

## **CONTRACTUAL TERMS AND CONDITIONS regarding the Data Storage Web Health History ("WHH") Service called Lifepassport provided by Meshpass SA**

Updated: 20 Jun 2018 (substitutes previous versions)

Should the user, Meshpass's counterparty under this Contract, reside in a country where class action lawsuits are regulated and in force, clause 13, which contains a binding arbitration clause and class action waiver, shall apply. This clause concerns the user's rights relating to the resolution of any disputes with Lifepassport. We recommend that the user reads it carefully.

Ownership of the Site and Copyright:

These Terms and Conditions of Use ("Terms of Use") apply to this Lifepassport Website (hereinafter also referred to as "Lifepassport"), located at the following IP address: [www.lifepassport.org](http://www.lifepassport.org) and all associated and linked sites, its subsidiaries and affiliates, including sites around the world (collectively, the "Website"). The Website is owned by Meshpass SA with registered office in Switzerland (hereinafter also "Meshpass").

Meshpass reserves the right, at its sole discretion, to amend, modify, add, or remove portions of these Terms of Use at any time. It is the user's responsibility to check these Terms of Use periodically for any changes.

All the texts, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer codes (collectively, the "Content") are owned by Meshpass.

The Website is owned and controlled by Meshpass which grants the use of its storage space, and is protected by trade agreements, copyright, trademarks, and various other intellectual property rights, as well as protection from unfair competition. Except as expressly provided for in these Terms of Use, no part of the Website and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, sent or distributed in any manner (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Meshpass.

The user may use the information on Lifepassport products and services (such as medical records, manuals and similar materials) purposely made available by Meshpass for downloading or printing from the Website, provided such information is only used for the user's personal, non-commercial purposes and that the user does not copy or post such information on any networked computer or disseminate it via any media.

### **1. Subject of the Contract**

This Contract is for the supply of a Service called Web Lifepassport Health History, consisting in the provision of virtual spaces by Meshpass users (data storage), in order to store health data. The Service is specifically designed and created by Meshpass to collect only health information that regards its members.

The virtual space is made available in the predetermined size and the user, if the limit has almost been reached, will be able to extend the space by choosing a package that best suits the same from among those made available by the Lifepassport storage service.

The data storage space is organised by Lifepassport and unchangeable by the user, who agrees to use it only for the storage of his/her health data.

This Contract is agreed between the user and Meshpass SA for using the Lifepassport account (the "Service"). Use of or access to the Service is tantamount to acceptance of these conditions. If the user does not wish to accept them, then this Service must not be used.

The user's continued use of the Website following the posting of changes in the specific section in each account means that the user has accepted the changes. As long as the user complies with these Terms and Conditions, Meshpass grants the same a non-exclusive, non-transferable personal right to access and use the Website.

The European Commission has established, on the basis of Article 45 of EU Regulation 2016/679 that the level of protection offered by **SWITZERLAND** is adequate (Adequacy decisions), and therefore it is possible to transfer personal data to this country.

**All data entered by the data controller in the electronic medical records shall be kept in Switzerland on servers located there. The data shall only be accessible by the data controller or its delegates in possession of the appropriate authorisation codes in compliance with the relevant regulation.**

Meshpass may process anonymous data, also for statistical or research purposes.

The data controller, with the acceptance of these provisions and future additions, expressly consents to the storage of data in Switzerland on the Meshpass server (or that of its partners) that ensures its reasonable functioning and security. Data transfer which starts from the data controller's computer and ends with the filing of information in the Meshpass server is the exclusive responsibility of the user, including any associated risks.

The user is recognised all the rights contained in the European Directive and Swiss legislation on privacy, therefore the same is invited to check and properly consult the Privacy Rules of Meshpass.

Meshpass provides no warranties regarding the Service. This Contract also limits the liability of Meshpass towards users.

