

# TERMS OF SERVICE

## Terms of Service for MyNice ID and Additional Services

### I. General provisions

1. These Terms of Service (ToS) specify the terms and conditions of using MyNice Service and Additional Services provided by Nice Spa
2. These ToS govern the terms and conditions of using the MyNice ID.
3. The ToS define the rights and obligations of the Users, as well as the rights, duties and responsibilities of the Administrator as the system manager and providing the MyNice Services and Additional Services to the Users.
4. The ToS constitute a work within the meaning of law on Copyright and Related Rights, they use the protection specified therein, and may not be distributed or used by other entities without the consent of Nice spa expressed in writing, under pain of nullity.
5. The ToS and the Privacy Policy, available in .pdf format, are posted on the Website by the Administrator. Every potential User may download these ToS, store them in computer internal memory and print them.
6. Every potential User, at the time of registration, of MyNice products is required to acknowledge the contents of the ToS and may proceed following his/her consent and approval of all the provisions.

### II. Definitions

The capitalized terms used in these ToS have the following meaning:

1. Service Provider/Administrator - Nice Spa. a joint stock company with its registered office at Via Callalta 1, 31046 Oderzo (TV), Italy, Fiscal Code: 02717060277, Vat Number: 03099360269.
2. User - an adult person with full legal capacity, legal person or organizational unit without legal personality, with access to the Services.
3. Account - a pool of access data consisting of MyNice ID and Password, required to perform the Services.

4. MyNice ID - User's e-mail address used to log on to the Account and use the Services
5. Password - a string of characters protecting against unauthorized access to the Services
6. Authentication - User's identification process on the basis of MyNice ID and Password
7. Mobile App – MyNice mobile application (for Android and iOS environments)
8. Service - MyNice Services or Additional Service.
9. MyNice ID Service - electronic service provided through the Website or mobile applications by the Service Provider to the Users who, with their MyNice ID, may use their selected Additional Service available through the Website or the Mobile App.
10. Additional Service - electronic service provided under these ToS by the Service Provider to the Users, other than MyNice Service. Additional Services:
  - a. The Service of Integration with external services connected to the MyNice system or devices within MyNice services, allowing the management of the system or devices and services using external systems as well as vice versa - using the MyNice ID to manage the devices connected to external systems. By accepting these Terms of Service, the User accepts the fact that the Service Provider and the entities providing those external services may change the scope of services, thus indirectly changing the scope of the Integration Service (in particular by adding or deleting individual services).
  - b. The Remote Access Service consisting in obtaining information on the activity of the devices and managing the activity using a mobile application or a website from outside the local network via the Internet. The management Service also allows to control and monitor the status of the devices which are products of other companies but are connected to the MyNice system using the so-called plug-ins.
11. Registration - the process of setting up an Account, which results in the conclusion of an electronic services agreement for an indefinite time.
12. Agreement - an agreement for electronic MyNice ID Service and Additional Services, implemented pursuant to these ToS, concluded upon completion of Registration,
13. Terms of Service - these ToS for providing electronic MyNice ID Service and Additional Services.

### III Registration

1. Registration in the app is voluntary and free.
2. The Registration and the setting up of the Account takes place by completing the form on MyNice Mobile App.
3. For one MyNice ID, the User may establish one Account on the App.
4. The User may set up more than one Account on the MyNice App, provided he/she uses a variety of MyNice IDs.
5. The User's acceptance of these ToS requires to declare that he/she:
  - a. read these ToS and accepted all their provisions,
  - b. voluntarily consents to the use of the Services,
  - c. gave accurate data in the registration form and the Account,
  - d. accepts the contents of the Privacy Policy available at <https://integration.niceappdomain.com/myNiceCloud/privacy-policy>
6. Acceptance takes place by clicking on the appropriate checkboxes during the registration process. However, a failure to accept the provisions of the Terms of Service and Privacy Policy available at <https://integration.niceappdomain.com/myNiceCloud/privacy-policy> will not allow the User Registration and, consequently, the use of the MyNice services.
7. During the registration process, in order to set up the Account, it is necessary to give, in particular, the following data in the registration form:
  - a. Password,
  - b. User's e-mail address,
  - c. User data: First name, Last name, date of birth (optional), phone number (optional), home address (optional),
  - d. Acceptance of Privacy Policy
8. After completing the registration form and submitting the application, the Service Provider creates a User Account. The Service Provider then sends to the User's e-mail address provided during Registration an e-mail asking for confirmation of his/her Registration. Upon confirmation, the Registration is completed.

