

General Terms and Conditions – IPROD

1. Scope

These general terms and conditions (the “Conditions”) apply to all points in 1.1
Definitions:

1.1. Definitions

- 1.1.1. the sale and use of the iProd Tablet (hereinafter also referred to as the “iProd Tablet” or the “Product”), which enables access to the services and functionalities (collectively, the “iProd Services” or individually, an “iProd Service”), as described on the website www.iprod.it and developed or otherwise managed by Iprod S.r.l. (“IPROD” or the “Company”);
- 1.1.2. the sale and use of the iProd Kiosk (hereinafter also referred to as the “iProd Kiosk” or the “Product”), which enables access to the services and functionalities (collectively, the “iProd Services” or individually, an “iProd Service”), as described on the website www.iprod.it and developed or otherwise managed by Iprod S.r.l. (“IPROD” or the “Company”);
- 1.1.3. the sale and use of the cloud software (the “iProd Cloud Software”), which enables access to the iProd Services, as described on the website www.iprod.it and developed or otherwise managed by IPROD, via the iProd Tablet, iProd Kiosk and through direct online access (including iProd Cloud FREE, paid versions, or iProd Mobile APP, iProdSync), or through any additional methods that may subsequently be made available by IPROD.
- 1.1.4. All iProd Software sold by iProd as a part or totally of its platform named generally as iProd or iProd Software

1.2. Acceptance

The Purchaser/User, acting in a professional capacity, accepts these Conditions by one of the following means:

- 1.2.1. completing the acceptance procedure on app.iprod.it, which requires clicking the relevant virtual buttons (point & click), one relating to the conclusion of the relevant contracts and two relating to the written approval of these Conditions and the clauses referred to in Article 1342, paragraph 2, of the Italian Civil Code, thereby creating the account required to access the iProd Services (the “iProd User Account”) for iProd Cloud FREE and for paid versions;
- 1.2.2. sending a signed purchase order to IPROD (or to an authorised reseller) in original form, together with these Conditions duly signed for acceptance, after scanning, by email (a

“Purchase Order”) to sales@iprod.it;

- 1.2.3. completing the purchase procedure for the iProd APP Mobile version via the designated online stores, for installation on the Purchaser’s mobile devices.
- 1.2.4. The Purchaser/User must carefully review these Conditions before completing the procedures for creating an iProd User Account.
- 1.2.5. By placing a Purchase Order or creating an iProd User Account, the Purchaser/User unconditionally accepts and undertakes to comply with these Conditions in its dealings with IPROD. The Purchaser/User also acknowledges that IPROD shall not be bound by any other terms unless expressly set out in these Conditions or in a written offer from IPROD.
- 1.2.6. IPROD expressly rejects any general terms and conditions of the Purchaser/User.
- 1.2.7. The Purchaser/User must download, read, and retain a copy of these Conditions for future reference. They are available on the website www.iprod.it and must be reviewed before creating an iProd User Account in any version (iProd Cloud FREE, paid versions of iProd Cloud, or iProd APP).

2. The iProd Tablet

2.1. Composition of the Product

The Product consists of the following components:

- the Industry 4.0 industrial tablet (the “IoT Tablet”);
- the Alleantia interconnection software application (www.alleantia.com) installed on the iProd Tablet (the “Alleantia Software”), licensed to IPROD;
- the local software application developed by IPROD for the machine operator interface (the “iProd Software”);
- the cloud-based software application developed by IPROD for the management interface and production organisation (the “iProd Cloud Software”);
- the Knowledge Base, provided either within the product package or available for download from the restricted section of the website kb.iprod.it.

2.2. Installation Requirements

One IoT Tablet must be installed for each machine tool or production line (hereinafter, individually a “Machine” and collectively the “Machines”) that the Purchaser/User intends to monitor. The IoT Tablet may either be mounted directly on the Machine or positioned in close proximity to the production line.

2.2.1. The IoT Tablet is powered by a Power over Ethernet (PoE) device connected to the Purchaser's electrical supply and is connected to the Machine's controller (CNC/PLC) by one of the following methods:

- directly via LAN cable;
- via the company's network switch, provided by the Purchaser; or
- via a WiFi or 4G (or higher) network, also provided by the Purchaser, as further specified in the Knowledge Base.

2.2.2. Internet Connectivity

The IoT Tablet must be connected to the internet using the Purchaser/User's network infrastructure. A wired connection is strongly recommended. Alternatively, a WiFi connection may be used, in which case the Purchaser/User is advised to implement a firewall appropriately configured for secure data traffic management. Connection may also be established via a 4G or higher mobile network, provided by and under the sole responsibility of the Purchaser/User.

