

TERMS AND CONDITIONS OF USE OF THE "SIM 4.0" IoT SYSTEM – USER LICENSE

Introduction. Scope of Application.

This document sets out the Terms and Conditions of Use ("Terms", "T&Cs", or "User License") governing the use of the System, as defined below, by its users. For the purposes of these Terms, the App and the Portal may also be collectively referred to simply as the "APP".

Acceptance of these Terms is mandatory in order to use the APP. Before accepting these Terms, the user is required to read them carefully and retain a copy for future reference.

By accepting these **T&Cs**, the user acknowledges that they have read and understood the above-mentioned documentation.

These Terms may be updated or revised from time to time. Any changes will be communicated to the user through the APP (e.g. by push notification) or by any other means deemed appropriate by the Company before they take effect and, where required (e.g. in the case of material changes), will be subject to the user's approval.

1. Term of the License. Right of Withdrawal.

The license granted to the user to use the System is valid for a period of 5 (five) years.

2. Description of the "SIM 4.0" System and Terms of Use.

"SIM 4.0" is an IoT System (hereinafter the "System") owned by STARPOOL S.R.L., a company incorporated under Italian law, with its registered office at Via Stazione No. 25, 38030 Ziano di Fiemme (TN), VAT No. 01397570225 (hereinafter also referred to as the "Company", "STARPOOL", or the "Licensor"). The System is based on Cloud monitoring and enables selected STARPOOL products (hereinafter the "Product" or "Products") to be monitored and managed through electronic devices such as PCs, tablets, and smartphones. Where the customer (hereinafter also referred to as the "user", "end user", or "licensee") so chooses, the SIM 4.0 System may be connected to the Products to enable remote control, support and maintenance, as well as the generation of usage reports. The System is intended for both B2B and B2C customers.

As of the date of these **T&Cs**, SIM 4.0 may optionally be integrated with the following STARPOOL environments:

- **Eco Spa Technology – Pool (B2B users);**
- **My Wellness Place – Pool (B2C users);**
- **Home Spa Technology – Pool (B2C users).**

In the event that one of the above-mentioned environments is connected to SIM 4.0, the user may control the Product and access the data stored in the System through:

- a dedicated dashboard, accessible via a web browser through the portal available at <https://platform.logbotiot.cloud/pages/dashboards/manage> (hereinafter the "Portal" or "Dashboard"), connected to a 7-inch HMI tablet running the Android operating system (hereinafter the "Tablet") installed at the customer's premises. The Tablet enables the customer to control all Products connected to SIM 4.0;
- and, for My Wellness Place – Pool B2C customers, through the "My W-Place" mobile application (hereinafter the "App" or "APP"), available on the Apple Store and Google Play Store.

For all STARPOOL Products that are compatible with the System (and therefore eligible for integration), SIM 4.0 may be activated at any time and for any period chosen by the customer, provided that the customer has purchased the Service (which is an optional ancillary service in addition to the purchase of the Product) and complies with the terms of this User License.

The System enables users to remotely control and manage the Products through a range of available settings, as well as to remotely monitor the operating parameters of the Products installed at the customer's premises. The System also provides a detailed overview of the Product's operating status over time, allows users to view current and past alerts and faults, and enables Starpool and, where applicable, authorized third parties (e.g. authorized service partners or distributors) to modify the Product's control and advanced settings. Hereinafter,

the user's use of the System and the provision of the above-mentioned services shall collectively be referred to as the "Services".

Access to the System, its operating data, personal data, and remote control settings is granted through dedicated login credentials for the APP or the Portal selected by the user.

Upon first access to the App or the Portal, the user must register by entering the required data and information, including:

accept these Terms and Conditions of Use (**T&Cs**);

1. acknowledge the Privacy Notice relating to the processing of personal data for the System; if they so wish, provide their consent to the processing of their personal data for STARPOOL's direct marketing purposes.

Through the System, technical information (operating data) is collected and personal data relating to the customer (e.g. email address) and, where applicable, to third parties (for example, where the administrator user/customer creates multiple user accounts within the System, such as for family members or other users) may be processed.

For the provision of the Services, the Company processes both technical information and personal data. Certain data must be provided by the user because they are necessary for the provision of the Services (for example, the email address required to create a user account); other data are optional. The mandatory fields required to create the account are clearly identified.

For further information on the processing of personal data, please refer to STARPOOL's Privacy Notice [SL GTA 1.1], available on the Portal, within the APP, and on the STARPOOL website.

It should be noted that, as of the date of this DPIA, the System does not make use of artificial intelligence systems.

