

TERMS AND CONDITIONS OF USE OF THE MyCramaro APP

The terms and conditions of the license to use (hereinafter, the "**Terms and Conditions**") of the MyCramaro App (hereinafter, the "**App**") by Cramaro Tarpaulin Systems S.r.l. A.S.U. having registered office in Via Quari Destra 71/G I – 37044 Cologna Veneta (VR), registered at the Companies' Register of Verona, tax code and VAT number 04079350239 (hereinafter, "**Cramaro**") to the user (hereinafter, the "**User**") are outlined below.

1. LICENSE

1.1 Under the terms and conditions of this agreement, Cramaro grants the use of the App to the User, on a non-exclusive, nontransferable, free and not sub-licensing basis. The App is granted on a license basis exclusively to be able to use the services of the Cramaro platform.

2. FUNCTIONALITY OF THE APP

2.1 The User may use the App exclusively for the purposes for which the same App has been developed and, specifically:

- (a) to connect via Bluetooth, remotely manage and operate the Cramaro tarpaulin systems for the available systems types whenever these are installed on industrial vehicles;
- (b) to handle the tarpaulin system, review of the cycles performed and diagnostics.

3. OWNERSHIP

3.1 The ownership and the titles of the App and of any improvement, update, change or addition, as well as of all the license rights and intellectual property rights on the same App, remain with Cramaro and the related companies linked, affiliated, subsidiaries, parent companies or anyhow connected to the group of companies of which Cramaro forms a part.

4. RIGHTS OF THE USER

4.1 The User has the right to access at any time the data which concern him and to exercise the other rights envisaged by articles 15-22 of Regulation EU 2016/679, if possible pursuant to the law requirements, by contacting the Controller (as defined below), also through the Data Protection Manager. For further information reference should be made to the notice of information as per [Schedule A](#).

5. EQUIPMENT

5.1 The equipment (smartphone, tablet, computer, applications, means of telecommunication, mobile phones, etc.) used to access the services of the App, as well as the connection costs necessary to use the same, shall be borne by the User.

6. UNDERTAKINGS OF THE USER

6.1 The User of the App undertakes:

- (a) not to use the App for purposes other than the ones envisaged by these Terms and Conditions and not to copy, replicate, modify, adapt, translate, transfer, publish, transcode, decompile or disassemble the App in whole or in part, or otherwise place the App under other processes for the analysis of its code and of its logical structure (i.e. "reverse engineering"), incorporate and/or connect the App, in whole or in part, in/with other programs whose license to use and/or distribution entail the disclosure and/or distribution to third parties of the related source code and/or the granting to third parties of rights to modify the same, in such a way

to make the App subject to those license constraints as well;

- (b) not to assign, lend, lease, rent, sub-license, sell, distribute, put at third parties' disposal or otherwise transfer the App in whole or in part, to third parties or allow its use by third parties;
- (c) not to remove or anyhow erase from the App, any trademark, trade name, copyright notice or other notice of reservation of rights therein posted or contained;
- (d) not to export or use the computer codes of the elements which make up the App, nor export nicknames, personal codes or other identification data made available and/or published through the App;
- (e) use the App in full compliance of the law, of the Terms and Conditions, in a correct and safe way, by checking that there are no obstructions, overloads and/or obstacles to the remote management and operation of the tarpaulin systems.

7. CRAMARO'S LIABILITY LIMITATIONS

- 7.1 Cramaro grants the license to use the App to the User as it is under the law and under factual circumstances. Cramaro does not accept any liability with regards to possible damages deriving from an incorrect use of the App. In particular, Cramaro shall not be held liable with regards to possible damages, costs or burdens upon the User, passengers and/or other third parties and/or objects, including the same tarpaulin systems, deriving from the management and/or operation of the tarpaulin systems in a manner not compliant with the methods provided in article 6.1(e).
- 7.2 The User expressly acknowledges and accepts that the role of Cramaro is limited exclusively to the license of use of the App, by merely putting at the Users' disposal an IT tool, without hereby undertaking any direct or indirect role with respect to the use the Users will carry out with regards to the App and the functionalities therein contained.
- 7.3 In light of the above, the User undertakes to indemnify and hold Cramaro harmless, its employees, directors, shareholders, advisors and the related companies linked, affiliated, subsidiaries, parent companies or anyhow connected to the group of companies of which Cramaro forms a part against any claim which may be made by other Users or third parties with regards to or in connection with the use of the App and the use of any content, functionality, product and service therein contained or made available through the App, as well as against any damage, cost, burden and expense (including legal expenses) which Cramaro, its employees, directors, shareholders, advisors and the related companies linked, affiliated, subsidiaries, parent companies or anyhow connected to the group of companies of which Cramaro forms a part may consequently incur.

