit from, the Service, by using the Arckey App to program and manage accesses.

“Plant”: means all the entry points belonging to one Access Control System and managed by the same Administrator.

“Service”: means the service of opening entry points based on the System.

“System”: means the IT system called “Arckey”, composed of the smartphone app called “Arckey”, that interacts with the Platform.

3. Use of the Arckey App

1. The Arckey App is an IT application the functioning of which is illustrated in further detail in the Arckey User Manual, available on OIKOS’s website, which is intended to be referred to herein in so far as relevant. Through the Arckey System, the App allows the User to receive from a Administrator, by e-mail, SMS, WhatsApp or other messaging app, the Key necessary to open one or more physical entry points within a Plant for a certain period.

2. The use of the Service through Arckey App is subject to the User being in possession of a smartphone with an Internet connection (Wi-Fi or network provider) and an active Bluetooth connection.

3. It is the specific responsibility of the User to adopt any suitable measure to ensure the confidentiality of the Key sent by the Administrator, also by controlling the availability of materials on the smartphone housing the Arckey App, in order to eliminate or reduce the risk of unauthorised use of the same by third parties. The User is therefore directly liable for any direct, indirect, incidental or consequential damage connected to:

- The disclosure to third parties or the dissemination, whether deliberate or negligent, of the Keys sent by the Administrator; and
- The loss of control over the physical possession of the smartphone on which Arckey App is installed;

and undertakes to notify the Administrator of any, even potential, unauthorised or abusive use of the Keys sent by the Administrator, in order to ensure the latter may promptly revoke the key.

4. By virtue of the foregoing, the Licensor shall not be held liable for any direct, indirect, incidental and consequential damage, of any nature, incurred by the User from the unauthorised or abusive use by third parties of the Key sent by the Administrator that results from any intentional or negligent act of the User, including the loss of control over the physical possession of the smartphone that houses Arckey App.

5. The User shall indemnify and hold the Licensor harmless substantively and procedurally, from any loss, damage, liability, cost or expense, including legal expenses, claimed by third parties, including the Administrator, deriving from the unauthorised or abusive use of the Key sent by the Administrator.

4. Intellectual Property

1. The Arckey App is an original work protected by copyright law (Law No. 663 of 22 April 1941, as subsequently amended and supplemented) as well international and EU law in force on intellectual property. The rights on the Arckey App belong to OIKOS and its assignors, that, subject to the full acceptance of this Licence, shall grant the User the right, for free and for use in the whole world, revocable in the manner provided under paragraph 4 below and non-transferable to third parties, to use the Arckey App exclusively for the use indicated in this Licence.

2. The User acknowledges and agrees that the Arckey App contains secret information of the Licensor, including, but not limited to, the Arckey App's source and object codes, any information on the codes and/or the logical structure of the Arckey App and/or on the techniques and procedures incorporated therein or on which it is based, and if the User comes into possession of the said information or contents, it shall keep such information confidential and not disclose it to third parties.

3. Pursuant to sub paragraph 1 of this clause 4, the User has the power to download from the Apple Store (if using a smartphone with the iOS operating system) or from the Play Store (if using a smartphone with the Android operating system) and install the App exclusively on a compatible smartphone and, subsequently, use the app in compliance with its function, as indicated in article 3 of this Licence, to use the Service.

4. This Licence starts on the date on which the User installs the Arckey App on a compatible smartphone and expressly accepts the Conditions of Use, and shall remain effective until any amendment by the Licensor pursuant to paragraph 1.3 and/or the termination and/or withdrawal by one of the parties. The Licence of the Arckey App is functionally connected to the Service, therefore, where the User loses the right to use the Service for any reason, the Licence shall immediately and automatically be deemed no longer effective. The User may terminate this Licence at any moment by uninstalling the Arckey App. Upon termination of this Licence for any reason, the User shall refrain from any further use of the Arckey App and shall promptly uninstall and delete all complete and partial copies of the App in its possession or control. The clauses relating to the reserving of rights, confidentiality, limitation of liability, and applicable law shall survive the termination, for any reason, of this Licence. The above is without prejudice to the Licensor's power to revoke this Licence by 15-days' prior written notice to the other Party, which can also be notified by e-mail.

