

Service Agreement (the “Agreement”)

epoca3.io web Services (“epoca3.io web Services”)

Terms of Service (“Terms of Service”)

Access to the epoca3.io web Services shall be subject to the terms and conditions set out in this document and in accordance with applicable laws and regulations, including those relating to copyright, patents, the protection of intellectual property and personal data currently in force in the European Community.

By ticking the box accepting these Terms of Service, the user declares that he has read and accepts the terms and conditions contained in this document, that he accepts the terms and conditions set out in the privacy statement available at the link <http://www.evco.it/en/content/2-privacy> and gives his consent to the processing of his data.

The user is obliged to read carefully all the terms and conditions in these Terms of Service before accessing the epoca3.io web Services.

EVCO S.p.A. may, at its discretion, make changes to these Terms of Service at any time and without prior warning, publishing the updated version at the link https://epoca3.io/terms_of_service and notifying all of its users via the email address used during the registration process for the service.

The user should check the epoca3.io website(s) https://epoca3.io/terms_of_service on a regular basis in order to be familiar with the latest version of this document.

If the user does not wish to accept any change made to the Terms of Service, he is entitled to refrain from using the epoca3.io web Services pursuant to point 10 below.

According to above, the user's access to the epoca3.io web Services, following changes to the Terms of Service and the publication of the updated document, constitutes acceptance of the same (including the changes to the Terms of Service made so far).

When accessing the epoca3.io web Services, the user declares:

- (i) that he is over 18 and is a professional client;
- (ii) that he will use the services exclusively for purposes linked to his professional or business activities and, if he operates in the name of a company or another business entity, that he has been adequately authorized and/or delegated to do so;
- (iii) that he will supply user information that is true, complete and up-to-date;
- (iv) that he accepts the terms and conditions of use set out in this Agreement;
- (v) that he is aware that the expenses relating to Internet services, telecommunications and other charges that may be applied by providers following use of the epoca3 web Services are not the responsibility of EVCO S.p.A. and are payable by the user.

1. Conditions of use of the service

The epoca3.io web Services require a broadband Internet connection.

The epoca3.io web Services are intended and reserved exclusively for use by professional clients. The term ‘professional clients’ refers to a natural person or legal entity acting in a professional or business capacity.

The activation and use of the epoca3.io web Services is permitted purely for purposes relating to the professional or business activities conducted.

2. Purpose

The epoca3.io web Service is owned exclusively by EVCO S.p.A. with registered office at via Feltre no. 81/A, 32036 SEDICO (BL) Italy, VAT no. IT 00769310251, and is designed to offer remote access to monitor, transmit data, change parameters, view historical data and alerts by e-mail and push notification if an alarm is activated only on the products manufactured by EVCO S.p.A. that are compatible with the service (which can be consulted at the link <https://www.evco.it/img/cms/EPoCA/116EPCE254.pdf>), registered in the user's name. EVCO S.p.A. grants non-exclusive use of the epoca3.io web Services, to be used in accordance with the terms and conditions set out in this document.

Activation of the service is subject to the user's acceptance of these Terms of Service.

The email address provided by the user during registration may be used by Evco S.p.A. (Data Controller) for the purpose of sending informational newsletters, as well as commercial or promotional communications concerning products and services offered by the Company.

The processing of personal data for these purposes is based on the user's **explicit consent**, freely given at the time of subscription to the service. Consent may be withdrawn at any time by the user by clicking the unsubscribe link included in each communication received or by contacting the Data Controller at the following email address: dpo@evco.it.

The data collected will be processed and retained for the entire duration of the newsletter subscription, unless the user withdraws consent, and subject to the necessary technical time required for deactivation. Data will not be disclosed to third parties, except when necessary for purposes strictly related to the technical management of sending communications (e.g., mailing services such as MailUp).

3. Conditions of use

Sole intellectual and industrial property rights of the epoca3.io trademark and the epoca3.io web Services are vested in and shall remain vested in EVCO S.p.A.

