



TERMS AND CONDITIONS of BALIN.APP® SERVICE GPS VEHICLES TRACKING SYSTEM

1. Introduction and Definitions

The owner of Balin.App service is Wi-Tek Group S.r.l. with registered office address Bra (CN) Via Umberto I, 20, 12042 Italy, registration 03549220048, v.a.t. IT03549220048, REA CN-299155.

By using Balin.App service, the user confirms that he has read and accepted these "Terms and Conditions". If these conditions are not accepted, Balin.App service cannot be used.

The following terms (and all their synonyms) are used in the terms and conditions agreement with the meanings set out as follows:

- "supplier" means the company Wi-Tek Group S.r.l. with registered office address Bra (CN) Via Umberto I, 20, 12042 Italy, registration 03549220048, v.a.t. IT03549220048, REA CN-299155;
- "Balin.App" is the GPS localization service developed and marketed by Wi-Tek Group S.r.l.;
- "User" is the person or legal entity who has signed the Contract via internet requesting the supply of Balin.App service to Wi-Tek Group S.r.l.;
- "Contract" is the agreement entailing the insertion on the website "www.balin.app" in the User registration page of confidential access information, the confirmation of the terms and conditions of service, the confirmation of the Privacy Policy in accordance with the legal terms of art. 13 of Regulation (EU) 2016/679 and the clicking of the "CREATE ACCOUNT" button;
- "Parties" are the supplier and the User collectively considered;
- "Balin.App Service" or simply "Service" is the service provided by the supplier chosen by the User following the signing of the Contract;
- "Tracker" or "Locator" or "Device" is the satellite tracking device purchased by the User and to be installed by and at the user's expenses on the vehicles to be located, according to the Installation and Activation Instructions attached to it.

2. Balin.App Service Description

Balin.App is a satellite tracking service for vehicles.

By activating the purchased devices on their account, and installing them on board of their vehicles, the User will have the opportunity to:

- view the position of vehicles on an electronic map;
 - check the route, the driving time, the average speed held by each vehicle;
 - analyze in depth the activity of the vehicle;
 - receive immediate and automated alerts in case of events that can be configured directly by the User;
- As the service is subject to continuous updates, it is possible to find a complete description of the service by consulting the relevant section of the Balin.App "www.balin.app".

It is not possible to use and activate devices on the Balin.App platform other than those that can be purchased through the official channels indicated on the website "www.balin.app", through authorized distributors.

3. Conclusion of the Contract

The Contract is considered concluded at the time of activation of the User account, through the online registration procedure on the website "https://www.balin.app", by entering on the "www.balin.app" website in the User registration page the confidential access information, the confirmation and acceptance of these terms and conditions of service, from the confirmation and acceptance of the Privacy Policy in accordance with the legal terms of art. 13 of Regulation (EU)2016/679 and clicking of the "CREATE ACCOUNT" button.

You therefore become a User at the end of the registration process.

The User agrees that the supplier's acceptance may also take place for indisputable facts, including, i.e., the User enabling the use of the Balin.App Service; in this case the User will be notified of the acceptance as described at clause 28.

4. Tracker activation and registration

The User must independently proceed to activate the devices purchased on their account through the wizard present within the Balin.App service.

The User, during the devices activation process, must provide all the required registration information according to the scheme provided, including payment information, through the digital procedure.



By activating the Balin.App trackers on your account, the User agrees to pay in advance the full amount for the service provided as listed on the "www.balin.app" website.

5. Duration and Right of Withdrawal

This contract has an indefinite duration and starts its validity from the activation of the User account. Both Parties have the right to withdraw from the contract at any time, by communicating their will by e-mail, as better indicated in paragraph 28 "Communications".

The User can at any time independently deactivate each single device activated within their account. Device deactivation, following the user's withdrawal, will be immediate and it will not be possible to be refunded for the paid and unused service period. The deactivated device will no longer be usable on the Balin.App service, not even with another User account.

Device deactivation, following the withdrawal of the supplier, will take effect 5 days after the communication sent as described at clause 28; it will not be possible to be refunded for the paid and unused service period. The deactivated device will no longer be usable on the Balin.App service, not even with another User account.

6. Fees

The fee for the service provided to the User for each device activated during the period of validity of the contract is shown on the website "www.balin.app", it is unilaterally set by the Supplier, and is expressly accepted by the User at the time of account activation. The fee will be monthly charged, will start from the day of activation of the first tracker and will be charged again on the same day of the following month. The monthly service fees, the available functions and the storage policy for the information acquired are described on the website "www.balin.app".