## **2. Technical Conditions for Connection**

The programs and devices that connect to Lifepassport are provided by third parties. Meshpass does not manage, control or provide information, products or services that have not been clearly identified as being provided by Meshpass. The use of such programs and devices covers only the user and third parties and is governed by the terms of use and privacy policies of these specific programs. The conditions of the programs do not apply to the Service or the legal relationship between the user and Meshpass. Nothing specified in the conditions of third parties exposes Meshpass to further liability or changes the relationship that ties it to the user. Some programs may not be available for all Meshpass users. The user shall review the terms and privacy policies provided by third-party programs. Note that these conditions govern the manner in which the personal information of the user is shared by the third-party program in question.

## **3. Subject and Use of the Service**

The Service is designed to allow the user to easily store personal health data and information about other people (such as family members), with their consent and credentials. The information contained in the user account may not always be accurate or up-to-date and health professionals should take into account that it may be used for information purposes only.

When using the Service, the user is required to comply with the terms of this Contract and all applicable laws. The user may not use the Service in an unauthorised manner, or in a manner that may interfere with the use of the Service by other users, or obtain unauthorised access to any service, data, account or network.

The user may start using the Service as soon as the activation process is completed.

Meshpass has the right to deny registration of an account for reasons related to the location of the user or for other reasons. The user shall not attempt to circumvent these limitations of the Service. Some of the Service's functionalities are not available in certain languages or locations.

The use of the Service is subject to dimensional restrictions regarding the size of uploaded files and disk space available to the user for storage. The limitations are caused by technology and the quality of service purchased (price). Technological limitations are constantly changing because of the development of technologies available to Meshpass. The limitations imposed by the quality of the service purchased are editable by the user by upgrading the service he/she uses.

In order to help Meshpass maintain a healthy and pleasant environment, users are invited to report any illegal or inappropriate conduct to the following e-mail address: [legal@lifepassport.org](mailto:legal@lifepassport.org).

#### **4. Renewal of the Service and Fees**

The Lifepassport Service that Meshpass provides to the user has a duration of 365 days from the activation date, after which - unless it is automatically renewed - the Contract ceases. Renewal of the Service is possible by signing a new contract and paying the annual fee for the following yearly period.

The Lifepassport Service is provided by Meshpass for the user in consideration of an annual fee. The payment of the fee is essential to be able to use the Lifepassport Service. When the subscription is about to run out, Meshpass alerts the user that the Service is about to expire, if the user does not activate the Service promptly, it ceases, and this shall result in the deletion of the Lifepassport account and the total loss of data entered.

The Lifepassport Service is not renewed automatically from year-to-year unless the client does not flag the express option during activation or renewal of the Service.

Meshpass is interested in but has no obligation to notify the user of the Contract's expiration.

The Lifepassport Service may be customised based on the space (GB) and additional services requested by the user. The fees for the use of the web space made available to the user for the storage of health data therefore varies according to the technical functionalities required by the user during activation or later on. The use of Lifepassport data storage by the user corresponds to acceptance of the fees for the use of the same. The fees shall be increased according to changes in taxes and charges required by law.

Meshpass may periodically change the rates and current expenses, or add new fees or charges, provided they are notified by email.

If the user wishes to renew the Service he/she may, alternatively:

- a. Access the Website's section reserved for payment/renewal and pay using a means of payment that the system accepts;
- b. Buy a prepaid code with which the Service is renewed on-line without using a credit card.

Option b) is subject to a request made by the user to the distributor of the relevant Lifepassport Service.

Failure to pay within the terms provided for in this Contract shall result in the automatic termination of this Contract, and all data shall therefore be deleted. At the sole discretion of Meshpass, the WHH of a user who is behind in the payment of fees could be kept inactive but not deleted from the system for up to 30 days from the date of expiration. Within this short period of time the user may renew his/her subscription without permanently losing the data that has been entered. Meshpass is not obliged to retain the data for the subsequent 30 days or to restore the service once it has been terminated and not renewed. Contractual termination or failure to renew in any case result in the deletion of data within 2 months of such events occurring.

If the user opts for the automatic renewal of the Service, payment may only be made with a valid credit card. The user shall be responsible for ensuring the validity of his/her credit card. In fact, if the user's credit card expires or is revoked and the same does not pay in time, this may result in the automatic termination of the Contract for default by the user, with the cancellation of the account and the permanent loss of all Lifepassport data entered into the system.