8. DURATION

- 8.1 This licence has an indefinite duration and shall take effect from the time the User will install the App on its mobile device or equipment and will register itself accepting these Terms and Conditions. The User may withdraw from this license at any time, by erasing or uninstalling the App and any possible material provided by Cramaro.
- 8.2 Cramaro reserves the right to immediately terminate this agreement, in accordance and pursuant to article 1456 of the Italian Civil Code, in the event of breach of the articles 2 and 6 above by the User.

9. AVAILABILITY

- 9.1 Cramaro does not ensure a continuous and uninterrupted development, functionality and update of the App on all mobile devices or equipment available on the market.

9.2 The use of the App may be interrupted or temporarily suspended, in whole or in part, for reasons of maintenance, update, technical improvement, change to the contents or to the related presentation mode, by providing if possible prior notice to the Users.

10. GOVERNING LAW AND EXCLUSIVE JURISDICTION

10.1 These Terms and Conditions shall be governed by the laws of Italy.

10.2 Any dispute relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the Court of Turin.

Schedule A

Notice of information on personal data protection pursuant to article 13 of the Regulation EU 2016/679

Pursuant to article 13 of the Regulation EU 2016/679 (hereinafter, the "**GDPR**") the Company Cramaro Tarpaulin Systems S.r.l. A.S.U., having its registered office in Via Quari Destra 71/G I – 37044 Cologna Veneta (VR), registered at the Companies' Register of Verona, tax code and VAT number 04079350239 ("**Cramaro**"), acting as data controller, hereby provides its Users, as data subjects (the "**Data Subject**" or "**Data Subjects**"), information concerning the processing of their personal data in relation to the use of the MyCramaro App (the "**App**").

1. SOURCE OF PERSONAL DATA AND INTERACTIONS WITH THE DEVICE

- 1.1 Personal data (the "**Data**") – such as name, surname, password, e-mail address, telephone number – are communicated directly by the Data Subject at the time of authentication and received by Cramaro through the App. From the authentication, Cramaro also collects data concerning the use of the tarpaulin systems, maintenance interventions and all other Data that the Data Subject may wish to insert in the specific field for any comments.
- 1.2 The App cannot interact with any functionality of the device.

2. DATA CONTROLLER

- 2.1 Cramaro is the Data Controller (the "**Data Controller**").
- 2.2 It is possible to contact the Data Controller for the exercise of the rights referred to in articles 15-22 of the GDPR through the Data Protection Manager, Matteo Gianazza, as indicated in paragraphs 7 and 8 below.

3. LEGAL BASIS, PURPOSES AND PROCESSING MODALITIES

- 3.1 The Data Subject can access the App only through authentication credentials chosen by the same at its sole discretion.
- 3.2 The Data processing may consist of one or more of the following operations: collection, recording, organisation, structuring, storage, adaptation and alteration, retrieval, consultation, use, comparison or interlinking, restriction, erasure or destruction (the "**Processing**").
- 3.3 The Data will be processed exclusively according to the purposes and methods described in this statement and in compliance with the applicable provisions of the GDPR.
- 3.4 The Data Processing will be carried out – depending on the circumstances – for the following purposes:
 - (a) purposes connected and instrumental to the operation of the App in fulfillment of the service offered, as indicated in the "Terms and Conditions of Use of the App"; in relation to those purposes Cramaro accesses the Data exclusively for programming needs, App development and/or update, or to identify or correct errors related with the App functionality;
 - (b) to comply with legal obligations or to respond to orders, instructions and/or requests from public authorities or supervisory bodies;
 - (c) for the exercise and defence of Cramaro's rights.

- 3.5 The Data Processing will also be carried out, in case of consent by the Data Subject, also for:
- (a) marketing purposes in relation to Cramaro's products and services such as, including but not limited to, commercial communications, sending of promotional and advertising material, brochures and invitations to events, direct sales, completion of market research.
- 3.6 The purposes set out in paragraph 3.5(a) may be pursued using e-mail or SMS messages.
- 3.7 The Data Processing will take place in full compliance with the principles of integrity, confidentiality, minimization, accuracy, correctness, necessity, relevance, lawfulness and transparency envisaged by the GDPR.
- 3.8 The Data Processing will be carried out mainly with electronic tools, in compliance with the current law provisions in force. The Data Controller has taken appropriate technical and organizational measures to process the Data in compliance with the provisions of the GDPR.