The supplier reserves the right to make adjustments to the fees at any time. This will be a binding condition for the User, as described at clause 21, without prejudice to the User's right of withdrawal.

7. Access of Service

The User will be enabled to access the Balin.App Service, using the identification and password set during the User activation procedure.

Access to the service will take place through the available methods as indicated on the "www.balin.app" website.

The supplier is expressly exempt from verifying the real identity of those who access the service and the actual correspondence between user and user and, more generally, with the details indicated during registration.

The User accept any risk related to the misuse of the identification and password by those to whom he has directly or indirectly disclosed them.

The User is aware and accepts that, in order to be able to use the service, it is necessary to be independently supplied with suitable hardware and software equipment and an Internet connection service compatible with the service standards provided by the Supplier.

Under no circumstances the Supplier will answer for the service malfunctioning, or for any prejudice that may arise from the User for facts and causes related to the inefficiency or obsolescence of their hardware and software equipment and / or the Internet connection used by the User, and / or any other service provided by third parties and necessary for the use of Balin.app service.

8. Payment method

The payment of fees related to the use of the Balin.App service will be charged to the User in advance to the period of use, with monthly recurrence, through the payment method chosen at the activation of the account.

Payment information entered by the User will be collected and stored by a third party, 'Stripe Inc.' (<https://stripe.com/>), which guarantees the most appropriate security measures in terms of payment, and full compliance with all current GDPR and Data Collection regulations.



9. Invoicing

For each monthly fee processed, a regular invoice will be issued to the User, based on the details provided. The invoice will be available directly in the User's management panel in Adobe PDF format as well as being forwarded on telematic channels in compliance with current tax regulations.

The Supplier is expressly exempt from invoice errors due to the missing or incomplete or incorrect supply of personal data entered on the Balin.App service by the User.

10. Tracker : Usage ed Installation

The User accepts to use the tracking devices purchased and activated exclusively for the purposes related to the use of the Balin.App service, avoiding opening or modifying them.

After device activation procedure on the Balin.app service, the User accepts in all times to use the devices in accordance with the regulation of art. 1804 of the Italian law and regulations (civil code) and acknowledges that he is bound by the regulations of art. 1803-1812 of the Italian law and regulations (Civil Code).

Devices must be installed at the User's care and expenses. Any problems due to installations that do not follow the process stated in the Instruction Manual cannot be considered as a cause of malfunction of the service.

Each tracker activated is equipped with a SIM card, included free of charge and necessary to provide the service. All SIM cards remain the property of Supplier.

In the event of withdrawal of any of the Parties or in any case of termination of the contract, the User must destroy the SIM cards provided, without the need for any specific request from supplier.

If trackers are tampered with in order to use the SIM cards for purposes other than providing the Balin.app service, the internet traffic generated will be charged to the User at €2 per megabyte.

The provider will not be responsible for the use of the SIM Cards after the withdrawal of any of the Parties.

11. Unpaid fees

If the automatic charged monthly fee procedure fails, regardless of the cause, the Supplier will immediately notify the User as described at clause 28, the service will be suspended, and after 30 days the contract will be considered terminated.

12. User Default and Termination

The Supplier will have the right to terminate the Contract in accordance with the legal terms of Art. 1456 of the Italian Law and Regulation (Civil Code) in all cases where the User breaches or does not fulfill the obligations agreed when signing this Contract.

After contrat termination, the User account will be deactivated and all active devices will be deactivated without any possibility of restoring or reactivating them even with other User accounts.

In all case, with Contract termination due to breach by the User, the Supplier will have the right to withhold the payments already received for any reason from the User, without prejudice to the right to compensation for any greater damages.

13. Support

The Supplier offers a ticket assistance service free of charge, which the User can use directly through the service's user panel, once logged in. Assistance will also be provided by e-mail as described at clause 28. Assistance will not be provided by telephone or in person.

Support service will be available from Monday to Friday, from 09:00 to 18:00 (ITALIAN time GMT+1), except for holidays, special events, Italian public holidays. All closures will be displayed in advanced on the website "www.balin.app". Support request will be managed within 72 working hours. Support requests received outside working hours will be handled in order of arrival at the next opening of the support service.

14. Tracker Warranty

Th Supplier is exempt from providing any warranty or assistance on devices purchased by the User from the authorized dealer and activated on the Balin.app service.

In the event of a device malfunction, the warranty rules indicated on the retailer's website at the time of purchase will apply, based on the law and regulations in force.



15. Provision of the service

Service management is the responsibility of the Supplier, who may use services provided by third parties, in which case the User expressly accepts the conditions of use and applications provided by third parties. The services of third parties are provided independently and the related technical development is left to their unquestionable appreciation.