**With the basic Lifepassport Service, Meshpass allows the user to store documents and information until there is no more space under the "Settings" section of each WHH, which may be accessed using the "PRIVATE" codes).**

## **5. Account Delegates**

The user is only authorised to use the credentials of his/her own account. The user must keep the credentials confidential and not allow others to access or use the Service on his/her behalf, unless Meshpass defines a mechanism suitable for this purpose. The user shall immediately contact Technical Support if he/she suspects misuse of the account or a security breach in relation to the Service. The user is responsible for all activities conducted via the Service account.

If there is a co-manager of one of the user's records (because this has been authorised by the latter), the user acknowledges that the co-manager shall have full control of this record and has the right to cancel the user's access to the record, manage access by other people and display the data in the records, including how and when they are used.

The health data shall be personally entered by the user or by his/her delegates into his/her Web Health History ("WHH"). Delegates may include professional users (health professionals) who use the IT platform provided by Meshpass, called LifepassportPRO and any platform for which there is an established agreement.

LifepassportPRO allows users to interact with professional members with WHH of their own patients (Lifepassport users) on the basis of the authorisations granted by them.

Meshpass does not take part in the authorisation relationship between users and their health care professionals (professional users) for access to the WHH. Meshpass merely makes the software that allows users to share their WHH with their health professionals available. It is the user who decides how, when and with what degree of permission his/her WHH may be used by health professionals. The data and documents entered by the health workers into their patient's WHH becomes the sole property of the latter. If health workers wish to retain data and information regarding their patients they must do so by means other than the Lifepassport system.

Users shall decide which healthcare providers their WHH data will be shared with, and with what degree of permission (Basic, Display, Edit), as well as the terms for sharing information. The moment a user links a health care worker to his/her WHH he/she agrees that they shall be inhibited from seeing data in the system and shall only be allowed to enter data and reports on the system. Should the user wish to authorise a health professional to view or edit the data in his/her WHH, he/she shall expressly exercise this option in the "Settings" section of the control panel.

Meshpass does not intervene in the relationship between users and health professionals who use LifepassportPRO and is therefore not responsible for the processing of data and information by LifepassportPRO users. Users are aware that by authorising health professional to access their data via LifepassportPRO they authorise the processing and the status of data controller.

## **6. Web Only Services**

In order to access the Service through a mobile data connection on a mobile device, the user must have a package to access data from his/her mobile provider. In order to access the Service via Wi-Fi or via an Internet connection, the user must have a compatible device, browser and Internet access. The user should contact his/her provider to know the applicable costs. The user is solely responsible for the fees or costs incurred to access the Service via a wireless or other communication service.

## **7. Content and Sharing of User Records**

Meshpass does not control, check or endorse the content that users and others delegated by the same make available via the Service.

It is the user who authorises and controls who can access the content, as well as any co-managers and their delegates. If the user shares the contents of his/her records with a person or entity, he/she also accepts that they can use them. When a user grants access to the content to others via the Service, they can use, reproduce, distribute, display, transmit and communicate the content to the public. The user may authorise and revoke access to display his/her health data to third parties and the same is responsible for any modifications.

If the user shares content via the Service in ways that violate the rights of third parties, including the right to privacy, the user shall be deemed in breach of this Contract. The user declares and warrants that he/she has all the necessary rights to grant the rights referred to in this clause and that the use of the content does not violate any laws. Meshpass may remove user content from the Service at any time in the event of breach of this Contract.

In the event of cancellation of the Service, Meshpass shall permanently delete the user's data from its servers. Meshpass has no obligation to return data to the user after the cancellation of the Service. Users have the right and the technical possibility regarding portability of their data as long as the service is in force. It is not possible to recover deleted data.

The Service has been designed to record the personal health data of users. It is not intended to contain records for health care professionals or for other medical purposes or patient management. If health care workers decide to include any data made available through Lifepassport in their records, the files should be copied into their systems.