5. Any use of the Arckey App by the User for purposes other than those indicated in the above paragraph shall be deemed as unauthorised use by the Licensor, and, therefore, expressly prohibited. Such prohibited acts include, but are not limited to:

- The temporary or permanent replication of the Arckey App, whether completely or partially, by any means and in any form, except for those replications necessary for the use of the Arckey App.
- The translation, adjustment or transformation and any other modification of the Arckey App;
- The distribution, rent and any other form of making the Arckey App available to the public;
- the reverse engineering of the Arckey App, except as expressly provided by mandatory laws;
- The removal or cancellation, in any way, from the Arckey App, of any trademark, trade name, copyright indication or other symbols of reserving rights, where appearing or contained;
- The development of products or software applications based on the Arckey App or that in way make use of the same;
- The use of the Arckey App to develop or diffuse electronic viruses, malware or similar applications;
- The exportation of the Arckey App or part of the same in breach of the export control laws.

5. Limitations on the use of the Keys.

1. The User is aware that the generation, determination of the parameters, sending to the same User and the revocation of the Keys are within the exclusive power of the Administrator and not OIKOS. Therefore, OIKOS shall not be considered liable for any direct, indirect, incidental and consequential damages connected to the failure to make available or incorrect management of the Keys that fall within the remit of the Administrator.

6. Internet Connection

1. The download and installation of the Arckey App by the User, and under in certain circumstances also its subsequent use, require that the smartphone on which it is installed be equipped with an active Internet connection. The Internet connection may be subject to costs, restrictions, and limitations specifically provided for by the network provider. All costs related to the Internet connection shall be fully borne by the User.

7. Limitation of Liability

1. The Arckey App is granted to the User under a free licence, and, therefore made available by the Licensor "as is", without the Licensor being bound to provide any express or implied guarantees, except those that are mandatory by the applicable law, in relation, inter alia, to the absence of errors, correct functioning, or suitability for a purpose or particular results. Notwithstanding the foregoing, if the User intends to rely on a guarantee that is mandated by law, it shall send prior notification of the same to the Licensor.

2. Without prejudice to cases that are mandatory by the applicable law, the Licensor shall not be liable, in any way, for direct, indirect, incidental and consequential damages deriving from the User's use of the Arckey App, regardless of whether such

damages are foreseeable, including but not limited to, loss of profits, damages deriving from the failure or delay to open one or more entry points belonging to a Plant, damages deriving from unauthorised access of one or more entry points belonging to a Plant, loss deriving from damage to the smartphone on which the Arckey App is installed and damages deriving from the cancellation of data from the same smartphone.

3. The Licensor reserves the possibility, without assuming any obligation in this regard, to periodically release updates or patches for the Arckey App. If the User installs such updates or patches, the conditions provided in this Licence shall also apply to such updates or patches, in the absence of further license conditions applied by the Licensor to such updates or patches.

8. Applicable Law and Jurisdiction

1. This Licence shall be governed by Italian Law, with the express exclusion of conflict of laws provisions of such legal system.

2. Without prejudice to the cases in which the mandatory jurisdiction is established by law, all disputes deriving from, or in any case relating to, this Licence shall be subject to the exclusive jurisdiction of the Court of Pordenone (Italy), with the express waiver by the User of any objection to this Court.

9. Invalidity or partial ineffectiveness of this Licence

1. If one of more clauses of this Licence are deemed void, voidable, or in any case ineffective by a judicial authority, in no case shall such void, voidable or ineffective clauses affect the other clauses, and shall be considered as amended, in a manner that is compliant with the presumed or presumable intention of the Licensor, to the extent and in the meaning necessary in order that the relevant judicial authority may find them valid and effective.

10. Notices

Any notices from the User relating to this Licence must be sent to: OIKOS VENEZIA S.r.l. ("OIKOS"), Via Della Tecnica no. 6, Gruaro (VE), e-mail: oikos@oikos.it.