3. User Representations. Account, Password and Security.

The user is responsible for ensuring that the information provided to STARPOOL is accurate, complete, and kept up to date. The user represents and warrants that they are the owner and/or lawful user of the Product and that they are legally entitled, under the applicable laws, to accept these Terms and to use the System and the APP. The user is responsible for the accuracy and confidentiality of the information associated with their account, including their password, which is strictly personal, non-transferable, and confidential.

The user is solely responsible for maintaining the confidentiality of such information and undertakes to notify STARPOOL immediately of any unauthorized use of their account or any security breach (e.g. account theft). STARPOOL shall not be liable for any damage suffered by the user as a result of the use of the user's password or account by third parties where such use is attributable to the user's actions or omissions.

4. Deletion or Deactivation of the User Account Due to Inactivity.

If the user requests STARPOOL to delete their account, the account will be deactivated within a maximum of 30 days from the date of the request. From that moment on, the user will no longer be able to remotely control the Product or access the Services through the System. However, the information and data collected through the System up to that point may continue to be processed by the Data Controller for the purpose of improving the Services and Products.

Please note that the APP allows users to delete their account directly without submitting a specific request to STARPOOL. In such cases, the user is informed, both through these **T&Cs** and by means of a dedicated pop-up message within the APP, that account deletion is irreversible.

Furthermore, in accordance with the principle of storage limitation, the user's account will be deactivated in the event of prolonged inactivity. Specifically, if no access to the APP is recorded for a continuous period of 2 years, the user will receive an email notifying them of the possible deactivation of the account. The user will then have 30 days from receipt of the notice to confirm their intention to keep the account active by taking a positive action, such as logging into the App/Portal or replying to the communication in accordance with the instructions provided.

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If no response is received within the specified period, the account will be deactivated and the personal data associated with it will be deleted, without prejudice to any statutory data retention obligations and to the continued processing of the data/information collected up to that point for the purpose of improving the Services and Products.

The user shall always remain free to register and create a new account, provided that the contractual relationship with STARPOOL is still in force.

5. Intellectual Property and Express Prohibitions.

The APP, its layout, source code, and all content and/or materials available through the APP, including, without limitation, text, user and graphical interfaces, trademarks, logos, and the APP design, are the exclusive property of STARPOOL (or, where applicable, licensed to STARPOOL). Such content is protected by copyright, patent, trademark, and, more generally, by applicable intellectual property laws. It is prohibited to copy, reproduce, publish, upload, transmit, publicly display, encode, translate, or distribute, in any form or by any means, any part of the APP or its contents to computers, servers, websites, or any other medium intended for publication or distribution.

Users of the APP are expressly prohibited from attempting to gain access to any part or functionality of the APP for which they are not authorized, or to any other systems or networks connected to it, including through hacking techniques, password interception, or any other unlawful means.

Users shall refrain from probing, scanning, or testing the vulnerability of the APP, as well as from breaching or attempting to circumvent the security or authentication measures required for access to and/or use of the APP. Reverse engineering activities, as well as tracing or attempting to trace the origin of information relating to other users, are expressly prohibited. The APP may not be used to disclose any information contained therein, including information relating to third parties. Users undertake not to use any device, software, procedure, or mechanism intended to interfere with the proper functioning of the APP and to refrain from any use of the APP that is prohibited by these Terms or by applicable law, or that may result in or facilitate the commission of criminal offences or any other unlawful acts.

6. Disclaimer of Warranties. Limitation of Liability.

STARPOOL shall use reasonable efforts to ensure that the APP is free from errors and remains continuously available. However, STARPOOL shall not be held liable for the existence of any errors or for any failure to correct them, nor if, for any reason, the APP is unavailable or inoperative at any given time or for any period of time. Furthermore, STARPOOL shall not be liable for any damage arising from the use of the APP where such damage is attributable to the user, including, by way of example and without limitation, malware infections, transmission of computer viruses, data theft, communication line failures, or any other similar events. Access to the APP may be temporarily suspended without prior notice in the event of system failures, maintenance, repairs, circumstances beyond STARPOOL's reasonable control, or force majeure events.

7. Breach of these Terms. Suspension or Termination of Access to the APP.

If the user breaches one or more provisions of these Terms, STARPOOL may, without prior notice, disable the user's access to the APP either temporarily or permanently, depending on the seriousness of the breach. STARPOOL reserves the right, at its sole discretion, to suspend or permanently terminate a user's access to the APP at any time where this is necessary to protect its own rights or the rights of third parties, including other users.

8. Communications.

For any questions, requests, or support regarding the use of the APP, users may contact STARPOOL by sending an email to info@starpool.com.