By accepting these conditions of use, the user is conferred only the non-exclusive, non-transferable right to use these services, in the version officially released by EVCO S.p.A., solely for the purposes for which it was intended, and it may be accessed from one or more devices owned by the user or lawfully in his possession.

Acceptance of the Terms of Service does not confer upon the user any license or ownership of any software version.”

Acceptance of the Terms of Service does not confer upon the user any technical or project documentation.

The user may not, under any circumstances, sell access to the epoca3.io web Services on any basis, or license it out on any basis.

Third parties other than EVCO S.p.A. are not permitted, under any circumstances, to interrogate the software and/or attempt reverse engineering operations and/or attempt to connect up to the software and/or decode the protective algorithms and/or access the code using any means and for any reason, or to create works originating from them.

Any attempt to do so shall amount to a violation of the exclusive rights of ownership of EVCO S.p.A. and will result in legal action.

4. Account, password, data and security

The epoca3.io web Services can be accessed after the user has registered.

The data released by the user shall be processed by EVCO S.p.A in keeping with current

legislation and the privacy statement available at the following link <http://www.evco.it/en/content/2-privacy>.

During registration to the epoca3.io web Services, the user shall choose an account name and password. Specifically, the password must be at least eight (8) characters in length and must include uppercase and lowercase letters, numbers, and special characters. In addition, it must not contain the user's email address or username, nor common or easily guessable terms. The user is responsible for the maintenance and confidentiality of his password(s) and account(s) and any activities carried out using these credentials, undertaking to notify EVCO S.p.A. of any unauthorized use of his password and/or account or other security breaches.

EVCO S.p.A. shall not be held responsible for any losses or damage arising from a failure to comply with the provisions of this article 3.

It is the user's sole responsibility and duty to regularly save and store any user data or information that may be of interest to him on external media.

EVCO shall therefore not be held responsible or liable for compensation of damage, of any nature and on whatever basis, incurred by the user due to the deletion or destruction of the information and data relating to him.

The user accepts that the epoca3.io web Services may include security components designed to protect digital material and that the use of these components is subject to rules of use defined by third parties which EVCO S.p.A. must abide by to ensure the integrity of the system.

EVCO S.p.A. also reserves the right to refuse the user's registration or to proceed with the deactivation of the epoca3.io web Services, should it deem it necessary, at its sole discretion and in compliance with applicable law.

5. Warranties and liability

The epoca3.io web Services are supplied "as is" and EVCO S.p.A., its suppliers, dealers and distributors may not warrant its performance and/or the results obtained using the epoca3.io web Services.

6. Activities not covered by the Terms of Service

Acceptance of these Terms of Service does not entitle the user to modify, develop, personalize or implement the epoca3.io web Services.

7. Limitation of liability

EVCO S.p.A., its suppliers, dealers and/or distributors shall not, under any circumstances, be held liable towards the user or any other person or body for any claim for compensation, complaints, costs or any direct or indirect damage or injury, whether of an accidental, special or consequential nature, of any type, including, but without limitation, loss of income or profit, loss of data, commercial and/or economic damage or other losses.

EVCO S.p.A. is not liable for claims made by third parties.

In the event that the aforementioned limitation of liability is not valid in the jurisdiction applicable, the maximum aggregate liability of EVCO S.p.A. and that of dealers and/or distributors and suppliers of EVCO S.p.A., shall not exceed the amount paid by the user for the epoca3.io web Services.

The user shall lose the benefit of the warranty whenever the damage is caused by use other than that permitted, negligence, lack of care, the user's lack of skill, tampering with the software or a modification, addition or other operation carried out by the user or by third parties, or as a result of unforeseeable circumstances or incidents of force majeure.

The user shall also lose the benefit of the warranty if he contravenes any of the provisions

contained in these Terms of Service.

The removal of faults or defects that may be detected by users and the modification of the functions available on the epoca3.io web Services are dealt with by staff from EVCO S.p.A. and/or authorized by it in the time and manner established by EVCO S.p.A.