3. The iProd Kiosk

3.1. Composition of the Product

The Product consists of the following components:

- the Industry 4.0 industrial Kiosk (the "IoT Kiosk");
- the Alleantia interconnection software application (www.alleantia.com) installed on the iProd Tablet (the "Alleantia Software"), licensed to IPROD;
- the local software application developed by IPROD and the user interface (the "iProd Software");
- the cloud-based software application developed by IPROD for the management interface and back end management (the "iProd Cloud Software");
- the Knowledge Base, provided either within the product package or available for download from the restricted section of the website kb.iprod.it

3.2. Internet Connectivity

The IoT Kiosk must be connected to the internet using the Purchaser/User's network infrastructure. A wired connection is strongly recommended. Alternatively, a WiFi connection may be used, in which case the Purchaser/User is advised to implement a firewall appropriately configured for secure data traffic management. Connection may also be established via a 4G or higher mobile network, provided by and under the sole responsibility of the Purchaser/User.

4. The iProd Services

4.1. Services via the iProd Software, iProd Cloud, iProd Tablet and iProd Kiosk

Through the iProd Software, iProd Tablet and iProd Kiosk, the following services are available to the User, subject to any additions, modifications, or removals that IPROD may implement and publish on www.iprod.it:

- Plug & Play interface with the Machine;
- Recording and reporting of work progress phases;
- Monitoring of production progress;
- Printing of identification tags;
- Automatic storage and transfer of part programs/recipes to and from the Machine;
- Display of Machine telemetry data;
- Machine alarm notifications;
- Performance indicators by phase.
- Marketplace and sales management

4.2. Services via the iProd Cloud Software, iProd Tablet, iProd mobile App, iProd Kiosk, iProdSync

Through the iProd Cloud Software, iProd Tablet and iProd Kiosk, the following functionalities are available to the User, subject to any additions, modifications, or removals that IPROD may implement and publish on www.iprod.it:

- Customer database;
- Product database;
- Notice board;
- Processing phases database;
- Job management;
- Work order management;
- Monitoring of production progress;
- Machine alarm notifications;
- Remote diagnostics (telemetry data visualisation);
- Unified archive of documents, notes, information, and part programs per processing phase;

- Performance indicators by phase, machine, and production department;
- Common ERP Documents like Request for Quote, Quote, Purchase Order, Sales Order, Shipping, Goods Receipt, Account Receivable, Invoice
- API integration;
- Reporting.

4.3. Additional Paid or Third-Party Services

Through the iProd Cloud Software, iProd Tablet, iProd Mobile App and iProd Kiosk, further services may be made available to the User, some subject to additional payment and/or provided by third parties (“Third Parties”). Such services may include, but are not limited to, the following:

- Staff shift planning;
- Advanced production reporting;
- ERP integration;
- Advanced conditional maintenance;
- Predictive maintenance;
- Artificial intelligence-based platforms
- Augmented Reality/Virtual Reality (AR/VR) support for operations;
- Energy monitoring;
- Contextual marketplace;
- Quality and predictive maintenance with AiProd.

4.4. Services via iProd Cloud FREE

Through the iProd Cloud Software in iProd Cloud FREE version, the following services are available to the User, with manual data entry, subject to any additions, modifications, or removals that IPROD may implement and publish on www.iprod.it:

- Customer database;
- Product database;
- Notice board;
- Processing phases database;
- Management of Sales Orders;
- Work order management;
- Monitoring of production progress;
- Unified archive of documents, notes, information, and part programs per processing phase;

- Performance indicators by phase, machine, and production department;
- Reporting.

4.5. Services via Paid iProd Cloud

Through the iProd Cloud Software in paid version, the following services are available to the User, with manual data entry, subject to any additions, modifications, or removals that IPROD may implement and publish on www.iprod.it:

- Customer database;
- Product database;
- Notice board;
- Processing phases database;
- Management of Sales Orders;
- Work order management;
- Monitoring of production progress;
- Unified archive of documents, notes, information, and part programs per processing phase;
- Performance indicators by phase, machine, and production department;
- API usage;
- Common ERP Documents like Request for Quote, Quote, Purchase Order, Sales Order, Shipping, Goods Receipt, Account Receivable, Invoice
- Reporting.

4.6. Services via iProd APP

Through the iProd Cloud Software in iProd APP version, the following services are available to the User, with manual data entry, subject to any additions, modifications, or removals that IPROD may implement and publish on www.iprod.it:

- Monitoring of production progress;
- Unified archive of documents, notes, and information;
- Performance indicators by phase and machine;
- Reporting.

4.7. Modifications to Services

The Purchaser/User acknowledges and agrees that the iProd Services may be modified, integrated (including with Third-Party services, applications, and software), expanded, or reduced by IPROD, as specified and published from time to time on www.iprod.it.

5. Content and Data

5.1. Content Storage

The iProd Cloud Software enables the use of iProd Services and allows the Purchaser/User to upload and store content, either through manual data entry or otherwise. Such content may include, without limitation, part programs, technical drawings, photographs, written comments, voice notes, job records, and similar materials (collectively, the “Content”). The Content is stored on a cloud platform made available to the Purchaser/User by IPROD through third-party providers (the “Cloud Platform”).