The Supplier reserves itself the right to suspend or interrupt the Service without notice and without any liability in the event of technical needs, including but not limited to: breakdowns, maintenance, replacement of equipment, ordinary and extraordinary interventions, implementations or system updates.

16. User cancellation

Each active User can request to cancel their account and stop using the service at any time by contacting the service assistance as described at clause 13.

17. User obligations

The User accepts to indemnify and hold harmless the Supplier, (as well as their respective representatives, administrators, agents, licensees, partners and employees), substantially and procedurally, in the following cases:

- a) from any liability, including any legal costs incurred to defend oneself in court, which may arise in the face of damage caused to other Users or third Parties, in relation to the contents, the use of the unauthorized service or for illegal purposes, the violation of legal terms or these Terms and Conditions.
- b) from any liability, damage, loss, cost or expense of a legal nature that the Supplier may incur due to the untruthfulness and / or incompleteness of the data provided.
- c) in relation to any damages or losses or claims of any kind and nature of their own and / or third Parties, including direct, indirect, punitive, accidental, special damages, deriving from lost profits, lost revenues, costs or expenses also of a legal nature, loss of data or intervention costs deriving from, or in any case connected with, the Balin.App service.

In the event that the tracker requires installation by a technician, the User undertakes to have this procedure carried out exclusively by specialized personnel, according to the guidelines and safety guidelines of the manufacturer of the vehicle and / or object to which is applied, relieving the Supplier from any liability deriving from unauthorized use or incorrect installation.

18. Uses not permitted

The User is aware and accepts that they cannot, for any reason and without any justification:

- a) perform reverse engineer, decompile, disassemble, modify or create derivative services based on the Balin.app service or any part of it;
- b) bypass the computer systems used by the provider or its licensors to protect content accessible through Balin.App
- c) copy, store, modify, change, prepare derivative works or alter in any way any of the content provided on Balin.App;
- d) license or sub-license the Supplier;
- e) use Balin.App in any other improper way that violates these Terms and Conditions;
- f) use Balin.App for purposes that violate applicable laws and regulations.
- g) use the SIM card contained in the activated Balin.App devices for any other purpose other than that of the device itself.

19. Copyright and Intellectual Property

All the figurative or nominative trademarks of Balin.App and the Supplier, and all other signs, trade names, service marks, word marks, illustrations, images, logos that appear on Website and APP are and remain the exclusive property of the Supplier or of its licensors and are protected by applicable trademark laws and related international treaties. Balin.App® is a registered trademark.

20. Ownership and use of data

With the undertaking of the contract, the User does not acquire any further rights other than the right to use the service. In particular, the User does not acquire intellectual and / or industrial property rights, or



economic exploitation rights of all that constitutes the Service, including, by way of example only, databases, information, trademarks, patents, logos and any other graphic and / or structural element made available to the User through the service, as these goods are the exclusive property of the Supplier.

21. Changes to these Terms and Conditions

The Supplier reserves itself the right, at any time, to modify the Terms and Conditions of the Service, the technical specifications, the fees.

These changes will be effective between the Parties after 15 days from receipt by the User of the communication of the change made in the ways described at clause 28.

During these 15 days, the User will have the right to withdraw from the Contract as specified in clause 5, without the contractual changes having any effect on the User.

22. Liability Limitations

The Supplier is exempt from checking the correctness of the data provided by the User on their profile and therefore takes no responsibility for such information.

In no case may the Supplier be held liable for damages caused to the User and / or third Parties for the malfunction and / or failure of the activated location device(s) or the Balin.App location service.

The Supplier uses services provided by third Parties for which it does not offer service warranties; in case of failure, the recovery times of the services offered by external suppliers will entirely depend on the time response of the aforementioned external suppliers. For such interruptions, the Supplier will not be liable to the User.

Considering that the User can interact with the tracker remotely through the Balin.App service, through the activation of a commanded output of the device, thus blocking, in whole or in part, starting or moving or modify other functions of the vehicle on which it is installed, in any case no responsibility can be attributed to the Supplier in the event of its failure.

23. Supplier obligations

The Supplier undertakes to maintain the efficiency of the services offered for the entire duration of the contract. However, the provision of the services may be interrupted due to technical problems, ordinary and / or extraordinary maintenance, power outages, causes of force majeure, including natural events or provisions of the Authority.

