

General Terms and Conditions for the use of BruxApp Research Cloud

The company WMA S.r.l. does not directly conduct scientific research projects, but limits itself to making its App (BruxApp Research Cloud) available to subjects who request it (research center/companies, Universities...) without managing in any way the methods and purposes of the use and processing of data carried out in specific research projects.

These conditions (hereinafter referred to as "General Conditions") establish the reference framework for the use of the services made available by WMA S.r.l. (P.Iva 02596970463), with registered office in Florence, Via Bonifacio Lupi 14 (hereinafter referred to as the "Company") through its website <http://www.bruxxapp.cloud> (hereinafter referred to as the "Website") and the use of application for smartphones and tablets "BruxApp Research Cloud" (hereinafter referred to as the "App"), aimed exclusively at collecting data relating to the condition of bruxism, which will be made available to third parties for scientific research purposes.

The BruxApp Research Cloud App is therefore structured and aimed at the mere collection of data relating to bruxism conditions and does not carry out any type of further diagnostic or scientific treatment. The personal data collected is anonymised and processed in compliance with the provisions of the GDPR and the relevant Italian legislation, as per the privacy policy. These General Conditions govern the contract stipulated between the Company and the Patient (hereinafter also the "User"), concerning the provision of the services offered by the Company.

1. Registering for the Service and Downloading the App

1.1 The services offered by the Company through navigation on the Website and on the App require registration.

1.2 Through the App you can register and create your own account (hereinafter referred to as the "Account").

1.3. By registering, the User declares to meet the legal requirements required for signing contracts.

1.4 In order to use the services, it is necessary to open an Account and accept the clauses of these General Conditions. Creating an account is free.

1.5 To create an Account, the User must:

(a) fill in the appropriate form and use the "REGISTER" button, entering your name, surname, the project association code provided by other Users (if available), the e-mail address and password you intend to use for access;

(b) carefully read and accept through the appropriate flags these General Conditions, the Privacy Policy, give consent to the processing of one's health data and give consent to the processing of one's data for scientific research purposes;

(c) complete the registration and click on the "REGISTER" button

1.6 The User guarantees that the data provided by him by completing the registration form are correct and truthful and undertakes to update them whenever necessary.

1.7 The User's Credentials and access password must be kept with care and attention. They can only be used by the User and cannot be transferred to third parties. The User undertakes to immediately inform the Company in the event that he suspects or becomes aware of an improper use or undue disclosure of the same.

1.8 If he decides to provide the User's Credentials to third parties, the User is responsible for all acts performed with the use of access credentials. The User undertakes in any case to hold the Company harmless from any damage, compensation obligation and/or sanction deriving from

and/or in any way connected to the violation by the User of the rules regarding registration on the Website and the 'App or storage of User Credentials.

1.9 The creation of an Account is reserved for natural persons of legal age who have the ability to give valid consent to accept these General Conditions.

1.10 The Company reserves the right to prevent access to the Website and/or App and/or services and/or to suspend or terminate an Account, in the event of violation of laws, regulations, orders, disciplines and/or of these General Conditions or in the event that illegitimate access is ascertained or incorrect and/or false information provided.

1.11 The User can download the App from the App Store or the Google Play Store. The general terms and conditions and/or terms of use of the App Store will apply in addition to these general conditions. For the iTunes Store, these terms include, for example, the "End User License Agreement for Licensed Applications" (located at <https://www.apple.com/legal/internet-services/itunes/www/>). The terms of use of Google Play can be found at https://play.google.com/intl/de_de/about/play-terms.html. The User must make sure to review the terms of use that apply in his country.

1.12 The App is free.

2. Safety in the use of the App

2.1 SAFETY FOR HEALTH: BruxApp Research Cloud is an application that the user uses on his personal smartphone; the use of the application does not involve any risk to the user's health as it does not use wearable accessories and does not collect biometric data. The application records the conditions of bruxism during wakefulness by answering some questions that the app asks the user at various times of the day.

2.2 DATA SECURITY: the data is collected, anonymized and stored in full compliance with the GDPR legislation and the relevant Italian legislation.