9. COMPLETION OF REGISTRATION IS EQUIVALENT TO THE CONCLUSION OF AN ELECTRONIC SERVICES AGREEMENT FOR AN INDEFINITE TIME, WITH THE CONTENT RESULTING FROM THE TOS WITH RESPECT TO MyNice ID SERVICE AND ADDITIONAL SERVICES. The Agreement is concluded in English.
10. After completion of Registration, the Service Provider sends an e-mail to the address given during the registration process to confirm the conclusion of the Agreement and current version of the ToS, together with instructions on the right to withdraw from the Agreement

#### IV. Technical conditions for the provision of Services

1. To use the Services, the User must have:
  - a. Internet access,
  - b. active and properly configured e-mail account,
  - c. in the event of using the Services with mobile devices, the requirements are determined by the information from the store (App Store, Google Play).
2. The use of the Services is connected with typical threats concerning the use of the Internet and related to data transfer. The Service Provider applies the techniques customarily applied by the market with consideration to the nature of the Service, in order to ensure the User secure use of the Services, in particular in a manner preventing access of unauthorised persons to the content related to the Services, including in particular appropriate cryptographic services.
3. The User is fully responsible for the security of digital content in the scope of measures that may be taken solely by the User and are customarily applied due to the nature of the Services which are used by the User, including in particular the use of anti-virus software and the use of unique passwords with a high degree of complexity and taking all reasonable measures to ensure the confidentiality of these passwords. The User should ensure that the terminal in which the MyNice App works is updated. Failure to update may cause inconsistencies between the current software of the Service Provider and the User's software.
4. The Service Provider/Administrator informs and the User acknowledges that there is no technological capability, and no measures will be taken to obtain such capability, of analysing content of data streams which is sent by the Service Provider's/Administrator's devices to the mobile application installed on the User's mobile device. The user is the administrator of the data. Full and sole responsibility for the use of the Services to transfer illegal content, in particular the content violating third party rights, personal rights or copyrights rests with the User.

5. The User undertakes not to use the Services to record, store and transfer content and to process personal data unlawfully.
6. The User bears full responsibility for his/her actions and omissions related to the use of the App, Website and Services, in particular may be held liable for damages to the Service Provider or other Users.

## V. Fees to third parties

Registration and use of Nice Services may require paying fees to third parties, such as mobile operators, Internet service providers or others. The Service Provider is not liable for third party fees imposed on the User. By accepting the ToS, the User agrees to bear an independent liability for payments to third parties.

## VI. Nice Spa Intellectual Property

1. All the intellectual property rights and copyrights relating to the App and Additional Services belong to and are held by Nice Spa.
2. The User can't exploit in any way any intellectual property right or copyright relating to the App and Additional Services belonging to Nice Spa.

## VII. Rights and obligations of the User

1. The User agrees to use the Services in accordance with the ToS and the applicable law. In particular, the User is prohibited from:
  - a. sharing Nice ID and Account Password with a third party;
  - b. using Services in a manner that causes disruption of computer and telecommunications systems of the Service Provider and/or third parties, in particular, to carry out DDoS attacks (distributed denial of service);
  - c. placing in the Service any content that, in particular:
    - is abusive, defamatory or violates personal rights of others,
    - calls for hatred, racism, xenophobia and conflicts between nations and religions,
    - violates or encourages the violation of copyrights or other intellectual property rights, including through the provision of information or material which may serve to violate copyrights or other intellectual property rights,

- violates or encourages the violation of industrial property rights, including through the provision of information or material which may serve to violate industrial property rights,
  - violates the principles of fair competition and good trade manners,
  - constitutes a business secret of third parties;
- d. sending unsolicited commercial information;
  - e. sharing files or hyperlinks to the files with the content specified in subparagraph c) above;
  - f. sharing harmful content, including computer viruses or other files of similar effect;
  - g. using the Services contrary to its purpose and proper operation requirements;
  - h. transferring to a third party all or some of Agreement-related rights and obligations without the consent of the Service Provider;
  - i. attempting to access through the MyNice system other services provided by the Service Provider or third parties in a manner that is unlawful or contrary to their terms of service.
2. The User will be responsible for any damage or loss caused to Nice Spa or third parties by violating the aforementioned obligations and all the others specified in these ToS.
  3. In addition, the User must not act in any way that may result in material injury to the Service Provider or to third parties, in particular to:
    - a. create on the basis of the MyNice system any derivative works under the Act on Copyright and Related Rights, or other works that can be considered derivatives of the services;
    - b. copy, in part or in whole, the MyNice system;
    - c. attempt any reverse engineering in relation to the MyNice system;
    - d. attempt to remove from the Website any information about the rights of ownership and intellectual property rights of the Service Provider or third parties;
    - e. use the MyNice system or the Services to create a competitive service;
    - f. copy any of the functionality or graphics of the MyNice system.