## **8. Amendments to the Contract**

Meshpass may amend this Contract and notify the user of the same through the publication of new conditions. If the user does not wish to accept the changes, the same must cancel the Service and stop using it. The new conditions are deemed accepted if the user does not stop using the Service.

## **9. Warranty exclusions**

Meshpass provides the Service on an "as is" basis, "with the possible faults" and "as available". The user accepts all risks related to the quality and performance of the Service and software. Meshpass does not warrant the accuracy or timeliness of the information available via the Service. The user acknowledges that computers and telecommunication systems are not fault-proof and that occasionally the user may experience the unavailability of the Service. Meshpass does not warrant that the Service shall be uninterrupted, timely, secure or error-free and that there will be no loss of data. Meshpass, its subsidiaries and its suppliers do not grant express warranties or conditions. Meshpass excludes any express warranties, including merchantability warranties, satisfactory quality, fitness for a particular purpose, workmanlike effort and non-infringement of third party rights. Local law may grant the user certain rights. Nothing stated in this agreement is intended to affect those rights, where the same are applicable.

Third-party programs and devices that connect to Lifepassport are neither approved nor warranted by Meshpass. Product descriptions belong to the respective manufacturers and are for information purposes only. This Website does not provide medical advice or care, or diagnosis or treatment. If the user has questions he/she wishes to ask about medical conditions, diets, fitness programmes or well-being, the same must always consult a doctor or qualified health professional. It is advisable not to ignore the advice of a doctor and avoid delaying the use of medical care because of information consulted or available via the Service.

## **10. Disclaimer**

The user agrees not to take any action that impose an unreasonable or disproportionately large load on the infrastructure of the Website or Meshpass systems or networks, or any systems or networks connected to the Meshpass Website.

Unless it is a requirement imposed by the law, in no event shall Meshpass be held liable for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits or lost data, even if Meshpass has been advised of the possibility of such damages. If, notwithstanding the other provisions of these Terms of Use, Meshpass is found to be liable for any loss or damage arising from or in any way related to the use of the Website or any content, the liability of Meshpass may not in any case exceed the subscription price paid by the user to use the Lifepassport Service in the six months preceding the date of an initial claim made against Meshpass. Some legal systems do not allow limitations of liability, so the above limitation may not always be applicable.

The user agrees to indemnify and hold its officers, directors, shareholders, predecessors and successors, employees, agents, subsidiaries and affiliates, harmless from any complaints, loss, liability, claims or expenses (including legal fees), made against Meshpass by third parties due to or arising out of or in connection with the use of the Website.

Should the user have reasonable grounds to ask Meshpass or its affiliates or suppliers for damages, he/she shall only be entitled to direct damages of up to CHF 100.00. The user has no right to obtain compensation for any other damages, including consequential, special, indirect, incidental, punitive damages or those related to loss of profits or data.

The limitations and exclusions apply to any aspect that relates to this Contract, such as loss of data, contents, programs or conduct by third parties; viruses that can affect use of the Service, incompatibility between the Service and other services, software or hardware; delays or failures suffered by the user in starting or completing transmissions and claims for breach of contract, warranties or conditions, consumer protection, fraud, unfair competition, strict liability, negligence, misrepresentation, omission, abuse or other unlawful conduct, violation of laws or regulations or unjust enrichment, to the extent permitted by applicable law.

The limitations and exclusions apply even if this remedy does not fully compensate the user for losses or is not in line with the essential purpose, and even if Meshpass was aware, or should have been aware, of the possibility of such damages.

Some or all of these limitations or exclusions may not apply to the user if the State, province or country of residence does not allow the exclusion or limitation of liability for incidental, consequential or other damages.

## **11. Changes to the Service and Cancellation**

Meshpass continually strives to improve the Service and may make changes at any time. Moreover, Meshpass may stop the provision of certain parts of the Service for specific reasons, including, for example, because its provision is no longer feasible, the technology has evolved, comments and recommendations from customers indicate changes are necessary, or external problems make it imprudent or impractical to continue the Service. In case of cancellation of the Service, the user's right to use it immediately ceases. Meshpass shall have no obligation to return the data entered into the Lifepassportsystem to the user. Unless it is impeded from deleting data by the law or courts, Meshpass has the obligation to delete all user data. The possibility for the user to access and use certain third-party programs may also cease immediately.