3. Authorization to consult user data

3.1 In using the service, the User makes his/her data available to the Company.

3.2 By accepting these General Conditions, the User grants the Company the exclusive right to consult them, as well as to use and memorize them for the provision of the service and for all legal obligations. This right cannot be transferred to third parties except for the envisaged transfer of data collected for scientific research purposes, as also indicated in the privacy policy, and subject to the user's consent.

4. Obligations of the User

The User is prohibited from using the services: (i) for purposes other than those described in these General Conditions; (ii) in such a way as to cause, or could cause, interruptions, damages and/or malfunctions to the Website or the App, its functions and/or the Services, (iii) for purposes not permitted by law, or in any case for commit illegal activities, and/or in any case in violation of laws, regulations, orders or disciplines, and/or (iii) to cause disturbance, prejudice or apprehension to any third party (iv) upload and/or transmit data or content that does not have the right to transmit or disseminate by virtue of a provision of law, contract or due to a fiduciary relationship. The Company reserves the right to block or suspend, at any time and without notice, access to the services by Users who should contravene the provisions of the previous provision, also reserving the right to deactivate or permanently cancel the account of the User and/or block any future access to the Website or App.

5. Liability

5.1 By accepting these General Conditions, the User declares to be aware that the research institutions to which the data are communicated are not employees or collaborators of the Company, which is not responsible for their work. The User is made aware that the Company only carries out a service aimed at collecting and making data available, in compliance with the provisions of the GDPR. The Company is therefore not liable for any damage suffered by the user and/or third parties as a result of the use of the Website or App and/or in any capacity deriving from an opinion, action, omission, expressed content and /or uploaded and/or transmitted through the Website or the App.

5.2 The Company does not guarantee that the Website or the App will always operate without interruptions. No guarantee (explicit or implicit) is given in relation to the App or the Website and the related functions, or in relation to the compatibility of the App with particular devices and/or platforms and in relation to the effects that may occur on the functionality of the software, services or third-party products, due to the installation of the App itself or the navigation of the Website.

5.3 The Company is not responsible for the hypotheses of delays, malfunctions, interruptions and/or suspensions of access to the features, caused by: (i) incorrect use of the application or features by the User and/or (ii) malfunctions of any type of the device used by the User and/or (iii) total or partial interruptions, or in any case inefficiencies, of the services provided by telecommunications operators or by any other third party responsible for data transmission and/or (iv) maintenance operations necessary to guarantee the efficiency and safety of the application or its functions and/or (v) any other cause not attributable to the Company's systems

5.4 The Website or the App may be updated and adapted at the discretion of the company to allow the stability of the App itself or to guarantee the safety of the User. As a result, system requirements may change. The Company assumes no obligation to make the Website or the App available to the User in the event of failure to update by the User.

5.5 If, due to service interruptions not dependent on the Company, access to the Website or the App is interrupted, errors occur in the transmission, or access to the services is occasionally suspended or limited to allow the carrying out of works repair, maintenance, or the introduction of new activities or services, the Company cannot be held responsible for: (i) losses that are not a consequence of the violation of these General Conditions and/or (ii) for any other damage and/ or direct and/or indirect and/or, in any case, consequent that it was not reasonably foreseeable and/or that is not in any case directly attributable to willful and/or negligent actions and/or omissions of the Company itself.

5.6 Any illegitimate access to data occurring outside the use of the Website or the App, or in any case caused by the User's inexperience in managing the device, the User's Credentials or the password in his possession are not attributable to the Company; the same goes for the loss or irregular use of documents downloaded through the application, as well as for what happens following the download and possible saving of the related files in the device(s) available to the User.

5.7 The possible presence, on the device on which the App is installed or used to access the Website, of malicious codes (computer viruses, malware, etc.) and/or any interaction with third-party software are not attributable to the mobile application.

6. Duration, Withdrawing and Cancellation of the Account

6.1 The duration of the service depends solely on the time necessary for the conclusion of the single process.

6.2 The User, at any time and without notice, may cease to use the Website or the App.

6.3 The User can uninstall and/or remove the App from his/her device(s). Uninstalling and/or removing the App from the device does not cancel the User's Account.