5.2. Use of Data

The Purchaser/User acknowledges and expressly agrees that, in order to deliver the functionalities of the iProd Services, the system necessarily processes:

- operational data from the Machines connected to the iProd Tablet, and/or
- operational data processed by iProd Kiosk
- operational data processed by iProd mobile App on any devices where is installed
- operational data processed by iProd Sync on any devices where is installed
- data manually entered by the Purchaser/User when using the iProd Cloud Services (in FREE or paid versions, or via the iProd APP) (collectively, the “Data”).

Such Data may be analysed through the IoT Tablet, iProd Kiosk, the iProd Cloud Software, and, where applicable, third-party software. The Purchaser/User hereby authorises such processing, it being understood that without it, many of the iProd Services could not be provided.

5.3. Sharing of Content

The Purchaser/User may share Content with third parties, including sub-users generated by the Purchaser/User (the “Authorised Sub-Users”), using the sharing functions of the iProd Tablet, iProd Kiosk or the iProd Cloud Software in any versions (FREE, paid, or APP). In such cases, the Purchaser/User expressly acknowledges and accepts that any Authorised Sub-User accessing the Content may freely use, save, record, reproduce, transmit, share, display, and communicate such Content without restriction or charge. If the Purchaser/User wishes to avoid granting such rights, they must refrain from using the sharing functions of the iProd Services.

5.4. Rights and Responsibilities of the Purchaser/User

For the duration of these Conditions and throughout the use of the iProd Tablet, iProd Mobile App, iProd Kiosk, iProd Sync and iProd Services, including iProd Cloud FREE, paid iProd Cloud plans, the Purchaser/User represents and warrants that:

- they hold all necessary rights in relation to the Content uploaded, stored, or shared through the iProd Services by themselves or by any Authorised Sub-Users; and
- the collection, use, and storage of the Content through the iProd Services will not infringe any applicable law or the rights of third parties.

IPROD strongly recommends that the Purchaser/User regularly creates backup copies of their Content, as further specified in Article 9.4. Under no circumstances shall IPROD be liable for the Content of the Purchaser/User or for any material uploaded, stored, or shared via the iProd Services.

5.5. Use of Data by IPROD

The Purchaser/User acknowledges and agrees that IPROD may examine, analyse, aggregate, and otherwise process the Data, either directly or through third parties, for the following purposes:

- to provide the iProd Services;
- to conduct independent research;
- to create its own anonymised databases of aggregated data, whether to improve existing iProd Services, to develop new services or products, or for any other lawful use.

Such anonymised data shall be freely usable by IPROD without restriction.

5.6. Ownership of Content and Data

The Content and Data stored on the Cloud Platform via the iProd Services shall remain the sole property of the Purchaser/User, who shall also bear full responsibility for such Content and Data.

5.7. Integration with Third Parties

The iProd Services also enable, or may in future enable, integration activities with third parties in the supply chain. Such integrations may include traceability services for operations and products, aimed at creating more efficient and sustainable supply chains, consistent with the conditions of use of the Machine on which the iProd Tablet and iProd Kiosk are installed or in relation to which Data has been entered via iProd Cloud FREE, paid plans, or iProd APP.

5.8. Communications with Third Parties

In such cases, the Purchaser/User may send or receive communications via the iProd Services and may interact directly with such third parties under conditions separately agreed between the Purchaser/User and the third party. To enable such use, the Purchaser/User may be presented with additional privacy notices or required to accept supplementary terms and conditions.

6. Use of iProd Services

6.1. The iProd Cloud Software in iProd FREE plan permits the designated iProd User Account to access the Services described above and enables the User to store Content on the Cloud Platform free of charge, up to **100 Work Orders (WO)** or, alternatively, **2 GB of storage** on the Cloud Platform.

6.2. Upon reaching the WO or Cloud Platform storage limits under iProd FREE mode, the User will be notified via **email, SMS, or push notification on the iProd mobile application**. The User may continue to access the iProd Services related to the

aforementioned 100 OdL or 2 GB of storage associated with the first activation of iProd FREE.

- 6.3. To continue using iProd Services for additional Work Orders or Cloud Platform storage beyond the limits set forth in iProd FREE plan, the User must upgrade to **paid iProd services**.
- 6.4. The iProd Cloud Software in **paid iProd plans** allows the designated iProd User Account to access the Services described above and enables the User/Buyer to store their Content on the Cloud Platform by purchasing **paid iProd packages or versions** from IPROD, each comprising additional blocks of WO or Cloud Platform storage ("**iProd Pro Packages**"). Such packages may be used without time limitation until fully consumed, subject to the pricing conditions prevailing at the time, which shall be published on www.iprod.it and may also be communicated via email, SMS, or push notification on the iProd mobile application.
- 6.5. The User/Buyer exhaust the WO or Cloud Platform storage included in the purchased-, they will be notified via email, SMS, or push notification on the iProd mobile application and may proceed to purchase additional paid iProd Versions.
- 6.6. The iProd Cloud Software in **iProd APP version** for mobile devices allows the designated iProd User Account to access the Services described above and enables the User/Buyer to store Content on the Cloud Platform either under **iProd FREE mode** in accordance with Sections 5 ("Content Data") or by purchasing **paid iProd plans**, each comprising additional WO blocks or Cloud Platform storage ("**paid iProd plans**"). These packages may be used without time limitation until fully consumed, subject to the prevailing pricing conditions, which shall be published on www.iprod.it and may also be communicated via email, SMS, or push notification on the iProd APP.