8. International use

The user agrees to comply with all current legislation regulating the transmission of data from the U.S. or from his own state of residence or from the state in which the devices compatible with the epoca3.io web Services are being used. The user declares and warrants that he is not in possession of and/or does not receive data from the epoca3.io web Services installed in a EU or U.S embargoed state or one that has been defined by the EU or by the government of the U.S. as a state that "supports terrorism", and also declares that he is not included in any list drawn up by the EU or by the government of the U.S. of forbidden or interdicted persons or bodies and that he does not have dealings with such subjects.

The user may use the epoca3.io web Services only if:

(i) he is not a national or resident of, or under the control of the government of: Russian Federation, Republic of Belarus, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, areas controlled by the Taliban in Afghanistan, or any other country against which the EU or the U.S. has imposed international sanctions.

(ii) he is unable to download or export or re-export the epoca3.io web Services in any other manner, either directly or indirectly, to the countries listed in clause (i), or to nationals or residents of those countries;

(iii) he is not recorded in the lists drawn up by the U.S. Treasury Department of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is he listed in the U.S. Department of Commerce Denied Persons List;

(iv) he is unable to download or otherwise export or re-export the epoca3.io web Services, either directly or indirectly, to the persons contained in the lists referred to in point (iii);

(v) he does not intend to use the epoca3.io web Services, and will not permit the epoca3.io web Services to be used, for any purposes prohibited by United States law, including, but without limitation, the development, design, manufacture or production of nuclear or chemical products or biological weapons of mass destruction.

A user who fails to satisfy the conditions stated above is not authorized to use the epoca3.io web Services.

9. Duration of service

These Terms of Service have a duration of 1 (one) year, commencing on the date the user registers his account for the epoca3.io web Services and shall be tacitly renewed at the same conditions applied at the moment of the initial activation at each expiry date for a further period of 1 (one) year.

The term of these Terms of Service shall be brought to an end if terminated by one of the parties and shall nevertheless automatically be terminated without the need for prior notice if the user fails to comply with any of the terms and conditions contained in this document.

10. Termination of service

The user may request termination of the epoca3.io web Services for each account registered at any time and without limitation.

The epoca3.io web Services will cease to be provided approximately 20 working days after the

user's request. When epoca3.io web Services are terminated, all other supporting activities or services are deactivated and all information relating to the user is deleted and destroyed. EVCO S.p.A. undertakes to delete all user information following termination of the account. When the account is terminated, certain information may not be immediately deleted from the EVCO databases, including, for example, recorded items, diagnostics, analyses of devices connected to the user, details of account transactions or information subject to orders from the authorities or other procedures. It is the user's sole responsibility and duty to save and store any user data or information that may be of interest to him on media external to the epoca3.io web Services before termination of the service.

EVCO shall therefore not be held in any way responsible or liable for compensation of damage, of any nature and on whatever basis, incurred by the user due to the deletion or destruction of all the information relating to him following termination of the epoca3.io web Services.

The provisions of these Conditions which, by their very nature, remain valid after termination, including for example but without limitation, the provisions regarding ownership, exclusions of warranties and limitation of liability, shall remain valid and binding after termination of the service.

In any case, EVCO S.p.A. reserves the right to not activate, suspend and/or terminate the user's account and/or the relative epoca3.io web Services should he violate the law and/or any of the provisions of these Terms of Service, make improper use of the epoca3.io web Services or modify the epoca3.io hardware, use the epoca3.io web Services and/or software in such a way as to violate the intellectual and industrial property rights of EVCO and/or its subsidiary or affiliated companies or third parties.

Furthermore, EVCO S.p.A. reserves the right to terminate provision of the epoca3.io web Services and rescind these Terms of Service to terminate provision of the epoca3.io web Services and replace them with other services or systems(s), even only hardware, by sending notification of said termination to the user with at least 6 (six) months' prior warning by email and/or publication on the website <http://www.evco.it>.

