



EULA (End-User License Agreement) LICENSE AGREEMENT WITH END USER

IMPORTANT - READ CAREFULLY:

BY CHECKING THE BOX OR CLICKING THE BUTTON TO CONFIRM YOUR ACCEPTANCE WHEN YOU INITIALLY INSTALL THE APP OR OTHERWISE INSTALL OR USE THE APP, YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT CHECK THE BOX OR BUTTON AND/OR DO NOT INSTALL OR USE THE APP AND UNINSTALL THE APP FROM ALL OF YOUR DEVICES, IF APPLICABLE.

This application is owned and operated by Alosys Communications Srl (**Licensor**).

By installing, using, accessing or enjoying the "You Key" application (hereinafter also referred to as "**Application**" or "**App**") in any way, the user of the App ("**User**") agrees to comply with and be bound by these End User License Agreement

- "**EULA**") and the other rules governing the App, including any future amendments thereto that may be made at Licensor's discretion. Use of the App is subject to the provisions of this EULA, which is concluded exclusively between the User and the Licensor - who is solely responsible for the licensed application and its content - and may not be transferred to third parties.

The User is invited to check carefully, from time to time, the latest update of this EULA and the other rules governing the Application, which are available on the Application's website and which are:

- this EULA;
- the functionalities for using the App, which can be found at the following link: <https://www.appyoukey.com/> ;
- the minimum technical requirements for the App to work, available at the following links: <https://apps.apple.com/it/app/youkey-by-alosys/id1580787513> ; <https://play.google.com/store/apps/details?id=it.alosys.youkey&gl=IT>
- the Privacy Policy, available at the following link: <https://www.appyoukey.com/copia-di-privacy-policy>

1. Application

As used in this EULA, the term "**App**" means (i) the software application offered by Licensor under the trade name "**You Key**" that is being downloaded from the Google Play™ store operated

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by Google LLC ("**Google**"), for licensed use in conjunction with or on an Android™ mobile device or other Android proprietary handheld software platform operating on a wireless handheld device, or from the App Store®, operated by Apple Inc. ("**Apple**"), for licensed use in conjunction with or on an Apple® mobile device or other Apple proprietary handheld software platform operating on a wireless handheld device (each, a "**Device**"), and (ii) any electronic documentation related to the App.

2. Functionality of use

By downloading the App, the User will be able to take advantage of a confidential and securedigital content exchange service: digital content sent by the User will only be accessible to one or more selected recipients and the end-to-end transmission system will guarantee its integrity and authenticity.

In fact, the App is based on a system that advantageously uses a Device as an aid for end-to-end encryption of the digital content to be exchanged and detection of the data of the User of the Deviceparticipating in the exchange of digital content, including personal and/or biometric data and/or at least a PIN chosen by the User and/or a unique identifier of the Device and/or associated with the telephone service.

The App enables the transmission of secure and confidential digital content not only where this is stored on a Device but also where such digital content is stored on a computer or cloud. By installing an auxiliary app on the computer, the App will also be able to access said content directly from the Device.

The App does not collect or process biometric data or other data belonging to special categories within the meaning of Art. 9 of the EU Regulation 2016/679 (GDPR).

For more information on how the App works, please refer to the following link:
<https://www.appyoukey.com/>

3. Registration

In order to use the services offered by the App, the User must register by following the relevant instructions. To ensure a higher level of security, the App provides for multiple levels of identification.

During registration the App will acquire, with the User's consent, certain information necessary for its identification, such as: personal identification data, PIN. Some contact data relating to other

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subjects that the User intends to invite in order to create a sharing community may also be acquired. In this case, the User declares and warrants that he/she has previously informed these subjects that their contact data will be transferred to the Licensor in order to proceed with the registration and they have authorised this transfer.

At the end of these acquisitions, the App will generate a unique personal code of the User, necessary for the subsequent exchange of digital content.

The exchange of digital content may take place between User and (i) a sharing community created by User himself through selection of other users already registered to the App and/or (ii) a pre-existing sharing community to which User is a member. In case User is a member of an organisation, User is automatically added by the App to the organisation's community.