7. Advertising

- 7.1. The iProd Services may also enable the User/Buyer to conduct **market surveys or scouting** regarding components, spare parts, consumables (e.g., oil), and other services, with proposals tailored to the requirements of the Machinery on which the iProd Tablet is installed, or with respect to which Data has been entered using iProd Free mode, other paid iProd modes, or iProd APP.
- 7.2. In such instances, offers from independent Third Parties may be communicated to the User/Buyer via iProd Services, and the User/Buyer may interact directly with such Third Parties through the iProd Services for any purchases. The terms and conditions of such purchases shall be determined solely between the User/Buyer and the relevant Third Party.

8. Obligations and requirements

- 8.1. IPROD shall not be obliged to provide any iProd Services if the IoT Tablet or iProd Kiosk are not connected and properly operated, or if the User does not access iProd Cloud FREE, other paid iProd Cloud plans, or iProd APP through their designated iProd User Account.
- 8.2. To use the iProd Tablet, iProd Kiosk, iProd Sync and iProd Cloud Software under **iProd FREE**, other paid iProd plans, or iProd APP, a reliable **Internet connection and/or mobile data** is required, in addition to the iProd Tablet and iProd Kiosk being powered. The User/Buyer is solely responsible for ensuring the availability of all necessary connections, equipment, and/or data plans to use the iProd Tablet, iProd Kiosk and iProd Cloud Software, and for paying any associated fees charged by third-party providers. Such fees are in addition to any fees payable to IPROD for the iProd Tablet, iProd Kiosk iProd Cloud Software, or iProd Services and shall not be reimbursed by IPROD. The User/Buyer may consult their providers to verify applicable fees.
- 8.3. Where it is necessary or appropriate to provide relevant information regarding an iProd Service used by the User, IPROD reserves the right to communicate with the User regarding such iProd Services or to provide any other communications required by law. Communications may be sent via email, SMS, push notification on the iProd mobile application, or, in the case of the IoT Tablet and **iProd Kiosk through the related interface**.
- 8.4. IPROD may also use the telephone number and email address provided by the User/Buyer to verify their identity prior to registration. Standard messaging or data charges may apply to SMS communications. IPROD recommends maintaining the specified email address in active use. Should the User/Buyer decline to receive electronic communications, IPROD may suspend provision of iProd Services.

9. iProd Account

- 9.1. To use the iProd Tablet, iProd Kiosk and access the various iProd Services—including iProd FREE Software, other paid iProd options, and iProd APP—the User must possess an iProd User Account. The iProd User Account enables the User/Buyer to access iProd Services provided by IPROD as well as by IPROD's third-party partners.
- 9.2. **Creation of an iProd User Account**
The User may create an iProd User Account by registering on the iProd Tablet, iProd Kiosk and completing the required fields, or online for iProd Cloud FREE Services and other paid Services at <https://www.iprod.it>, or via the iProd mobile application for iProd APP Services. During registration, the User must also provide any information and consents required under the applicable data protection laws in force from time to time.
- 9.3. The User agrees to provide truthful, accurate, and non-misleading information when registering for the iProd User Account.

9.4. If the User creates an iProd User Account on behalf of a company or employer, the User must declare that they possess the legal authority to bind such entity to these Terms and Conditions.

9.5. The User may not transfer iProd User Account credentials to another User, legal entity, or individual. To protect the Account, the User must maintain the confidentiality of account details and passwords. The User shall be solely responsible for all activities conducted through their iProd User Account.

9.6. In the event of a transfer of ownership of the IoT Tablet and iProd Kiosk, the new User/Buyer must create a new iProd User Account.

9.7. The User/Buyer may create and delete, as needed, one or more Authorized Sub-Users, providing the information required by the iProd Tablet and iProd Kiosk interface.

9.8. Use of the iProd User Account

The User/Buyer must use their iProd User Account to maintain its active status. To remain active, the User/Buyer must log in at least once every six (6) months and create at least one Work Order during this period. Failure to create a Work Order within this timeframe shall render the iProd User Account inactive, and IPROD may close the Account pursuant to Section **10**.

9.9. If IPROD reasonably suspects that a User's iProd User Account is being used fraudulently by third parties (for example, due to a security breach), IPROD may suspend the Account until ownership is verified. Depending on the nature of the violation, IPROD reserves the right to restrict access to part or all of the User's Content.

9.10. In case of access issues, the User may contact IPROD at <https://assistenza.iprod.it>.

10. Closure of the iProd User Account

The User may request the closure of their iProd User Account and termination of iProd Services at any time for any reason by submitting a request to <https://assistenza.iprod.it>.

10.1.

