

## TERMS AND CONDITIONS OF USE OF THE MY VISION SERVICE

### IMPORTANT:

- BY CLICKING ON THE “ACCEPT” BUTTON, YOU DECLARE TO HAVE READ AND TO ACCEPT THE FOLLOWING TERMS AND CONDITIONS OF USE OF THE MY VERSION SERVICE (“**TERMS**”). IF THESE TERMS ARE NOT ACCEPTED, YOU WILL NOT BE ABLE TO USE THE MY VISION SERVICE.
- These Terms are available for consultation and download from the web site [www.rivacold.com](http://www.rivacold.com), as well as within the INFO section of the RIVACOLD MY I.D. app.

### 1. DEFINITION AND INTERPRETATION

1.1 The following terms shall indicate and have the meanings specified below:

- “**Subscription**”: the subscription contract whereby the right to use the Service is acquired for a specific period of time;
- “**Contract**”: the contract of Service provision, between RIVACOLD, company under Italian law with headquarters in 61022 – Frazione Montecchio, Vallefoglia (PU), Via Sicilia no. 7, Italy, and the User Administrator (or the organisation, for which he/she operates), concluded pursuant to the following article 2 and which is understood to consist of (i) these Terms, and (ii) the Subscription;
- “**Device**”: the gateway device which, if preinstalled or subsequently installed in a Rivacold machine, permits the use of the Service;
- “**Machinery**”: the Rivacold machinery equipped with a Device;
- “**Party/Parties**”: the User Administrator and/or RIVACOLD intended individually or jointly as the case may be;
- “**Service**”: the subscribed service called “My Vision” which allows the remote monitoring and control of the Machinery, as described at <https://www.rivacold.com/ww/en/my-vision>, including the associated software applications through which this service is provided;
- “**Authorised Third Parties**”: the parties who are authorised to use the Service by the User Administrator, outside the latter’s organisation;
- “**User**”: jointly identifies the User Administrator and the Authorised User;
- “**User Administrator**”: the party that activates the Service first, with reference to one or more Devices;
- “**Authorised User**”: the party who is authorised to use the Service by the User Administrator and is part of the latter’s organisation.

1.2 If not in conflict with the party or with the context:

- any term referred to in the singular shall include the plural and vice versa;
- each term referring to a natural person shall be understood as also referring to companies and to entities not incorporated as companies and vice versa.

### 2. CONCLUSION AND SUBJECT OF THE CONTRACT

2.1 Without prejudice to the provisions of paragraph 3.2 concerning the activation of the Service, the Contract shall be intended as concluded when:

- the User Administrator has created a Rivacold account; and
- the User Administrator has accepted these Terms; and
- the User Administrator or the organisation, for which he/she operates, has purchased a Subscription in accordance with the provisions of paragraph 2.2 below.

The User Administrator who concludes the Contract on behalf of the company for which he/she operates declares to hold the powers of representation required for the purposes referred to in this paragraph 2.1.

2.2 The purchase of a Subscription - from RIVACOLD or from authorised dealers that resell the Subscription in their own name, but on behalf of RIVACOLD - may occur:

- a. at the time of the Machinery purchase or, alternatively, of the Device to be installed on a Rivacold machine without one, if the Machinery purchase price and/or Device includes a Subscription; or
  - b. at the time, the specific activation codes were purchased.
- 2.3 By concluding the Contract, RIVACOLD accepts no additional and/or different obligations than those provided for in the Contract itself. In particular, RIVACOLD, although it may have access to technical data relating to the Machinery does not assume any obligations to provide assistance in relation thereto.

### **3. ACTIVATION OF THE SERVICES - USE OF THE SERVICES BY AUTHORISED THIRD PARTIES**

- 3.1 To use the Service it is necessary to have entered into the respective Contract pursuant to paragraph 2.1 below or have been authorised by the User Administrator according to paragraph 3.3 below.
- 3.2 The Service shall be activated:
- a. upon registration of the Device, in the case referred to in paragraph 2.2(a); or
  - b. upon use of the specific activation codes, in the case referred to in paragraph 2.2(b).
- 3.3 The User Administrator, once the Service has been activated and with reference to a specific Device, has the right to grant the Authorised Users and/or Authorised Third Parties access to the Service connected to the Device, within the limits and under the conditions specified in the Contract. In addition to the foregoing, it being understood that RIVACOLD shall remain outside the contractual relationship relating to the use of the Service by Authorised Third Parties.
- 3.4 In view of the above, RIVACOLD accepts no responsibility or obligation with reference:
- a. to the use of the Service by Authorised Third Parties;
  - b. to additional and or different services promised and/or granted by the User to third parties.

### **4. LIMITS TO THE USE OF THE SERVICE**

- 4.1 The Service may not be used for unlawful purposes, in an illegal manner or in such a way as to cause damage or interruptions to the operators or users of telecommunications. The User and/or the company for which he/she operates shall hold RIVACOLD indemnified and harmless from any consequence resulting from the unlawful use of the Service by the User and/or by Authorised Third Parties.