The user may cancel the Service at any time for any reason. Clauses 9 to 14 and the other clauses, which according to what is stated in the conditions contained there in shall continue to apply after the termination of this Contract, shall remain in full force even after its termination.

## **12. General Legal Provisions**

### **12.1 Interpretation of the Contract**

All the clauses of this Contract apply to the maximum extent permitted by applicable law. If a court or arbitrator decides that Meshpass is not entitled to apply part of this Contract in accordance with its current formulation, Meshpass and the user shall replace the conditions in question with similar clauses to the extent

permitted by applicable law, but the rest of the Contract shall not change. Sub-clause 13.10 illustrates what happens if parts of Clause 13 (arbitration or class action waiver) are found to be illegal or ineffective. If there are inconsistencies, sub-clause 13.10 shall prevail over this clause. This Contract constitutes the entire agreement between the user and Meshpass in relation to the Service and supersedes any prior agreements or oral or written statements regarding use of the Service by the user. If the user is subject to confidentiality obligations related to the Service, these obligations shall remain in force. The use or payment of other Meshpass services by the user may be governed by additional conditions. The headings of the clauses have been inserted for convenience only and do not limit the conditions of this Contract.

## **12.2 Termination**

Meshpass may assign, transfer or otherwise dispose of its rights and contractual obligations, in whole or in part, at any time without prior notice to the user. The user may not assign this Contract or transfer any rights to use the Service.

## **12.3 Absence of Third-Party Beneficiaries**

This Contract is solely for the benefit of the user and Meshpass. It is not for the benefit of others, except Meshpass successors or assignees.

## **12.4 Software for the Service**

The WEB software corresponding to the Web Health History is considered the key to access the storage space of the user's own health data and is therefore not sold or installed on the client server. Unless otherwise notified by Meshpass, access to data shall expire upon termination of the Service and Meshpass shall have the right to disable it. The user must not get around any technical limitations in the software, and must not disassemble the software products included in the Service.

The software is subject to Swiss laws and regulations. The user is required to comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

## **12.5 Communications**

Technical communications to Meshpass must be sent by email to: [support@lifepassport.org](mailto:support@lifepassport.org). Confidential communications to Meshpass must be sent by email to: [privacy@lifepassport.org](mailto:privacy@lifepassport.org). Legal notices to Meshpass must be sent by email to: [legal@lifepassport.org](mailto:legal@lifepassport.org). General communications to Meshpass must be sent by email to: [info@lifepassport.org](mailto:info@lifepassport.org). Recommendation communications to Meshpass must be sent by email to: [feedback@lifepassport.org](mailto:feedback@lifepassport.org). Editorial communications to Meshpass must be sent by email to: [newsletter@lifepassport.org](mailto:newsletter@lifepassport.org).

Meshpass may send the user information about the data storage Service, in an electronic format, regarding the data storage service, health information, advertising information, additional information and information that is required to be provided by law. The user consents to Meshpass providing the necessary information by e-mail at the address specified by the user when registering, or by accessing the Lifepassport Website designated by the latter. Notices provided to the user via e-mail shall be deemed given and received at the time the messages are sent. If the user does not give his/her consent to receive notices electronically, the same must stop using the Service.

## **13. Binding Arbitration and Class Action Waiver**

Wherever the user resides, this clause is applicable to all disputes. The term "dispute" means any claim, action or other disputes between the user and Meshpass regarding the Service or software (including the price) or in relation to this Contract, in regard to contractual liability, extra-contractual liability, common law or statutory liability or for other legal or equitable reasons. The term "dispute" shall be interpreted as broadly as possible in accordance with the law.

### **13.1 Disputes Notification**

In the event of a dispute, the user or Meshpass shall provide the other party (for Meshpass via an appropriate dedicated e-mail as mentioned in sub-clause 12.5) with dispute notification, or a written statement that contains the sender's name, address and contact information, the reasons for the dispute and the remedy sought. Meshpass shall send any dispute notices to the user via e-mail. The user and Meshpass shall attempt to resolve any disputes through informal negotiations within 90 days of the date a dispute notification is sent. After 90 days, the user and Meshpass may initiate arbitration proceedings.