Upon receipt of such a request, IPROD will suspend the Account for sixty (60) days to allow the User to reconsider. At the end of the 60-day period, the Account will be permanently closed. If the User logs in during the suspension period, the Account and all associated iProd Services will be reactivated.

10.2.

Upon closure of the iProd User Account, whether by the User's request or by IPROD, the following shall apply:

- The User's right to access iProd Services through the iProd User Account shall immediately terminate;

- IPROD shall make available the User's Content associated with the Account via a download link sent to the iProd User Account in compressed format. Upon request, aggregated data for each Work Order (e.g., project, work order, machine, item description, hours worked, OEE) shall be provided in compressed Excel format for a minimum period of thirty (30) days;
- After this period, IPROD shall permanently delete the User's Content and Data associated with the Account, providing a further five (5) days' prior notice to the User/Buyer.

10.3.

In the event that iProd Services are terminated or otherwise concluded (by the User or IPROD), the User/Buyer's right to access the Services shall cease immediately, and any license to use associated software shall be immediately revoked.

10.4.

The User shall maintain an independent backup plan for their Content and Data.

11. Support

11.1.

Support for Users/Buyers regarding the IoT Tablet, **iProd Kiosk** and iProd Services, as well as for iProd Software in paid iProd plans and iProd APP, is available at <https://assistenza.iprod.it>.

11.2.

Support is not provided for the use of iProd Software in the iProd FREE version.

11.3.

Certain iProd Services may offer additional or separate support to Users/Buyers, subject to the conditions communicated from time to time. Support may not be available for beta versions or preview features of the iProd Services.

12. Third-Party Services

12.1.

iProd Services may allow the User to access and purchase products, services, websites, links, content, materials, bots, or applications provided by third parties (entities or individuals that are not IPROD) ("Third-Party Apps and Services").

12.2.

iProd Services may enable the User to locate, request, or interact with Third-Party Apps

and Services. Such Third-Party Apps and Services may allow the User to store User Data or User Content with the publisher, provider, or operator of the Third-Party Apps and Services. The User may be presented with a privacy policy or requested to accept additional terms to install or use such Third-Party Apps or Services.

12.3.

These Terms and Conditions are not modified by any additional terms of Third-Party Apps or Services. IPROD does not grant the User any intellectual property rights as part of Third-Party Apps and Services.

12.4.

The User agrees to assume all risks and responsibilities arising from their use of such Third-Party Apps and Services.

12.5.

The User further agrees that IPROD shall not be liable to the User or to any other users for data or services provided by Third-Party Apps and Services.

13. Service Availability

13.1.

The iProd Tablet and iProd Kiosk, and all iProd Software are designed to operate in an “always connected” mode to the cloud and, under such conditions, can provide all iProd Services available from time to time.

13.2.

Only for the iProd Tablet In the event of a temporary internet connection interruption, the system is capable of continuing its operations by locally saving production plans, part programs required for assigned orders, label printing, and machine states and production records. Once the internet connection is restored, the information will automatically synchronize with the cloud for immediate access via the web management console.

13.3.

During the event of a loss of internet connection for any reason or for power interruption the iProd Kiosk, iProd Mobile App and any other iProd Software will stop to works, and is also possible that after the resume of the connection or the power the software needs reconfiguration for restart

13.4.

For iProd Cloud FREE, other paid iProd Cloud plans, and iProd APP, an internet connection is essential for their operation. In the absence of a connection, entering Data and Content or using iProd Services may not be possible.

13.5.

iProd Services, Third-Party Apps and Services, or materials and products offered through iProd Services may periodically be unavailable, may be offered only for a limited time, or may vary depending on the User's country/region, connection, or device.

13.6.

If the User changes the geographic location associated with their iProd account, they may be required to repurchase any Services previously obtained and paid for in the prior country/region to continue using iProd Services.

13.7.

IPROD undertakes to maintain the iProd Services in active and operational status. However, all online services may occasionally experience malfunctions or interruptions. In the event of a service outage, the User may temporarily be unable to access User Content. IPROD recommends that the User regularly back up their Data and User Content. Backups may be performed weekly via the button available in the Settings section of the iProd Cloud Software.

14. Changes to these terms

14.1.

IPROD reserves the right to modify these Terms, when necessary: (i) in accordance with applicable law; (ii) following a communication or order issued by a competent authority under applicable law; (iii) as a result of the evolution of the iProd Services; (iv) for technical reasons; (v) due to operational requirements; or (vi) to improve the Terms for the benefit of the User.

14.2.

IPROD will notify the User/Buyer at least thirty (30) days before any changes take effect, via the iProd Tablet and iProd Kiosk user interface, email, or another appropriate means, and will provide the User with the opportunity to opt out of the iProd Services.

14.3.

The User/Buyer must agree to the new Terms and Conditions in the manner specified from time to time.

14.4.

Continued use of the iProd Services after the effective date of the changes constitutes acceptance of the updated Terms.

15. Software and iProd Services Updates

15.1.

