

APP - Terms and Conditions (EULA)

End-user license agreement for users of the App (EULA)

1. Important Information and Information About Us.

The license terms below are valid for Mr Advice Ltd applications made for mobile devices (and any updates / upgrades) available for download from the Apple App Store or the Google Play Store (App or Service).

The provision of services offered by Mr Advice Ltd through the App is subject to the online Terms of Service below. The use of personal data sent by or through the App is governed by the privacy policy of Mr Advice Ltd.

The Service is provided by Mr Advice Ltd based in London U.K. at 41 Devonshire street, Ground Floor, with Company Number 12842213, Vat number GB 357 2900 89.

By downloading, accessing and / or using the App, the user confirms that he accepts and agrees to be bound by these terms and acknowledges that they constitute a legally binding contract between the user and us. If you download, access or use our Service while you are employed or as a representative of another entity (such as a business, government or other entity), you agree to these terms on your own behalf and to account of his employer or the entity he represents. The user warrants and declares that he has the authority to act and engage on behalf of the relevant legal entity. In these terms, "the user" includes both the user in a personal capacity, and his employer or other entity that the user represents.

In case of non-acceptance of the terms of this EULA, our Privacy Policy or the Terms of Service that apply to the user, the user should not check the I accept these terms box and should refrain from using our Services.

We reserve the right to change these terms from time to time by notifying the user when they access the Services again (the updated terms will be shown on the screen or by means of a link to the new version).

2. Access to the Services.

The user can access our Services only if he is:

- a client of Mr Advice Ltd;
- and the access credentials have been explicitly sent to him in writing.

Any other access must be considered as illegal and illegitimate and will be prosecuted as illegal access to the information system as well as for any other identifiable crime.

The user agrees to download and use the App in accordance with these terms.

The user agrees to provide his e-mail address and telephone number to Mr Advice Ltd. and agrees to share this data with us to the extent necessary for the provision of the Services and as set out in our Privacy Policy.

The user acknowledges that the App is intended for use by persons who are at least 18 years old.

In the event that the App is used by a handicapped, incapable or minor, one of the parents or legal guardian of the minor concerned will accept the terms on his behalf and will ensure that the handicapped, incapable or minor respect.

The user declares that he owns and controls the device from which he accesses the App: it is possible to download, access and use the App only on a device owned or controlled by the user and that uses the operating system for which it was designed; the user is required to check the compatibility of his device, which must meet all the technical specifications necessary to allow the download of the App you want to download, access and use of the downloaded App.

The user must have obtained permission from the owner of the device under her control, but not owned by him, to download the App on that device. This permission must include the use of the App by the user on devices provided by their employer or borrowed from relatives or friends or hired or leased. The user assumes responsibility, pursuant to these terms, for all access to and use of the App by any device, even if it is not owned by you.

3. Access to Services.

To have full access to our Services, Internet access is required. The user acknowledges that the service provider of the device on which he downloads or through which he accesses or uses the Services may charge costs for the Internet connection (for example, for the use of mobile data) on that device. The user accepts and agrees that Mr Advice Ltd has no responsibility for App malfunctions in the event of disconnections, connection quality problems, service interruptions or other difficulties that you may encounter in using our Services and arising from Internet connectivity problems on your device.

Within the limits permitted by law, Mr Advice Ltd may from time to time limit access to certain features, functions or contents of the downloaded App or services accessible through it.

Mr Advice Ltd cannot and does not intend to guarantee the constant, uninterrupted and error-free operation of the Services or that the Services respond at a certain speed (since this depends on a number of factors beyond our control).

4. Contact details and account information provided by the user.

The user is required to ensure that the data provided for registration is accurate, current and complete. In the event of changes, the user is required to promptly update the information concerning him to maintain its accuracy, topicality and completeness. The user must not provide information in an attempt to impersonate another person, or that is false, inaccurate or incomplete.

If the user chooses, or is provided with, a login ID (such as username and password or other identifier) to access or use the Service, he / she must treat this information as confidential and must not disclose it to third parties. The user is responsible for all activities that occur with their login ID and must promptly notify us of any unauthorized use of which they become aware.

We reserve the right to deactivate any login ID, at any time, if we believe that you are not complying with the provisions of these terms, our Terms of Service or our Privacy Policy, or if the data provided for registration purposes as a user they are fake.

Mr Advice Ltd may collect the data sent by the user to the App: by using the App or by accessing one of our other services, the user consents to the collection and use by us of various information about him or about the devices used to access and use the Service, in order to improve ours

products and provide services to the user in accordance with our Privacy Policy.