4. Licensing

Licensor grants the User a personal, revocable, non-exclusive, non-transferable and limited right to download, install and use the App on a single Device controlled by the User, and to access and use the App on such Device strictly in accordance with the terms and conditions of this EULA. This EULA applies to updates or additions

of the original App provided by Licensor, unless a separate license for use is attached to such update, in which case the terms of such license shall prevail. The only party obliged to provide updates and/or additions to the App is Licensor. Apple and Google have no obligation to provide updates or supplements to the User.

5. Restrictions.

User is prohibited to: (i) decompile, reverse engineer, disassemble, reverse engineer the App or attempt to derive its source code; (ii) make changes, adaptations, improvements or enhancements to the App, or derive translations or derivative works from it (iii) violate any laws, rules or regulations applicable to User's access to or use of the App; (iv) remove, obscure or alter Licensor's proprietary notices, including any copyright or trademark notices, or otherwise obscure or modify the App (v) install, use or permit the App to be installed on more than one (1) Device at a time or on any other mobile Device or computer, except by separate downloads of the App, each of which will be subject to a separate licence (this restriction does not however limit the User's right to re-install the App on the specific Device for which it was downloaded) (vi) distribute or connect the App to multiple Devices or other services, or (vii) make the App available over a network or other environment that allows access or use by multiple Devices or users at the same time.

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6. User rights and use of the App

Licensor does not claim ownership of the information sent by User via the App. The User shall be the owner of the necessary rights to the information he sends via the App.

By using the App, the User acknowledges and in any case accepts:

- a. that he/she is personally responsible for the use that he/she makes of the App and of the content entered, transmitted or uploaded to the Application from his/her Device, with all the consequences that may arise in legal terms;
- b. to use the Application in accordance with applicable national, European and international standards;
- c. to comply with this EULA, the functionality of use of the App, the Privacy Policy and all therules and limitations stated therein.

By using the App, the User specifically represents and warrants:

- i) to be of legal age;
- ii) that they have the right to use and transmit any and all content entered, transmitted or uploaded into the App from their Device.

7. Intellectual Property Rights.

The App and all rights, including, without limitation, proprietary rights (including, without limitation, source code, object code, images, photographs, animations, video, audio, music, text and "applets" contained in the App, but excluding third party software or user-uploaded content), printed ancillary material and any copies of the App, and all related rights to

intellectual property rights (including copyrights, patents, trademarks, trade secrets, etc.), are the property of Licensor. Except as expressly and unequivocally provided herein, User does not acquire, and Licensor does not grant User, any express or implied right to such intellectual property rights, which are the sole property of Licensor. The Licensor acknowledges and agrees to be solely responsible in case the App and its content infringes the intellectual property rights of third parties and to be the sole party obliged to handle any claims or legal actions that may arise therefrom. User acknowledges and agrees that he/she is solely responsible for any claims or legal actions for any damage or injury resulting from his/her use of the App, thus excluding any liability of Licensor, Google, Apple, platforms or service providers of the App.

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8. Reservation of rights

Licensor reserves all rights not expressly granted to the User in this EULA in connection with the App.

9. Resolution.

This EULA shall be effective from the time User accepts its terms or uses the App in any way. Without prejudice to any other rights of any "Provider" (as defined in clause 9 below) or as otherwise set forth herein, Licensor may terminate this EULA, effective immediately and without any prior notice, in the event of any failure to comply with the following provisions: 4, 5, 6, 7, 10, 15 and 17. In the event of such failure, User shall immediately delete or destroy all copies of the App, as well as all related materials and components thereof. This EULA may be terminated by the User by deleting the App from its Device.

10. Export Restrictions/Legal Compliance

You agree not to export, re-export, transfer or transmit, either directly or indirectly, or through agents, the App or any part thereof, or any information, media or app related thereto, in violation of any export control laws, regulations or orders, including without limitation the US Export Administration Act of 1979 and any applicable national or EU laws and regulations, as amended, and their implementing regulations, to the extent they relate to activities performed under this Agreement

You represent and warrant (i) that you are not located in any country that is subject to a United States government embargo or that has been included by the United States government as a terrorist sanctuary country, nor (ii) that you are on any United States government list of banned or restricted persons, including the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce's Denied Person's List or Entity List.