IPROD may, at its sole discretion, implement or refrain from implementing updates or improvements to the iProd Software and/or iProd Cloud software and make them available to the User. Updates will be carried out according to the procedures indicated on the IPROD website (www.iprod.it), without the User being entitled to any claims.

15.2.

If IPROD implements changes to the iProd Software and/or iProd Cloud software, the User may, where applicable, download these updates or configuration changes at no cost, unless otherwise stated.

15.3.

The User may be required to update the iProd Software and/or iProd Cloud software to continue using the iProd Services.

15.4.

Any updates are subject to these Terms and Conditions unless accompanied by additional or alternative terms and conditions, in which case the latter shall apply.

15.5.

IPROD is committed to continuously improving the iProd Services and reserves the right, at any time, to modify the iProd Services, remove certain Services or features, or suspend access to Third-Party Apps and Services. This may include cases where, under agreements with third parties, IPROD is no longer authorised to provide third-party materials or where the provision of such materials, including associated technological features or updates, is no longer feasible

15.6.

IPROD will provide advance notice to the User if a change to the iProd Services prevents access to User Content associated with that Service.

15.7.

For paid iProd Services, IPROD will notify the User in advance of any substantial changes. Except as required by applicable law, IPROD is not obliged to provide a new download or replacement of previously purchased materials, software, or iProd Services.

15.8.

If IPROD discontinues a paid iProd Service, it will reimburse the User on a pro-rata basis for the remaining portion of the Service to which the User would have been entitled at

the time of termination.

15.9.

Users are responsible for backing up their data during updates, as specified in Article 5

15.10.

The User acknowledges that updates may alter the features and functionality of certain parts of the iProd Services.

16. Software License

16.1.

Unless accompanied by a specific license agreement, any software provided by IPROD as part of the iProd Services is subject to these Terms.

16.2.

IPROD grants the User a non-exclusive, temporary, non-transferable right to use the iProd Tablet and iProd Kiosk software, Alleantia software, and software for iProd Services (in iProd Free, paid plans, and iProd APP), according to the Knowledge Base, for use by one User at a time, provided that these Terms are respected.

16.3.

The software is licensed, not sold. The license is non-exclusive and may not be transferred to any third party, for payment or free of charge.

16.4.

Software and/or websites used in the iProd Services may include third-party code. Such third-party code or scripts are licensed to the User by their respective owners, not by IPROD. Any communications regarding third-party code are provided for informational purposes only.

16.5.

IPROD reserves all rights to the software not expressly granted under these Terms and Conditions

16.6.

The User is prohibited from, and may not without authorization:

- Circumvent or bypass any technological protection measures in the software or iProd Services;
- Disassemble, decompile, decrypt, modify, emulate, or exploit any software or iProd Services except as expressly permitted by applicable copyright law;

- Separate software components to use on different devices;
- Publish, duplicate, rent, lend, lease, sell, export, import, or distribute the software or iProd Services, unless expressly authorized by IPROD;
- Transfer software, licenses, or access rights to iProd Services;
- Use iProd Services in any unauthorized way that interferes with others' use or access to services, data, accounts, or networks;
- Grant access to iProd Services or modify an IPROD-authorized device via unauthorized third-party applications.

16.7.

The License does not include access to source code or project documentation.

16.8.

All techniques, algorithms, and procedures in the software and related documentation are copyrighted and owned by IPROD or third parties and may not be used by the User except as specified in these Terms and Conditions.

16.9.

The User is expressly prohibited from distributing, sublicensing, renting, leasing, or otherwise allowing third-party use, in whole or in part, of the software or platform, whether for payment or free of charge.

16.10.

Copying the software, in whole or in part, is strictly prohibited.

16.11.

Pursuant to Art. 64-ter, paragraph 2, of Law 633/41 of Italian Civil Code, making backup copies of the software is not permitted, as such copies are unnecessary for software use.

16.12.

The User is expressly prohibited from performing actions described in Art. 64-bis, Law 633/41 of Italian Civil Code, without prior written authorization from IPROD.

16.13.

IPROD will provide, upon request, the necessary information to achieve interoperability with other programs independently created by the User. Any form of reverse engineering, pursuant to Art. 64-quater, Law 633/41 of Italian Civil Code, is prohibited.

17. Warranty for the IoT Tablet and iProd Kiosk

17.1.

IPROD is responsible for any material defects of the IoT Tablet and iProd Kiosk that occur within twelve (12) months from the date of delivery, provided that such defects are notified within seven (7) days of their discovery, with a detailed indication of the defect identified.

17.2.

Failure to report defects within this timeframe will result in the User forfeiting any rights or claims under this warranty for any defect or malfunction of the IoT Tablet and iProd Kiosk.

17.3.

The warranty is limited to the repair of the defective IoT Tablet and iProd Kiosk at IPROD's laboratories or those of a third party designated by IPROD, at IPROD's discretion, or to the replacement of the device.

17.4.

Return of the IoT Tablet and iProd Kiosk for warranty repair must be arranged with IPROD by contacting <https://assistenza.iprod.it>.

17.5.