### **13.2 Minor Causes Court**

The user may bring actions for any disputes to a minor causes court where the dispute meets the requirements to be heard in such a court. A case may be brought before a minor causes court regardless of whether the user has previously participated in informal negotiations. The court of Lugano shall have exclusive jurisdiction over disputes.

### **13.3 Binding Arbitration**

If the user and Meshpass fail to resolve a dispute through informal negotiations or in a minor causes court, any further attempt to resolve the dispute shall be made exclusively by binding arbitration. The user waives the right to bring disputes before a court (or to participate in a class action). Instead, all disputes shall be resolved before a neutral arbitrator, whose decision shall be final, except for a limited right of appeal to the ordinary courts. The award of the arbitrator may be enforced by any court with jurisdiction over the parties.

### **13.4 Class Action Waiver**

All proceedings aimed at resolution debating disputes in any jurisdictions shall be conducted only on an individual basis. Neither the user nor Meshpass shall propose a class action or other proceedings in which one party acts or proposes to act as representative. It shall not be possible to bring together a number of arbitration proceedings without the prior written consent of all parties involved in arbitration or in the proceedings in question.

### **13.5 Arbitration Procedure**

Any arbitration shall be conducted according to the Swiss Rules of International Arbitration sponsored by the Swiss Chambers of Commerce. If the user is a natural person and uses the Service for personal or domestic use, or where the amount in dispute is less than or equal to CHF 75,000.00, regardless of whether or not the user is a natural person or the use made of the services, the Supplementary Procedures for disputes relating to consumers shall also apply. For more information, visit the Website [www.swissarbitration.org](http://www.swissarbitration.org). The user agrees to start arbitration proceedings exclusively at the Lugano Chamber of Commerce which has territorial jurisdiction over the area in which the registered office of Meshpass is located. Meshpass agrees to start arbitration proceedings only in its State of residence. In case of disputes with a value equal to or less than CHF 10,000, the hearing shall take place via e-mail unless, according to the arbitrator, there is no valid reason to hold a hearing in person. The arbitrator shall grant the user the same individual damages that a court could grant. The arbitrator may issue declaratory or injunctive measures which refer exclusively to the user as an individual and intended only to the extent necessary to accommodate the user's individual claim.

### **13.6 Arbitration costs and Incentives**

If the user declines the last written settlement offer made by Meshpass before the appointment of an arbitrator ("Last written offer from Meshpass"), the user's dispute shall complete the entire process until a decision is made by the arbitrator (the so-called "award"), and should the arbitrator grant the user a higher sum than that proposed in the last written offer from Meshpass, the latter may propose three incentives to the user: (i) to pay the highest sum between the one indicated in the award and CHF 1,000; (ii) to pay double the legal costs reasonably incurred by the user, and (iii) repay any expenses (including the fees and expenses of any expert witnesses) that the user's lawyer has reasonably incurred to study, prepare and



submit the user's claim by way of arbitration. The arbitrator shall determine the amount of the fees, costs and expenses, unless the user and Meshpass reach agreement on the amount.

### **13.7 Obligation to Register Claims within Six Months in the event of Disputes**

To the extent permitted by law, any claim or dispute relating to this Contract or the Service must be filed within six months with a minor causes court (sub-clause 13.2), for arbitration (sub-clause 13.3) or with an ordinary court, where sub-clause 13.10 allows the dispute to be brought before a court rather than an arbitrator. The period of six months commences from when the complaint or dispute notification have been filed. If claims or dispute share not proposed within six months, their submission shall be definitely precluded.

### **13.9 Refusal of future arbitration changes**

The user has the right to refuse any amendments made by Meshpass to clause 13 (except for changes to the addresses) by sending Meshpass written notice by mail within 30 days of the amendment, to the address specified in sub-clause 13.1. In such a case, the latest version of clause 13 prior to the amendment rejected by the user shall be applicable.