## VIII. Rights and obligations of the Service Provider

1. The Service Provider undertakes to use any reasonable and commercially justified efforts to ensure the availability of Services 24 hours a day, 7 days a week, except in the following cases:
  - a. any planned interruptions in the provision of MyNice ID Service lasting less than 24 hours,

- b. any planned interruptions in the provision of Hosting Services, under the conditions specified herein,
  - c. any interruptions in the provision of Services caused by circumstances beyond the Service Provider's control, in particular:
    - force majeure, including acts of state authorities, flood, fire, earthquake, riots, acts of terrorism, strikes and other labour-related situations,
    - interruptions in the Service Provider's access to the Internet,
    - hacker attacks,
    - interruptions in or cessation of the provision of services to the Service Provider by third parties, which services are necessary for the provision of Nice ID Service,
    - hosting machine misfunctions,
    - automations or connected devices misfunctions.
2. Interruptions in MyNice ID Service may mean a break in the functioning of Additional Services.
  3. The Service Provider takes measures aimed at continuous development and improvement of the provided Services and in this scope informs the users that it is highly probable that it will:
    - a. add new, modify and delete the existing Additional Services;
    - b. change the scope of the available Additional Services;
    - c. will require the Users to define new Passwords to the Account in order to verify the security measures;
    - d. suspend the provision of the Services to the User for a period of 14 days if the Service Provider determines that the User violated the provisions of the Terms of Service in order to enable the User to clarify the matter.
  4. The Service Provider could inform the User of taking the measures referred to in section above by e-mail to the address indicated during Registration.

## IX. Duration of the Agreement

1. The Service Provider has the right to terminate the Agreement in particular in the case of violation of the provisions of these Terms of Service by the User, in the case when the provision of the MyNice ID service is terminated in relation to all its users or if the Service Provider is required by law. The Service Provider files a declaration of termination of the Agreement via e-mail to the e-mail address indicated by the User during Registration.

2. The User may terminate the use of MyNice ID Service (terminate the Agreement) at any time and for any reason. Termination takes place with a declaration served to the Service Provider by e-mail at [support@niceforyou.com](mailto:support@niceforyou.com).
3. TERMINATION OF THE AGREEMENT TO PROVIDE MyNice ID SERVICE MEANS THE USER WILL NO LONGER BE ABLE TO USE MyNice SERVICE AND ADDITIONAL SERVICES.
4. After termination of the Agreement to provide MyNice Service is effectively terminated, the Service Provider permanently removes from its system the User's Account and all his/her personal information WITHOUT THE POSSIBILITY TO RECOVER THEM IN FUTURE. Nice Spa's warranty exclusions and limitations of liability continue to survive.

## X. Limitation of Liability of the Service Provider

1. The provisions contained in these ToS do not prejudice any right not modifiable or renounceable, recognized by applicable law to each User as "consumer".
2. THE SERVICE PROVIDER'S LIABILITY FOR ANY DAMAGE CAUSED BY FAILURE TO PERFORM OR NEGLIGENT PERFORMANCE OF THE AGREEMENT IS LIMITED TO DAMAGE RESULTING FROM WILFUL MISCONDUCT OR GROSS NEGLIGENCE. ANY OTHER LIABILITY OF THE SERVICE PROVIDER IS HEREBY EXCLUDED.
3. LIABILITY OF THE SERVICE PROVIDER FOR DEFECTS OF THE WEBSITE AND SERVICES IS HEREBY EXCLUDED.
4. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR:
  - a. ANY DAMAGE SUFFERED BY THE USER IN CONNECTION WITH OR DUE TO CONCLUSION, NON-CONCLUSION, IMPLEMENTATION, NON-IMPLEMENTATION, DEFECTIVE PERFORMANCE AND TERMINATION OF THE AGREEMENT, CAUSED TO THE USER DIRECTLY OR IN CONSEQUENCE OF DAMAGE CAUSED TO A THIRD PARTY, FOR WHICH THE USER IS RESPONSIBLE,
  - b. ANY DAMAGE IN CONNECTION WITH THE USE OR FAULTY PERFORMANCE OF THE MOBILE APP, WEBSITE OR SERVICES,
  - c. ANY DAMAGE DUE TO LOSS OF USE OF THE MOBILE APP OR SERVICES,
  - d. ANY DAMAGE DUE TO AUTOMATIONS ACTIONS OR MOVEMENTS, OR MISSING ACTIONS OR MOVEMENTS, OR WRONG ACTIONS OR MOVEMENTS
  - e. ANY DAMAGE DUE TO LOST PROFITS (LUCRUM CESSANS),



- f. ANY DAMAGE CAUSED TO THE USER BY LOSS OF DATA, DESTRUCTION OR FAILURE OF EQUIPMENT,
  - g. ANY DAMAGE RELATED TO POSSIBLE VIOLATION OF COPYRIGHTS AND INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES TO THE MYNICE SYSTEM, INCLUDING ANY DAMAGE RELATED TO CLAIM OF THIRD PARTIES AGAINST THE USER FOR ANY BREACH OF COPYRIGHTS OR INDUSTRIAL PROPERTY RIGHTS,
5. PROVISIONS OF SECTIONS FROM 2 TO 4 APPLY TO ANY BASIS OF LIABILITY.