11. Service level

The epoca3.io web Services require a broadband Internet connection which is always active. EVCO S.p.A. accepts no responsibility and gives no guarantees regarding the availability, functionality and cost of the broadband Internet connection.

The user is responsible for the costs incurred for the Internet connection in order to be able to use the epoca3.io web Services and the user therefore declares and agrees that he is solely responsible for any disputes arising from any Internet service or with Internet providers.

By accepting these Terms of Service, the user declares he is aware that the services provided by the epoca3.io web Services depend on the quality of the Internet connection and the quality of the connection between the devices and router used.

Within the scope of the provision of the epoca3.io web Services regarding the hosting of the servers and the guarantee of the service level provided (SLA: Service Level Agreement), it is based on the service level provided by the subcontractors which EVCO S.p.A. uses for the provision of these services, which guarantee a monthly up-time of 99.5% for the infrastructure and of 95.0% for the website front-end.

The epoca3.io web Services meet high standards of continuity in the provision of the service. Should the service not be available, typically due to extraordinary maintenance and upgrading of the infrastructure and platform, EVCO S.p.A. or its subcontractors shall only be responsible

in the event of prolonged suspension but not when exceptional circumstances make the Internet network unavailable or due to force majeure including system blackouts both locally and globally.

In any case, the management of the hosting agreements is the responsibility of EVCO S.p.A.

12. Applicable law - Jurisdiction - Disputes

12.1 These Terms of Service are governed by Italian law and the user acknowledges and accepts that the principles concerning conflict of laws, as well as the UN Convention on Contracts for the International Sale of Goods (CISG), shall not apply. These Terms of Service constitute the Agreement reached as a whole between the user and EVCO S.p.A. in relation to the epoca3.io web Services and:

- (i) replace any previous or contemporary communication, proposal or written or verbal statement relating to the matters covered by this Agreement;
- (ii) override any conflicting or additional provisions contained in any estimate, order, receipt or similar communication between the parties.

Nothing in these Terms of Service shall prejudice any of the user's rights under legislative provisions applicable that are contractually binding.

The parties are subject to Italian law and they indicate the Court of Belluno (Italy) as the authority having exclusive jurisdiction.

13. Processing of personal data

The Parties mutually agree that the collection, storage, use, transfer and other processing of any personal data, including, if any, sensitive data of which they have been, are or will be in possession as a result of this Agreement, shall be made in compliance with the obligations and requirements adopted by the local Law and the EU Regulation 2016/679 (GDPR).

14. General provisions

This Agreement may only be amended in writing by EVCO S.p.A.

The failure to exercise a right or power or to apply a provision envisaged in these Terms of Service on the part of EVCO S.p.A. shall not constitute a waiver of that right or power.

If any provision contained in these Terms of Service is considered invalid, the parties agree that the remaining clauses shall be interpreted according to the parties' intentions and shall remain fully valid and legally binding.

The exclusion of warranties and compensation for damage and the limitations of liability shall continue to apply after the termination of these Terms of Service.

This Agreement is drawn up in the Italian language and in the English language. In the event of any inconsistencies, discrepancies, conflicts, or differences of interpretation between the Italian version and the English version, the Italian version shall in all cases prevail and shall constitute the sole official, authentic, binding, and legally effective version for the purposes of the interpretation and performance of this Agreement.

Within the meaning and for the purposes envisaged in articles 1341 and 1342 of the Italian Civil Code, the user declares, following examination, that he accepts and expressly approves the following clauses:

1. Conditions of use of the service

3. Conditions of use

4. Account, password, data and security

5. Warranties and liability

- 6. Activities not covered by the Terms of Service**
- 7. Limitation of liability**
- 8. International use**
- 9. Duration of service**
- 10. Termination of service**
- 11. Service level**
- 12. Applicable law - Jurisdiction – Disputes**
- 14. General provisions**