### **13.10 Validity of the Contractual Provisions**

If the class action waiver set forth in sub-clause 13.4. is held, in whole or in part, to be illegal or unenforceable in proceedings, clause 13 shall not apply to these parts. The parts in question, however, shall be withdrawn from the dispute and decided in a court, while the remaining parts shall continue to be subject to arbitration. If any provision of clause 13 is deemed illegal or unenforceable, said provision shall be severed from the rest of clause 13, which shall otherwise remain in full force.

## **14. Contracting party, applicable law and jurisdiction for the settlement of disputes**

Without prejudice to the provisions of this clause set out below, it is hereby agreed that all matters relating to the user's access or use of the Website, including all disputes, shall be governed exclusively by the laws of the Swiss Confederation and the laws of the Canton Ticino, regardless of the principles governing the conflict of laws. The user agrees to the exclusive jurisdiction of the Canton of Ticino's (Switzerland) state and federal courts and waives any objections to such jurisdiction or location.

In the event of a dispute with Meshpass or arising out of or in connection with the use of the Website, the Parties shall try to resolve the dispute promptly and in good faith. If it is possible to resolve the dispute within a reasonable time - not more than thirty (30) days - each party may submit the claim or dispute to mediation. If the dispute cannot be resolved through mediation, the parties shall be free to pursue any right or remedy available to them under applicable law.

If any provision of these Terms of Use are held by a court or other tribunal with jurisdiction to be invalid or unenforceable, such provisions shall be eliminated or limited to the minimum extent necessary and replaced with valid provisions that best embody the intent of these Terms of Use, so that these Terms shall remain in full force. These Terms of Use constitute the entire agreement between the user and Meshpass regarding use of the Website and any other written or oral agreements or understandings previously existing between the user and Meshpass are considered outdated and cancelled.

14.1 If the user is resident in Switzerland, the contracting company shall be Meshpass SA at the Swiss headquarters registered in the commercial register of the Canton of Ticino. The interpretation of this Contract, claims concerning breaches and any other claims (including consumer protection, unfair competition and tort) shall be governed exclusively by the laws of the State in which Meshpass is located, regardless of the principles governing the conflict of laws. The user and Meshpass irrevocably consent to the exclusive jurisdiction of the national or federal courts of the Canton of Ticino, Switzerland, for all disputes arising out of or relating to this Contract, the Service or the software.

14.2 If the user is resident in Europe, the contracting company shall be Meshpass SA at the Swiss headquarters registered in the commercial register of the Canton of Ticino. This agreement shall be

construed exclusively in accordance with the laws of Switzerland, which shall apply to complaints relating to breaches of contract, regardless of the principles governing the conflict of laws. All other claims, including those arising from the violation of laws for the protection of consumers, governing unfair competition or in the event of torts, shall be subject solely to the laws in force in Switzerland. The user and Meshpass agree that Switzerland shall be the only country whose courts have jurisdiction over disputes arising out of or related to this Contract.

## **15. Copyright and trademarks**

Notification regarding alleged copyright infringement shall be sent to Meshpass.

Meshpass and/or its suppliers are copyright protected in regard to all the content of the Service. All rights are reserved. Meshpass owns the title, copyright and other intellectual property rights in relation to the services and content. The names of companies and products may be trademarks of their respective owners. The names of companies, organisations, products, domains, people and places, as well as e-mail addresses, logos and events used in examples, are transparent. There are no, and nor should they be implied, links to Meshpass account holders, organisations, products, domain names, email addresses, logos, people, places, or events. Any rights not expressly granted herein are reserved. Some software products used on certain servers of Meshpass websites are based in part on the work of the host software.

## **16. Related documents and language**

16.1 This Contract is also composed of the "Privacy Code", "Code of Conduct" and "Use of Cookies" contained in separate documents but which are an integral part of the same. The parties are aware that should this Contract be drafted in other languages, the version that shall prevail shall be exclusively the one in Italian.

16.2 The registered office of Meshpass SA is in Switzerland, Corso Elvezia 13, IDI N.CHE-318.333.508.

Meshpass Sa