6.4 To proceed with the cancellation of your Account, the User must access your web account with your credentials and click on the appropriate icon (trash can) located at the top right of the screen. The deletion of the Account involves the permanent removal of personal data relating to the User from the system.

7. Intellectual Property

7.1 All contents present and/or made available through the Website or the App, including the App itself, such as, by way of example, texts, graphics, logos, images, audio files and/or video files, digital downloads, data collections, software, source codes or objects, with the exception of content uploaded by Users, are the exclusive property of the Company and are protected by legislation on intellectual and industrial property.

7.2 The User has the right to download and install a copy of the App on any device owned by him.

7.3 To the extent necessary to achieve the contractual purpose, the Company grants the User a limited, revocable, non-exclusive, non-assignable, non-transferable and non-sublicensable license to use the Website or the App (via the Website or the App and not also through scraping, crawling, spidering, or other technologies that may possibly allow access to data), for the use of the services and to view and store (where permitted by the Website or by the App) on your device the information and data conveyed with them.

7.4 The licensed rights will expire in the event of termination of the effects of the contract for any reason.

7.5 It is strictly forbidden to use the Website or the App for purposes other than those expressly provided for in these General Conditions. By way of example but not limited to, the User is not permitted to (i) transfer, sub-license or assign the Website or the App to third parties; (ii) modify, adapt or create products and/or derivatives of the Website or App and/or Services; (iii) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to obtain the source code and/or object code of the Website or App; (iv) make, in any way and/or form, the functions of the Website or the App available to third parties and/or or lease and/or assign and/or transfer in any way and/or form the Website or the Apps to third parties; (v) remove, modify and/or hide any element and/or

identifying information of the Website or of the App and/or the distinctive signs of the Company, as well as any other information useful for identifying the Company as the owner and holder of the exploitation and distribution rights of the Website or of the App; (vi) use capture or extraction tools and/or devices to extract (one or more times) and/or to reuse any substantial portion of the Website or the App; (vii) publish a database that reproduces substantial parts of the Website or the App and/or the Services.

7.6 The Company is the exclusive owner of the domain names and any other distinctive sign present on the Website or on the App.

8. Force Majeure

The User is made aware that the Company will not be responsible for the suspension or failure to provide the services, where this failure is caused by force majeure. Causes of force majeure, by way of example but not limited to, strikes, boycotts, terrorist acts, epidemics, pandemics, riots, wars, or attacks by computer pirates, hackers, crackers, viruses.

9. Warranty

11.1 The Company does not issue any representation or guarantee that by using the services the objectives set by the User will be achieved.

10. Personal data

10.1 The User's personal data will be processed in accordance with the GDPR and the relevant Italian legislation, as per the Information on data privacy. The most recent version of our Data Privacy Policy is available at <http://www.bruxxapp.cloud>.

11. Assistance and Complaints

11.1 It is possible to request information, send communications and complaints to the Company by writing to the address "info@wmatechnology.com". Furthermore, for technical assistance, it is possible to send requests and information by writing to the address "contact@bruxapp.info".

11.2 Based on the discipline established by EU Regulation 524/2013 of 21 May 2013, for the purpose of settling any disputes, the User may make use of the ODR (On Line Dispute Resolution) Platform which can be reached at this address: <http://ec.europa.eu/consumers/odr/>.

11.3 It is possible to request information, send communications and request assistance from the Company by writing to the address "contact@bruxapp.info".

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12. Modifications of the Service or Variations of the General Conditions

12.1 The Company reserves the right to modify the services offered through the Website or the App and these General Conditions at any time, for any changes to the services offered or the methods of providing them, or to offer new services and/or to comply with legal and regulatory provisions. In this case, the new version of the General Conditions - with indication of the revision date - will be made available to the User through the Website or the App, in the "Terms and Conditions" section.

12.2 The User is invited to download and keep these General Conditions at the time of registration and request for services.

13. Applicable Law and Jurisdiction

13.1 These General Conditions are governed by and must be interpreted in accordance with Italian law.

13.2 For any dispute relating to the application, execution and interpretation of these General Conditions, the court of the place where the User resides is competent.