5. Actions allowed by the user.

Having agreed to comply with these terms and subject to the following sections, the user can recall and view content from the App on a computer or mobile device and save the App in electronic format on an ancillary basis during normal use on the your browser or mobile device. Certain functions, parts or contents of the Site and the App may be subject to additional terms, which, if applicable, will be displayed on the screen or will be accessible via links.

The user may use the Site and the App only for non-commercial purposes (unless expressly and explicitly authorized in writing by Mr Advice Ltd to act otherwise) and exclusively in accordance with these terms. The user can retrieve and view the contents of the Site and the App on a computer screen, print them and make a copy of the individual pages and, subject to the provisions of the next section, archive these pages in electronic format.

Certain functions, parts or contents of the Site and the App may be subject to additional terms, which, if applicable, will be displayed on the screen or will be accessible via links.

6. Actions not allowed by the user.

Except and within the limits expressly set out in these terms (or as otherwise agreed with us in writing), the user cannot:

- rent, lease, sub-license, lend, provide or otherwise make available to third parties the Services or any content made available through the Services, in whole or in part, without obtaining our written consent;
- republish, redistribute, disassemble, decompile, reverse engineer, retransmit or create derivative works based wholly or partially on any element of the Services, or attempt to do similar things;
- transfer the Services to another person, in exchange for money, for free or for any other reason;
- copy or store the Services for purposes other than personal use as permitted by these terms and as may happen by chance during normal use of your browser or mobile device;
- archiviare i Servizi su un server o altro dispositivo di archiviazione collegato a una rete o creare un database elettronico scaricando dai Servizi e archiviando systematically all data other than the User Content;

- • remove or modify any content of the Services other than User Content or attempt to circumvent security measures or interfere with the proper functioning of the Services or with the servers on which it is hosted;
 - • send material to the App that may be considered defamatory, offensive or otherwise reprehensible;
 - • use the Services in a way that could damage our name or reputation or that of one of our affiliates;
 - • use the Services illegally, for any purpose contrary to the law, or not in accordance with these terms, or act fraudulently and in bad faith, for example through unauthorized access (hacking) or entering a code harmful (e.g. viruses or harmful data) in the App;
 - • do anything that is not expressly permitted by these terms.
 - In the event that the user sells the device on which the App is installed or which was used to access the Services, he is required to uninstall the App and verify that the saved login credentials or other shared data, for example cookies relating to the Site, have been deleted in order to prevent unauthorized access to the Services by third parties.
 - In case of violation of these terms, Mr Advice Ltd will revoke all rights granted to the user under these terms.
 - If Mr Advice Ltd will exercise the right to terminate the use of the Services by the user for the aforementioned reasons:
 - • your access to the Services will be suspended, in whole or in part;
 - • the user must cease all activities authorized by these terms, including the use of the Services.
 - To perform any operation with the Services not explicitly permitted by these terms, it is necessary to issue a separate license which will take place with explicit and written concession. Please contact us in the manner and at the addresses indicated in the "How to contact us" section at the bottom of these terms.
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 - 7. Third party platform and application store providers.
 - The Services have been designed to be compatible with certain third party platform providers' devices and / or operating systems, which require us to include certain additional provisions to these terms. These provisions are set out at the bottom of this document, in the section "Additional terms of third parties". These provisions come from the respective third-party platform providers, not from us.
- Gli application store third parties are operated by the respective third party platform providers and / or their affiliates. The user is required to comply with all applicable conditions of service, the rules and policies

they find application for a third-party application store from which you downloaded the App. We are not responsible for these stores or (except for the Services) for anything provided by them and we do not guarantee their continued availability.

8. Intellectual Property Rights.

The Services are licensed and not sold to the user. The user acknowledges that the Services will always remain the property of Mr Advice Ltd.

All intellectual property rights relating to the Services and the contents of the App and the Site (including text, graphics, software, photos or other images, videos, audio, trademarks and logos) other than the User Content (according to its definition in section 10 of these terms) are owned by us or our licensors. Except as expressly provided herein, nothing contained in these terms grants the user any rights in relation to any intellectual property owned by us or our licensors; the user also acknowledges that he cannot acquire any ownership rights by downloading content from the Site or the App.

The Services may contain code, commonly referred to as open source software, which is distributed under one of the many known variations of the open source license terms, including terms that permit free distribution and modification of the source code of the respective software and / or requiring that all distributors make such source code available free of charge upon request, including contributions or modifications made by the distributor (collectively, the Open Source Software). Please note that to the extent the Services incorporate Open Source Software, such element is licensed to you only under the relevant license terms of the respective third party licensor (Open Source License Terms) and not under these terms; the user accepts and agrees to be bound by the Open Source License Terms. The user may obtain, upon request, a copy of the source code of any open source software contained in one of the Services and the related Open Source License Terms.