The User accepts, for any use of third Parties applications integrated in the applications and / or online platforms of the Supplier, the corresponding Terms and Conditions of use of these applications. If the Supplier was forced to interrupt the provision of services for exceptional circumstances, the Supplier will try to manage the periods of interruption and / or malfunction in order to minimise the inconvenience at the best of its abilities and resolving the issue in a timely manner.

The Supplier may interrupt the provision of services in the event of justified security problems and / or justified breaches of confidentiality even beyond the limit of 48 working hours, notifying the User as described at clause 28. In any case, the User will not be able to claim any compensation for the interruption of services.

24. Internet Network Security

The User is fully aware of the characteristics of digital transmission networks and their limitations. In particular, the User acknowledges that data transmission via the Internet is subject to objective technical limits of reliability and to periods of saturation at particular times of day.

Although the security measures put in place by the Supplier are such as to ensure a reasonable degree of reliability for the User, data circulating on the Internet cannot be considered absolutely immune to possible intrusions and therefore passwords, codes, and more generally any other information of a confidential nature, are communicated by the User at their own exclusive risk.

25. Data protection and publication network

The User expressly agrees to the direct and / or indirect transfer to the Supplier of the data necessary for the use of the Supplier's services, products and applications, as well as the storage of such data in the Supplier's databases. The User also expressly agrees to the direct and / or indirect transfer of the data necessary for the use of third Party applications as part of the service, as well as the storage of such data in their databases. The User also expressly consents to the direct and / or indirect transfer of the acquired



position data, in anonymized form and purely for statistical purposes, in third Party applications as well as the storage of such data in their databases.

26. Prohibition of transferring the contract

The User may not transfer the contract to third Parties, either free of charge or with the application of a fee, temporarily or permanently, without the prior written consent of the Supplier.

The User agrees as of now to the right of the Supplier to transfer this contract, in whole or in part, to companies belonging to the same group of the Supplier's or to third parties, without prejudice. In the event of transfer to third Parties, the User can freely withdraw from the contract, as specified at clause 5.

27. Prohibition of Compensation

It is expressly forbidden for the User to compensate any claims against those of the Supplier.

28. Communications

All communications addressed by the User to the Supplier must be sent to the following email address: "support@balin.app", or by opening a support ticket directly within the user panel of the Balin.app service.

The User is aware and accept that no other type of communication will be accepted and/or monitored.

All communications related to the contract and the supply of service will be sent by the Supplier to the User, by e-mail, to the address provided by the User during the registration procedure, that is to the identification of access to the Balin.App service, considered as a unique and exclusive address for each communication.

29. Privacy – Data Process

In order to use the Service provided by the Supplier, the User confirms that he has read the Privacy Policy on the website "www.balin.app", and authorizes the provider to process thier personal data in compliance with the EU regulations 2016/679.

The storage time of the GPS data saved and collected by the Balin.App service in the Supplier databases are indicated on the website "www.balin.app" in the sections specifying the technical description of the services provided.

30. Privacy Policy

With regards to the processing of personal data, the User declares to know and accept our Privacy Policy available on the Privacy Policy Section of the website "www.balin.app".

31. Jurisdiction and competent court for professional customer disputes

The Contract is bound by the Italian Law and Regulations.

For any dispute related to the validity, effectiveness, interpretation or execution of each Contract as well as, in general, related to the browsing of the website by the professional customer or the use of any functionality made available to the professional customer through the website, the Court of Asti(CN) Italy shall have exclusive jurisdiction.

32. Jurisdiction and competent court for consumer customer disputes

The Contract is bound by the Italian Law and Regulations.

Any dispute concerning the validity, effectiveness, interpretation or execution of each Contract, or generally concerning the browsing of the website by the Consumer Customer or the use of any functionality made available to the Consumer Customer through the website, shall be subjected to a conciliation attempt conducted through the European "Online Dispute Resolution" platform (ODR) available at <http://ec.europa.eu/consumers/odr>. Through the ODR platform, the consumer Customer can send a complaint concerning a contract concluded online with the Supplier and thereby activate the online dispute resolution procedure. The Supplier's e-mail address to include in the complaint is support@balin.app.

If the attempt at conciliation fails, the dispute will be transferred to the competent judicial authority of the court of the Consumer Customer's residence or elective domicile.



In any case, the Consumer Customer retains the right to refer to the competent judge of their own place of residence or elective domicile, regardless of the outcome of the mediation procedure. This court's jurisdiction is mandatory and cannot in any way be waived.

33. Contract conditions specific approval

In accordance with art. 1341 and 1342 of the Italian Law and Regulations (Civil Code) , the User, by ticking off the requests for specific approval of the terms and conditions n. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 during the User registration procedure, declares to accept and confirm them specifically.