4. MANDATORY OR OPTIONAL NATURE OF THE PROVISION OF DATA AND CONSENT

- 4.1 The provision of Data by the Data Subject is necessary for the abovementioned purposes referred to in paragraphs 3.4(a), 3.4(b) and 3.4(c) and, consequently, the refusal to provide them prevents Cramaro from entering into and implementing the service contract, thus preventing the possibility of using the App.
- 4.2 The processing of Data for marketing purposes as per paragraph 3.5(a) above, with the abovementioned modalities, is optional and it is carried out exclusively with the express consent of the Data Subject. The refusal to provide Data for the aforementioned purposes has no consequences for the functionality of the App.

5. COMMUNICATION OF DATA

- 5.1 For the pursuit of the purposes referred to in paragraph 3 above and within the limits of what is strictly necessary, the Data of the Data Subject may be made available to employees and collaborators of Cramaro, by natural persons expressly designated for that purpose acting under the authority of Cramaro as Data Controller, on grounds and within the limits of the duties and tasks assigned to them.
- 5.2 The following subjects may also become aware of the Data of the Data Subject: those subjects who perform activities related, instrumental and/or in support of the activities carried out by Cramaro and which the latter could contact – upon appointment and contracting as data processors – for the completion of the aforementioned activities, within the limits of what is strictly necessary and in compliance with the purposes set out in paragraph 3 above, such as:
- (a) the IT system managers Cramaro avails itself of;
 - (b) the developers of the App;
 - (c) the subjects who provide assistance and advice in favor of Cramaro on administrative, accounting, tax and legal matters;
 - (d) the subjects to whom the right to access Data is recognized by law provisions or by secondary legislation or by the European Union law.
- 5.3 The Data of the Data Subjects will not be disclosed.

6. DATA RETENTION

- 6.1 The Data of the Data Subject will be stored by Cramaro in automated archives for the time necessary

to complete the purposes for which the Data were collected and for the defence of its legal claims.

7. RIGHTS PURSUANT TO ARTICLES 15-22 OF THE GDPR

7.1 The Data Subject may exercise all the rights envisaged in articles 15-22 of the GDPR. More specifically, by contacting the Data Controller, the Data Subject is entitled to:

- (a) obtain confirmation as to whether or not personal data processing concerning the data subject exists, even if these have not been recorded yet, and to obtain communication of such data in intelligible form;
- (b) obtain, *inter alia*, indication of: (i) the source of the personal data; (ii) the purposes and modalities of the processing; (iii) the identification data of the Controller; (iv) the recipients or categories of recipients to whom the data may be disclosed or which may become aware of them, even in their capacity as Processors; (v) the categories of personal data under review; (vi) if possible, the time of retention provided or the criteria followed to determine it; (vii) the existence of the right to request the correction, the erasure of the data or the limitation of the processing of the data; (viii) on the existence of the right to object to the processing; (ix) the right to lodge a complaint before the supervisory authority; (x) the existence of an automated decision-making processing, including profiling;
- (c) obtain: (i) the correction or integration of data; (ii) the limitation of the processing, if possible; (iii) the portability of data, if applicable; (iv) the certification that the operations as per points (i) and (ii) sub (c) have been communicated, also with regard to their contents, to the entities to whom the data were communicated or disclosed, unless this fulfillment is proved to be impossible or to involve manifestly disproportionate means compared to the protected right;
- (d) obtain the erasure of data when provided by law;
- (e) object, in whole or in part: (i) on legitimate grounds to the processing of the data, even though they are relevant to the purpose of the collection; and (ii) to the processing of the data for the purposes of sending communications.

7.2 The Data Subject is entitled to lodge a complaint before the Supervisory Authority for the Protection of Personal Data (it. *Autorità Garante per la Protezione dei Dati Personali*).

8. CONTACT DETAILS OF THE DATA CONTROLLER

8.1 The Data Subject may exercise the rights pursuant to articles 15-22 of the GDPR, withdraw the consent given, as well as know the complete and updated list of data processors, by sending (i) a letter by ordinary mail to Cramaro Tarpaulin Systems S.r.l. A.S.U. Via Quari Destra 71 / G I – 37044 Cologna Veneta (VR), or (ii) an email to the following e-mail address: privacy@cramaro.com.