### **5. SUSPENSION OF THE SERVICE**

- 5.1 RIVACOLD may partially or completely suspend the provision of the Service, at any time, even without prior notice, in the event of network problems and/or problems with the Device and/or with the equipment used to provide the Service, as well as in the event of extraordinary maintenance or unscheduled changes.
- 5.2 Where possible, RIVACOLD shall give the User and Authorised Third Parties adequate notice regarding any suspensions of the Service due to ordinary or extraordinary maintenance.
- 5.3 RIVACOLD shall not be liable where the failure to use the Service is ascribable to the operator of the telecommunications network, to connectivity providers or to other services supplied by third parties, or resulting from exceptional circumstances or force majeure or, however, due to causes not attributable to RIVACOLD.

Without limitation, RIVACOLD does not assume any liability for the suspension of the Service in the following cases:

- a. no connectivity or operational errors or any malfunctions of the Service provided through the Device resulting from variable factors not connected to RIVACOLD such as mobile signal coverage in the area, the capacity of the mobile network and the levels of congestion of such networks;
- b. data transmission weaknesses through 2G/4G technology or to other mobile network standards for the Service provided through the Device due to external sources, interference, weather conditions or obstacles, breakdowns or interruptions attributable to connectivity suppliers and/or other services provided by third parties;
- c. any shortcomings in the Service due to improper use thereof.

## **6. WARRANTY EXCLUSIONS - LIMITATIONS OF RIVACOLD LIABILITY**

- 6.1 Use of the Service is at the sole risk of the User and/or the organisation, for which he/she operates; consequently, the risk associated with the provision, the precision and the use of the Service connected to the Machinery shall be entirely borne by the User and/or the organisation, for which he/she operates.
- 6.2 To the fullest extent permitted by applicable law, the software applications through which the Service is provided are made available as is, as available and with no warranty whatsoever by RIVACOLD.
- 6.3 RIVACOLD does not guarantee that the use of the Service is suitable to satisfy the needs of the User and/or the organisation, for which he/she operates and/or Authorised Third Parties, or that the use of the Service will be uninterrupted or free from defects.
- Any information or advice provided by RIVACOLD or its distributors and/or dealers may under no circumstances be construed as a guarantee obligation for RIVACOLD.
- 6.4 To the fullest extent permitted by applicable law, RIVACOLD shall not be responsible, and therefore not liable for any compensation for any damages resulting from or in connection to the use of the Service.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All property rights or trademark licensing, patents or other intellectual property and/or industrial rights connected to the Device, the software applications relating to the Service or to the Service itself, are and shall remain the property of RIVACOLD or its licensees. The User must not commit any act that may breach these rights.
- 7.2 The User Administrator is granted a limited nonexclusive, revocable licence for the use of the software applications through which the Service is provided. This licence shall remain in force until the Service Subscription is terminated, irrespective of the cause for termination.

## **8. TERM OF THE CONTRACT - RENEWAL**

- 8.1 The term of the Contract shall vary according to the type of Subscription purchased. This term shall be calculated from the Service activation date, to be established according to paragraph 3.2 above.
- 8.2 RIVACOLD will send notification 30 days before, 14 days before and on the same day the Subscription expires, to the User Administrator, by email to the address communicated during registration of their Rivacold account, as a reminder that the Service is approaching expiry or has expired.
- 8.3 In the event of non-renewal, upon expiry, the Contract will not be automatically renewed and use of the Service will cease.

## **9. EARLY TERMINATION**

- 9.1 RIVACOLD reserves the right to terminate the Contract forthwith or suspend access to the Service at any time if it deems that one or more of the following provisions have been breached: Art. 4 (Limits to the use of the Service) and Art. 7 (Intellectual property rights).
- 9.2 The provisions set forth in articles 4, 6, 7, 8, 10, 11 and 12 shall remain valid after expiry, cancellation and/or early termination of the Contract.

## **10. PERSONAL DATA PROCESSING**

- 10.1 The Parties mutually declare that they are independent Data Controllers in their mutually dealings.
- 10.2 The Parties mutually acknowledge that they will process the personal data acquired in connection with the Contract according to the current legislation applicable concerning the processing of personal data. For this purpose, the User Administrator is required to consult the information notice at the bottom of the page.
- 10.3 In order to use the Service requested, the User Administrator must not share any personal or third party sensitive data. MY VISION is not a system designed for the collection and storage of sensitive data. Accordingly, where the User Administrator enters, for any reason, personal or third party sensitive data, into MY VISION he/she does so under his/her own exclusive responsibility.
- 10.4 Should the implementation of the contractual relationship also involve the processing of personal data from parties other than the User Administrator (such as, for example, his/her employees, end customer

users), that individual ensures compliance with the legislation in force on the protection of personal data. In particular, it is the User Administrators responsibility to inform the data subject and obtain, where appropriate, consent to the processing of personal data. On the understanding that by accepting the Contract, it is considered that the User has fulfilled his/her obligations set forth by the law concerning the processing of personal data.