The warranty is conditional on the proper use, handling, and maintenance of the IoT Tablet and iProd Kiosk in accordance with the instructions provided in the Knowledge Base.

17.6.

The User agrees to use only IPROD's technical services for any repairs, by contacting IPROD through the support service indicated at <https://assistenza.iprod.it>.

17.7.

The User is expressly prohibited from modifying, repairing, or having third parties modify or repair the IoT Tablet and iProd Kiosk. Violation of this provision voids the warranty.

17.8.

Even in the case of warranty repair or replacement, IPROD is not liable for any claims or damages, including loss of profit or damages to persons or property, arising from the use, whether correct or incorrect, of the Product.

17.9.

The warranty provided under this Article is the sole and exclusive warranty offered by IPROD regarding the Product and replaces and excludes all other warranties, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, except where such provisions cannot be legally excluded.

18. Software Warranty

18.1.

IPROD warrants the User against any third-party claims alleging copyright infringement in relation to the iProd Software and the iProd Cloud Software.

18.2.

Except as provided in Article 17, IPROD warrants only that the iProd Software and the iProd Cloud Software conform to the technical and functional specifications described in the Knowledge Base available at www.iprod.it.

18.3.

The User is solely responsible for verifying the compatibility of its hardware and software with the iProd Cloud Software and for adapting, at its own cost, risk, and responsibility, its hardware and software to ensure such compatibility. The User must also provide an adequate internet connection and power supply.

18.4.

The User/Buyer shall be personally and directly liable for any violations of these Terms and/or the Knowledge Base committed by the User, any Authorized Sub-Users, or its employees and/or agents, regardless of capacity.

18.5.

The User/Buyer acknowledges that the IoT Tablet and the iProd Cloud Software operate on cloud services managed by third parties. Accordingly, IPROD shall not be liable for any non-performance, service interruptions, or malfunctions of the iProd Cloud Software resulting from such third-party services or from telecommunications or internet providers.

18.6.

For twelve (12) months from the delivery of the IoT Tablet, iProd Kiosk, or twelve (12) months from the activation of the iProd Account, whichever occurs first, IPROD shall remedy any operational defects in the iProd Cloud Software or the iProd Software,

provided that such defects are notified within seven (7) days of their discovery and documented in detail in writing by the User.

18.7.

This warranty applies solely to inherent operational defects in the iProd Cloud Software and the iProd Software. It does not cover malfunctions resulting from the User's failure to comply with the operational rules set out in the Knowledge Base, or from improper, incorrect, or atypical use of the iProd Cloud Software, the iProd Software, or the IoT Tablet.

18.8.

IPROD shall not be liable for any direct or indirect damages suffered by the User or third parties arising from the use or inability to use the IoT Tablet, the iProd Cloud Software, or the iProd Software, except where liability cannot be excluded under mandatory law.

18.9.

IPROD shall not, in any case, be liable for damages caused by force majeure or unforeseeable events.

18.10.

IPROD shall not be liable for any disruptions or damages resulting from the use of the iProd Cloud Software, the iProd Software, the IoT Tablet, or iProd Kiosk in the following circumstances:

- a) tampering with, or interventions compromising, the proper functioning of the IoT Tablet, iProd Kiosk, iProd Cloud Software, or the iProd Software by the User's personnel or by unauthorized third parties;
- b) improper use of the IoT Tablet, iProd Kiosk, the iProd Cloud Software, or the iProd Software by the User, its operators, or other authorized third-party users;
- c) malfunction of the User's hardware or software;
- d) use of hardware or software incompatible with the IoT Tablet, iProd Kiosk, the iProd Cloud Software, or the iProd Software;
- e) total or partial interruption of local access services or call termination services provided by telecommunications operators and/or the internet;
- f) breaches, defaults, or violations of law attributable to the User, including but not limited to violations of Legislative Decree 81/08, the GDPR, or Legislative Decree 231/01.

18.11.

Any modifications, or attempted modifications, made directly by the User to the IoT Tablet, iProd Kiosk, the iProd Cloud Software, or the iProd Software shall immediately void all warranties and result in the immediate termination of the License.

19. Warranty on iProd Services

19.1.

Except where IPROD has fraudulently concealed defects or where the iProd Services cannot be used due to defects, IPROD provides the Services “as is,” “with all faults,” and “as available.”

19.2.

IPROD does not warrant the accuracy or timeliness of the iProd Services. The User acknowledges and accepts that IT and telecommunications systems are not error-free and that downtime may occur. IPROD does not guarantee that the Services will be uninterrupted, timely, secure, or error-free.

19.3.

IPROD, its affiliates, resellers, distributors, and suppliers make no warranties or contractual conditions other than those expressly set forth in these Terms.

19.4.

IPROD disclaims all implied statutory or mandatory warranties to the fullest extent permitted by applicable law, including but not limited to warranties of merchantability (average quality), fitness for a particular purpose, professional diligence, and non-infringement of third-party rights.

20. Limitation of Liability

20.1.