9. Features and Content Accessed Through the Services.

We reserve the right to change the format and functions of the Services from time to time. In this regard, we provide the user with the updated App for download or, if the settings of his device allow it, by automatically sending updates. The user is not obliged to download the updated App; however, Mr Advice Ltd may stop providing and / or updating the content of previous versions of the App and, depending on the nature of the

update, in some circumstances, the user may not be able to continue using the App until he has downloaded the updated version.

In the event that we make content available through the Service, the user acknowledges that they can be updated at any time. We reserve the right to cease providing the content to the Service and / or updating it, even without notifying the user, if this is necessary for security, legal or other reasons.

We are not responsible for the content of third parties or other websites to which the user is redirected: the services may contain links to other independent websites that are not provided by us. These links are included by us to provide the user with access to information, products or services that they may find useful or interesting. Such independent sites are beyond our control and we do not guarantee their constant availability. We have not reviewed or are responsible for the content of these sites or the materials of third parties or what they provide; the mere inclusion of links to such external sites does not imply any approval on our part, nor an association with their managers or promoters.

If the user visits external links and consults third party content, he is required to read the privacy policy and conditions of each website or online application visited or consulted.

The user may link to our Site, provided that this is done correctly and does not damage our reputation and does not derive any advantage from it; it must also not suggest any form of association, approval or endorsement on our part where these do not exist.

Although we try to ensure that the content made available through the Services is based on correct and accurate information, the user acknowledges that we may make available through the Services content deriving from various sources for which we are not responsible. In all cases, the information made available by the Services is not intended to amount to expertise or opinions on which to rely.

10. Limitations to the Service.

Mr Advice Ltd points out that, although it tries to keep all information provided through its Services updated, it should not be considered error-free or exhaustive.

11. User content.

The Service may, from time to time, allow the user to send information and content generated by him (User Content). The user agrees to be solely

responsible for all User Content, therein including all information, all data and other materials that you upload to or send to the App or Site. The user accepts that any Content he decides to send or create through the App may be shared, in accordance with our Privacy Policy. Mr Advice Ltd may share the User Content sent with other parties and the user gives explicit consent to this. For more information on how data is used, see our Privacy Policy.

Mr Advice Ltd disclaims any responsibility for the accuracy, integrity or quality of any User Content.

By uploading or sending User Content, the user declares and warrants that:

- own or otherwise control all rights and interests in such User Content;
- have the right to grant us a license for the use of such User Content under this agreement;
- that any User Content sent, to the best of its knowledge:
 - is accurate and up to date;
 - is not false, inaccurate or misleading;
 - does not violate these terms or applicable laws; And
 - does not conflict with the rights of any third parties.

The User Content sent must not:

- contain, transmit, distribute, link or otherwise make available, advertise or promote any content that violates intellectual property rights or rights regarding data protection, privacy protection or other rights of others; is defamatory or violates any contractual or confidentiality obligation; be obscene; sexually explicit; threatening; offensive; harassing; that incites hatred and violence; discriminatory (for any reason); such as to cause anxiety, worry or embarrassment and cause offense; deliberately false and misleading; or that does not comply with all applicable laws and regulations or is otherwise objectionable (Prohibited Content);
- impersonate another person or entity or otherwise misrepresent your relationship with a person or entity;
- contain, transmit, distribute unwanted or unauthorized advertising, marketing or promotional material, or other form of solicitation (spam); or
- transmit or distribute viruses and / or other code containing contaminating or destructive elements.

Caricando o inviando il Contenuto dell'utente al Servizio, l'utente concede alla Mr Advice Ltd una licenza valida a livello mondiale, perpetua, non esclusiva ed esente da royalty (con il diritto di concedere in sub-licenza)

for the use, reproduction, adaptation, publication and redistribution, in whole or in part, of this User Content free of charge (pursuant to our Privacy Policy). We may, at our sole discretion, choose to attribute such User Content to the user himself.

Where the user obtains products or services, the supply of such products is subject to the standard terms of use of Mr Advice Ltd and may also be subject to other terms of sale as notified to the user, which may contain various limitations and disclaimers. and which prevail over the terms set forth below with regard to any liability arising from the supply of such products.

With the exception of the matters set out in the preceding paragraph, relating to cases in which we do not limit or exclude our liability to you and, in particular, except in cases of gross negligence or willful misconduct, our maximum overall liability for contract, or otherwise for any breach of these terms (or series of related non-compliance cases) shall not exceed the higher of the following amounts: (i) 100% of the fees paid or still to be paid by the user for the " access to any Service in the previous twelve months; or (ii) 100 (one hundred / 00) euro.