- 10.5 The Parties acknowledge likewise that they shall make every effort to co-operate where appropriate to provide third parties with the respective information on the processing.

## **11. PROCESSING OF TECHNICAL DATA**

- 11.1 RIVACOLD may collect and use technical data relating to the Machinery and to the Device and the information linked thereto, including by way of example, technical information on the Machinery or the Device.
- 11.2 In particular, “technical data” shall mean the data relating to the location, the performance and the operating parameters of the Machinery, which RIVACOLD reserves the right to use for statistical and commercial purposes. This activity does not impose any obligation on RIVACOLD, or any right on the User or to any third party.
- 11.3 RIVACOLD ensures that the technical data referred to in the foregoing paragraphs 11.1 and 11.2 shall be kept for the duration of the Subscription to the Service and however, for a minimum period of 2 (two) years.
- 11.4 The conclusion of the Contract and in any case, the use of the Service implies unconditional acceptance of the provisions set out in this article 11.

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 12.1 These Terms are governed by the Italian law.
- 12.2 Any dispute relating to these Terms shall be referred to the exclusive jurisdiction of the Court of Pesaro (Italy).
- 12.3 Nevertheless, RIVACOLD shall have the unconditional right to initiate proceedings under the jurisdiction of the User (or the organisation, for which he/she operates) before the competent court.

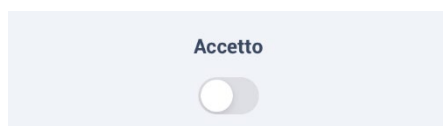
## **13. MISCELLANEOUS**

- 13.1 Should RIVACOLD not exercise the rights or authority reserved to it by these Terms, such conduct cannot be construed as a waiver to such right or authority nor shall it preclude RIVACOLD from subsequently enforcing said rights or authority, or any other right or authority envisaged under these Terms.
- 13.2 The invalidity of one of the contractual clauses shall not prejudice the validity of the remaining clauses, which shall remain valid and effective.
- 13.3 RIVACOLD shall not be, in any way liable for the non or delayed performance of any of the obligations relating to the provision of the Service, if such non or delayed performance is due to force majeure events such as wars, fires, earthquakes, floods, tsunamis, strikes, pandemics, difficulties experienced with labour shortages, shortages of raw materials, energy restrictions, acts by the public authorities or any other action or cause, which cannot be reasonably foreseen or which RIVACOLD cannot reasonably remedy through the use of due diligence. In such cases, the period for provision of the Service shall be considered suspended for the entire duration of the force majeure event, provided that, should such event prevent the provision of the Service for more than 3 (three) months. The User Administrator or the company for which he/she operates shall be entitled to terminate the contract by sending a registered letter with acknowledgement of receipt, certified electronic email or courier to RIVACOLD, without any liability or consequence for RIVACOLD.
- 13.4 Unless stated otherwise, any communication to RIVACOLD relating to these Terms must be made in writing and sent via e-mail to the address [aftersales@rivacold.com](mailto:aftersales@rivacold.com). Communications to the User Administrator shall be sent to the e-mail address specified by the same during registration of the Rivacold account.

## Information on the processing of personal data - Art. 13 of Regulation (EU) 2016/679)

The *Point-and-click* accession to the Contract, as formulated above, is from the MY ID App, which you are consulting or from the MY Vision website. Please refer to the information notice already available on such IT resources, which supplement this document pursuant to Art. 13, paragraph 4 of the GDPR. In addition, with reference to this Contract, RIVACOLD specifies that, it shall necessarily process all the data required for accession thereto, typically: name, surname, email, company. Optionally the following may also be added: address and telephone number if provided by you. It shall also process the personal data implicit in the subsequent management of the relationship, which is typically: start date, suspension or termination of the IOT service, User Administrator associative data to a specific gateway. The purpose is to implement the Contract; the legal basis is Article 6, paragraph 1, letter b) of the GDPR. The provision of data is required for the purpose of processing. Retention of collected data: the data shall be processed for the entire term of the Contract and subsequently for the fulfilment of all obligations laid down by the law to which, the data controller is subject, for example retention obligations for tax implications (where applicable). For the purposes of any assessment/exercise/defence of rights, already specified in the information notice in your hands applies.

By accepting these Terms, the User Administrator also confirms to have read the abovementioned information notice concerning the processing of personal data.



The User declares to have read and expressly accept, for all legal purposes the following clauses: Paragraph 3.1 (Activation of the Services - 3.3 and 3.4 (Use of the services by Authorised Third Parties - Art. 5 (Suspension or interruption of the Service); Art. 6 (warranty exclusions - limitations of RIVACOLD liability); Art. 9 (Early termination); Art. 12 (Applicable law - Dispute resolution).