11. Exclusion of guarantees

Neither Licensor, nor Google, nor Apple, including their subsidiaries or affiliates (collectively, the "Providers"), guarantees that the App (i) will meet Your requirements or ensure uninterrupted or error-free operation; or (ii) will be compatible or interoperable with Your Device or any other hardware or software, appliance or device installed or used in connection with Your Device. You further acknowledge that (i) any compatibility and interoperability issues may impair or completely interrupt the performance of your Device, resulting in permanent damage, loss of stored data, and corruption of software or files stored on the Device, and (ii) any updates to the

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operating systems of the Devices may require consequential updates to the App, which may require technical time during which the use of the App may be limited or suspended. You further acknowledge, accept and agree that no Provider (including telecommunications service providers and telephone operators) shall be liable for any losses incurred by, or in connection with, compatibility or interoperability issues.

To the maximum extent permitted by applicable law, no Provider represents or warrants that any content stored or used by User through the App will not be subject to damage, corruption, loss, attack, viruses, interference, hacking, security system intrusion or removal under the terms of this EULA. In addition, no Provider shall be liable (and each Provider hereby disclaims any and all liability in respect thereof) in the event of any such event of damage, corruption, loss, attack, virus, interference, hacking, intrusion into security systems or removal.

12. Exclusion of liability for damages

Without prejudice to the provisions of mandatory laws, Licensor shall be released from any and all contractual and/or extra-contractual liability for direct and/or indirect damages suffered by Users due to the use of the App - including the failure, suspension or interruption thereof - and shall not be liable for any compensation as a result thereof.

Licensor's liability for direct and/or indirect damages suffered by Users due to the use of the App is in any case limited to the functionality of use of the App as referred to above and the amount paid by the User for the App itself.

13. Applicable Law and Competent Jurisdiction.

This EULA is governed by Italian law

For any dispute that may arise in relation to the validity, interpretation, execution or termination of this EULA and the other rules governing the Application, the Court of Rome shall have exclusive jurisdiction.

Other national regulations under the law of the state or country of residence may apply to the User, where these do not allow for derogations.

14. Other rules of use, restrictions, obligations, rights and notices concerning the mobile application.

User acknowledges that (i) this EULA is solely between User and Licensor and not with Google, Apple or any other platform or service provider of the App, and (ii) Licensor, and not Google or

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Apple, is solely responsible for the App and its content. By way of example, your use of the App with a Device is subject to the usage rules set forth by Google or Apple (depending on the rules to which the Device is subject), including those available at https://play.google.com/intl/it_it/about/play-terms/ or accessible on Google Play for Android Devices or set forth in Apple's App Store® Terms and Conditions, available at <https://www.apple.com/legal/internet-services/itunes/it/terms.html>, for Apple Devices. The applicable provisions are incorporated herein by this reference.

In no event shall Google, Apple and its subsidiaries and affiliates or their licensors, or any other platform or service provider for the App (including real-time broadcast service providers and telephone operators) be liable for any claims of You or any third party relating to the App (including the sale and distribution thereof), the possession or use of the App, including without limitation (i) any product liability claims, (ii) claims for alleged non-compliance of the App with any applicable legal or regulatory requirements, and (iii) claims brought under consumer protection, privacy or similar laws.

Except as provided herein, nothing contained in this EULA is, or shall be construed as, conferring upon any third party (other than the parties hereto) any rights, benefits or remedies of any kind or character or creating any obligation or liability of any party to such parties. Notwithstanding the foregoing, You acknowledge and agree that Apple and its affiliates are third party beneficiaries of this EULA and that, upon acceptance of the terms and conditions hereof, Apple shall have the right (and be deemed to have accepted) to enforce this EULA against You as a third party beneficiary.

The use of the App may result in fees being charged on the User's bill depending on the User's telephone contract. Licensor is not responsible for any mobile device charges or fees associated with the use of the App. Please contact your mobile operator for any applicable charges.

15. Manleva.

User agrees to indemnify and hold Licensor and any Provider harmless for any claims or demands, including for losses and liabilities, claims, demands, damages, costs or expenses, actions, suits, proceedings, judgments, awards, charges and encumbrances, including attorneys' fees and costs, brought by third parties or otherwise, caused by or arising out of: (i) your breach of any of the representations, warranties, understandings or obligations set forth in this EULA (or any other breach of the Agreement in place between you and the Licensor based on this EULA), (ii) information, user content or other materials transmitted, submitted or provided by you through your Device, or (iii) your violation of any law or the rights of any third party, including your violation of any intellectual property or other rights of any person or entity.