## XI. Guarantees

THE SERVICE PROVIDER GRANTS NO EXPRESS OR IMPLIED GUARANTEES WITH RESPECT TO THE MYNICE SYSTEM OR SERVICES. IN PARTICULAR, THE SERVICE PROVIDER DOES NOT WARRANT TO THE USER THAT THE USE OF THE WEBSITE OR SERVICES WILL BRING HIM/HER ANY BENEFITS.

## XII. The User's personal data, their protection and processing

1. The Service Provider is the administrator of the User's personal data necessary to implement the Agreement. The data are processed by the Service Provider for the purposes of concluding and performing the Agreement, including the provision of adequate quality Services, monitoring and verification of the Agreement correctness – for the duration of the Agreement and the settlements after its termination. The Service Provider processes the Users' personal data also for the purposes and in the scope set out in the Privacy Policy which may be found at <https://integration.niceappdomain.com/myNiceCloud/privacy-policy> .
2. However, the Service Provider is not the Administrator of personal data processed by the Users on the devices or in the MyNice system. It is the User who decides on the processing scope and for the processing purposes of those data, in particular does not take decisions as to the scope of sharing the data and their possible storage or deletion. In this scope the Service Provider processes the data at the request of the User as his/her processor (the processing entity) and undertakes to:
  - a. ensure that persons authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
  - b. implement appropriate technical and organisational measures to ensure the level of security corresponding to the risk of violating the rights and freedoms of natural persons and other measures required under Article 32 of GDPR;

- c. taking into account the nature of processing and the information available to it, assist the administrator in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR.
  - d. upon termination of the provision of the services related to processing, at the choice of the administrator delete or return all the personal data to and delete all the existing copies;
3. The User agrees for the Service Provider to use the services of other entities that are its partners.
4. In the scope not covered by these Terms of Service, the rules for processing the Users' personal data and protecting their privacy are defined in the document "Privacy policy" – available at <https://integration.niceappdomain.com/myNiceCloud/privacy-policy>
5. The Privacy Policy contains complete information required by GDPR. The User shall accept it before concluding and commencing to implement the Agreement.

### XIII. Complaints

1. Any complaints about Services should be made at [support@niceforyou.com](mailto:support@niceforyou.com).
2. The Service Provider will examine the complaint and may ask for further information useful for analysing the problem.
3. The response to the complaint will be sent to the e-mail address of the User submitted the complaint provided during Registration.
4. In order to handle the complaint, the User may be asked by the Service Provider's employee to provide the following information:
  - a. e-mail address
  - b. name
  - c. phone number
  - d. model name, serial numbers, MAC address of devices related to the Service subject to complaint

### XIV. Termination of Agreement

1. The User has the right to withdraw from the Agreement.
2. The User may, without stating the reasons, make a statement of withdrawal from the Agreement sending an e-mail to [support@niceforyou.com](mailto:support@niceforyou.com).

3. In case of withdrawal from the Agreement, the Service Provider immediately deletes the Account and all personal information of the User from its system and personal data file, unless otherwise stated in mandatory provisions of law.
4. To avoid any doubt, it is pointed out that the withdrawal from the Agreement prevents the use of MyNice Service and all Additional Services.

## XV. Final provisions

1. These ToS are governed by Italian law.
2. The competent court for disputes arising from the Agreement is the Court of Treviso (TV) – Italy.
3. Attachments to these ToS relating to Additional Services are an integral part hereof.
4. The Service Provider reserves the right to amend these ToS for the following reasons:
  - a. changes in law resulting in specific provision of the ToS to be contrary to the mandatory provision of law,
  - b. availability of new Additional Services, changes in or removal of already available Additional Services, or changes in their functionality when these circumstances result in the need to introduce changes hereto,
  - c. the need to adjust the ToS to the needs and expectations of Users.
5. Information about any upcoming change in the ToS will entry into force through an e-mail. The new version of ToS will be tacit approved by the User. In case of disagree on that, the User can withdraw from the Agreement.
6. The updated ToS are made available under the link <https://integration.niceappdomain.com/myNiceCloud/termsofuse> in a form that allows their downloading, saving and printing.