

## **TERMS AND CONDITIONS OF USE OF THE APP**

To provide our services through the App, its functions or the software, the user must expressly agree to our Terms and Conditions of Use ("Terms") and the Privacy Policy, in the prescribed manner by accessing the App, set out below. By registering, installing, accessing or using our App, our functions or our software, the user agrees to the Terms.

We provide you with a tool for remote control BESTWAY SPA or AIRBED.

**Registration.** To use the service via the App, it is necessary to register and activate an Account. The Account is a one-person account and unauthorized use of another person's Account constitutes a breach of these Terms. To register with this App, users must use the correct information. Account holders are solely responsible for the activities carried out through their Account; Account holders must, therefore, keep the access credentials (user id and password) communicated to them during registration in a safe place; if they do not do so, Account holders can be held liable for any illegal activity carried out using the access credentials of their Account. Account holders also undertake to immediately notify BESTWAY of any unauthorised use or breach of security of their Account.

BESTWAY cannot be held in any way liable for the conduct of Account holders in violation of this Terms and shall not in any case be liable for damages that may result from security breaches, unauthorised access

and any other event that depends on the conduct of Account holders. In any case, BESTWAY reserves the right to suspend and/or cancel, at its sole discretion and without prior notice, the Account of one or more holders, if it considers that this is necessary to protect its commercial interests and/or for similar reasons and/or in compliance with an order of the competent authorities.

Use of the App implies the prior identification of the user, who must login in the appropriate session using the credentials provided at the time of registration. The App allows the service to be used after registering an Account and fully accepting these Terms and the Privacy Policy.

**Use of the App.** Use of the App is entirely free of charge. Users using the service does so at their own risk and under their sole responsibility (see "Limitation of Liability" below).

**Intellectual Property (IP).** The Contents of the App (the "Contents") are intellectual property which is registered or licensed to BESTWAY, and therefore subject to copyright and other intellectual property rights. The Contents may include intellectual property which is registered and protected, also under International Treaties. It is strictly forbidden for users to use, copy, reproduce, transmit, sell, license or in any case use the Contents for purposes other than those prescribed by these Terms without the prior written consent of BESTWAY.

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**Limitation of liability (LoL).** BESTWAY shall under no circumstances be liable for damages deriving from the use of the App, except as provided for by mandatory legal provisions. BESTWAY provides the App "as is" and does not guarantee that the App and/or the Contents are free from original or supervening errors, viruses and/or other technical defects or faults of any kind (by way of example, but not limited to: failure to load data, malfunction in whole or in part, slowness in passing from one session to another even to the extent of being unusable), nor does it guarantee the accuracy, reliability, completeness or updating of the App itself..

The App is therefore provided without guarantee of operation and that such defects may not be able to be promptly remedied. Under no circumstances shall BESTWAY or its suppliers be liable for direct or indirect damages (including damages for losses or lost profit or savings, business interruption, loss of information or data and other economic losses) incurred by the user or third parties by using or not being able to use the App by the user, even if the user has been advised of the possibility of such damages.

BESTWAY does not guarantee that the App can be viewed by users. Access to the App is at the sole risk and responsibility of users, who are responsible for compliance with the laws of their jurisdiction.

**Age.** If you reside in a country in the European Region, users must be at least 16 years old to use our services (or the older age required in your country to be allowed to register and use the application). If you reside in any other country with the exception of those of the European Region, users must be at least 13 years old to use our services (or the older age required in your country to be allowed to register and use the application<sup>②</sup>).

**Devices & Software.** Users must be equipped with certain devices, software and data connections to use our services that we cannot otherwise offer. To use our services, users agree to download and install updates to our services either manually or automatically. Users authorise

us to send notifications through the application if necessary to provide our services.

**Fees & Taxes.** Users are responsible for the operator's data plan, the internet costs and other costs and taxes associated with their use of our services.

**Updating.** These Terms also Apply to App upgrade versions, as well as to App improvements or changes

**Applicable Law and Jurisdiction.** These Terms are subject to your local law without regard to conflict of law principles. Any dispute that may arise between the parties concerning the interpretation or execution of the same shall be exclusively referred to the jurisdiction sited in your Country, with competence, also exclusive, of your local Court.

Personal data and other information about the user will be used only in accordance with the privacy regulations. Please read the attached Policy carefully before continuing. By downloading the App you consent to the use of this information in accordance with the Privacy Policy, which is an integral part of these Terms and Conditions of Use