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The indemnification obligations under this Article shall not terminate and shall survive the termination for any reason of this EULA.

16. Personal Data

User agrees, accepts and acknowledges that the App may collect and use technical data and related information. Such information may: (i) include technical information about the Device on which the App is used, (ii) be necessary to ensure optimal performance of the App, and (iii) be used in connection with any technical support offered by Licensor.

In particular, the Licensor automatically collects and analyses technical usage data from the Device to facilitate its operation. More information on the data collected by the Licensor and its use is available in the Privacy Policy.

17. Terms applicable to third-party software; notices.

Certain parts of the App may use or include third party software that is subject to open source and/or third party license terms ("Third Party Software") which are set out in clause 17.6 below. You acknowledge, agree and understand that your right to use such Third Party Software in or in connection with the App is subject to and governed by the terms and conditions of the open source and/or third party license terms and conditions applicable to such software, including without limitation any applicable acknowledgements, license terms and disclaimers contained therein. In the event of any conflict between the terms of this EULA and the terms of such open source or third party licenses with respect to use of the relevant third party software, the terms of the open source and/or third party license shall prevail.

Some parts of the App allow the User to connect the App to select platforms not owned or operated by Licensor, as shown in the App ("Third Party Platforms"), which may require the User to have an account of their own. User acknowledges, agrees, and accepts that Licensor is in no way responsible for User's account on the Third Party Platform, nor for any activity related to User's use of the Third Party Platforms, including but not limited to User's access to User's account on the Third Party Platform.

Parts of the App are provided with community and third party open source licenses governing its use; any license granted under this EULA does not modify any rights and obligations User may have under such open source licenses. However, the warranty disclaimer and limitation of liability provisions in this EULA shall apply to all elements of the App.

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Apple®, App Store® and related trademarks, service marks, names and logos are the property of Apple Inc.

Considering that a part of the App is partially based on the Apple and Android platforms, as Licensor has embedded the SimplePing.M software code into the App, the following third party terms are incorporated herein and form part of these licence terms:

By downloading the App, the User also acknowledges and accepts the following licence agreements:

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This Apple Software is provided by Apple on an "as is" basis. Apple makes no warranty of any kind, express or implied, including, without limitation, the implied warranties of non-infringement.

The merchantability and fitness for a particular purpose relating to Apple software or its use and operation alone or in combination with Your products.

In no event shall Apple be liable for any special, indirect or consequential damages (including, without limitation, the provision of substitute products or services, loss of use, data or profits, or business interruption) arising in any way out of the use, reproduction, modification, and/or distribution of Apple software, or any damages whatsoever arising in contract, tort (including negligence), strict liability or otherwise, even if Apple has been advised of the possibility of such damages.

<https://apps.apple.com/it/app/youkey-by-alosys/id1580787513>

You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this End User Licence Agreement upon your acceptance of the terms and conditions of this End User Licence Agreement. Apple may enforce this End User License Agreement as a third party beneficiary.

18. More

This EULA, including the documents incorporated herein by reference, constitutes the entire agreement between User and Licensor with respect to the App; (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter hereof; and (ii) prevails over any conflicting or additional terms of any similar understanding or communication between the parties during the term hereof. In the event that any provision of this EULA is held invalid, all other provisions shall remain valid, except to the extent that such validity would defeat the purpose of this EULA, and this EULA shall be enforced to the

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maximum extent permitted by applicable law. Any amendment to this EULA shall be binding only if in writing and signed by a duly authorised representative of each party. This EULA shall be valid and binding for the benefit of the parties' heirs, successors, and permitted assigns. The failure of either party to exercise any right arising out of a breach by the other party of any provision of this EULA shall not be deemed a waiver of any right applicable to a subsequent breach of such provision or any other right hereunder.

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ISO 9001 : 2015
ISO 14001 : 2015
ISO 27001 : 2017
ISO 45001 : 2018