Be Team s.r.l.s. will not be liable or subject to claims for any default or delay in the fulfillment of any obligation that is caused by events beyond our control. If our supply of the App or its support are delayed by an event beyond our control, we will take care to contact the user by e-mail as soon as possible to inform him that we will take action to minimize the effects of the delay. Provided we take such a step, we will not be liable for any delays caused by such event.

Exclusion of agency bond: no agency, partnership, joint venture, employment or franchise relationship is envisaged or established between us and you as a result of your use of the Services or your entering into any contract with us for the purchase of our products or services.

We are not responsible for commercial losses suffered by consumers: the App is made available to Patients exclusively for home, private and personal use in support of their recovery process. The user agrees not to use the App or our Site for any commercial, business or resale purpose, and, if he does so, excludes our liability to him for any loss di profitto, perdita di affari, interruzione dell'attività o perdita di opportunità commerciali.

Non siamo responsabili per i pareri medici ricevuti dall'utente: non siamo affiliati a, né siamo agenti del chirurgo, del medico o di altri operatori sanitari che abbiano in cura l'utente e non siamo responsabili per alcun consiglio medico fornito all'utente dal suo chirurgo, medico o altro health

worker, or other medical consultants or third parties, through the App or by other means.

12. General information.

The user cannot change these terms without our express written consent. This document constitutes the entire agreement between Mr Advice Ltd and the user: these terms and any document expressly mentioned within them constitute the entire agreement between us and the user in relation to the subject of any Contract.

Mr Advice Ltd reserves the right to transfer this contract to third parties: it is possible to transfer our rights and obligations under these terms to a third company. If this happens, Mr Advice Ltd will always communicate in writing to the user's e-mail and the transfer will not affect his rights under this contract.

The user cannot transfer their rights to others: we provide the right to use the App personally to the user, as set out in these terms. The user may not transfer their rights or obligations under these terms to any third party without our prior written consent. The user agrees that in case of sale of a device on which the App has been installed, this must be removed from the device.

The user cannot share the Services with any other person and this agreement does not give rise to any right to the application of any term of this agreement.

These terms will be governed by Italian law, except in the event that, if you live in a jurisdiction that grants you inalienable rights as a binding local law, there are certain binding laws in force in your jurisdiction that apply to its benefit and protection in addition to or in lieu of certain provisions of English law.

The user agrees that any dispute between them and Mr Advice Ltd in relation to these terms or any Contract will be the exclusive competence of the Italian courts, except in the case in which the user lives in a jurisdiction that guarantees him inalienable rights as a mandatory local law, where you may choose to initiate any legal proceedings in your country or in England; however, should the legal proceeding be initiated by Mr Advice Ltd, the only competent jurisdiction will be the Italian one.

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- 13. How to contact us.
- Any questions about these terms or any complaints or concerns in relation to any Service can be sent by email to support@mradviceltd.com

or by post to 41 Devonshire street, Ground Floor - W1g 7AJ London - United Kingdom.

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- 14. Additional Terms of Third Party Platform Providers
- If the user downloads, accesses or uses the App on Apple's iOS operating system:
 - it is possible to access and use the App only on a device owned by the user, under his control, with the Apple iOS operating system and exclusively in accordance with the rules for the use of Apple, published in the terms of service of the its App Store;
 - the user acknowledges and agrees that:
 - Apple is under no obligation to provide any assistance or to provide maintenance services relating to the App. For any questions regarding assistance or maintenance relating to the App, the user must contact Mr Advice Ltd and not Apple, according to the methods and contact details indicated in the "How to contact us" section of these terms;
 - except as expressly stated in these terms, any dispute relating to the possession or use of the App involves Mr Advice Ltd and the user (and not the user, or others, and Apple);
 - in the event of a third party claim that your possession or use of the App (under these terms) infringes any intellectual property rights, Apple will not be liable to you with respect to that claim; And
 - although these terms are stipulated between the user and Mr Advice Ltd (and not Apple), Apple, as a third beneficiary pursuant to them, will have the right to enforce them against the user;
 - the user also declares and warrants that:
 - not being, at present and in the future, in a country that is subject to an embargo by the US government or that has been defined by that government as a country that supports terrorism;
 - not be on the US government lists of prohibited or restricted persons;
 - if the App does not comply with any warranty relating to the same, the user can notify Apple who will refund the purchase price (possibly paid). Subject to this condition, and to the maximum extent permitted by law, Apple will not issue or enter into any warranty, condition or other term with respect to the App and will not be liable to the user for any claim, loss, cost or expense of any kind relativamente all'App or resulting from the use of the App by the user or third parties or from having relied on any of its contents.