IPROD shall not be liable for User Content or Data, third-party materials (including links to third-party websites), or activities carried out by Users. Such content and activities are not attributable to IPROD.

20.2.

IPROD, its authorized representatives, and/or its legal agents shall not be liable for direct or indirect damages, including financial losses such as loss of profit, except in cases of gross negligence or wilful misconduct by IPROD, its authorised representatives, or its legal agents.

20.3.

In any case, IPROD’s liability shall not exceed the amount paid by the User.

21. Payment Terms

21.1. All prices are exclusive of applicable taxes unless otherwise specified.

21.2. IoT Tablet

21.2.1. The price of the iProd Tablet is specified on www.iprod.it or in the relevant offer/Purchase Order.

21.2.2. Payment must be made according to the methods indicated in the offer/Purchase Order.

21.2.3. If IPROD notifies the User/Buyer of non-payment by the agreed deadlines, IPROD may suspend or cancel the iProd Services if payment is not made within ten (10) days. In such cases, the User/Buyer will lose access to the iProd User Account, including related Content and Data.

21.3. IoT Kiosk

21.3.1. The price of the iProd Kiosk is specified in the relevant offer/Purchase Order.

21.3.2. Payment must be made according to the methods indicated in the offer/Purchase Order.

21.3.3. If IPROD notifies the User/Buyer of non-payment by the agreed deadlines, IPROD may suspend or cancel the iProd Services if payment is not made within ten (10) days. In such cases, the User/Buyer will lose access to the iProd User Account, including related Content and Data.

21.4. Paid iProd Plans

21.4.1. The price of paid iProd Plans is specified on www.iprod.it. Unless otherwise stated, payment is due upon purchase, by bank transfer to the indicated account or by another payment method as made available.

21.4.2. Paid iProd Packages become available to the User only after IPROD has received payment.

21.5. iProd APP for Mobile Devices

21.5.1. The price of the iProd APP is specified on www.iprod.it. Unless otherwise indicated, payment is due upon online purchase through the relevant app store.

21.5.2. The iProd APP is available to the User for the individual mobile device once the online purchase is completed and subject to acceptance of these Terms.

21.6. iProd Sync and any other iProd Services or Software

21.6.1. Where a fee is associated with an iProd Service, the User agrees to pay it.

21.6.2. If IPROD notifies the User of non-payment, it may suspend or cancel paid iProd Services if the User fails to pay within thirty (30) days. In such cases, the User will lose access to the paid iProd User Account, including related Content and Data.

21.7. Internet connections through corporate or private networks that mask the User's location may result in pricing differences compared to the User's actual location. Depending on the User's location, certain transactions may require currency conversion or processing in another country. When paying by debit or with credit card, the issuing bank may charge additional fees. The User should consult its bank for details.

22. User Billing Account

22.1.

When creating an iProd User Account, the User must provide billing details (for IoT Tablet use, iProd Kiosk use, paid iProd services, or iProd APP use) and, where applicable, a payment method.

22.2.

The User may update billing details and payment methods via the iProd Cloud online interface.

22.3.

The User authorizes IPROD to use updated payment information provided by the issuing bank or payment network.

22.4.

The User must promptly update billing and account details, including email and payment method information, to enable IPROD to process transactions and contact the User as necessary.

22.5.

If the User discontinues a payment method and fails to provide an alternative after due notice, IPROD may suspend or cancel paid iProd Services for cause. Changes to billing details do not affect charges already incurred before IPROD can reasonably process the update.

23. Billing

23.1.

By providing a payment method, the User (i) represents that they are authorized to use it and that all information provided is true and accurate, (ii) authorizes IPROD to charge for iProd Services or content using that method, and (iii) authorizes recurring charges for any paid iProd Services to which they subscribe, for as long as these Terms remain in effect. IPROD may issue invoices at purchase or on a recurring basis, depending on the Service type.

23.2.

IPROD may also charge the amount approved by the User and will provide prior notice of any changes in recurring subscription charges, offering the User the option to terminate before such changes take effect. IPROD may issue consolidated invoices for unprocessed billing periods.

24. Recurring Payments

24.1.

Where recurring payments apply, the User authorizes IPROD to process such payments at the agreed intervals until the User or IPROD terminates the subscription.

24.2.

By authorizing recurring payments, the User consents to IPROD storing the payment method and processing transactions as electronic fund transfers, electronic debits, or credit/debit card charges (“Electronic Payments”). Subscription fees are generally charged prior to the applicable subscription period. If payment fails, IPROD or its providers may collect related fees and reattempt collection as an Electronic Payment.

25. Automatic Renewal

25.1.

Where automatic renewal applies, IPROD will notify the User in advance, by email or other suitable means, of the upcoming renewal and any price changes. Unless the User terminates before renewal, IPROD may automatically renew the subscription and charge the applicable fee using the User’s chosen payment method.

25.2.

IPROD will provide instructions on how to cancel. To avoid renewal charges, the User must cancel before the renewal date.

26. Online Statements and Errors

- IPROD may provide account statements by email. This is the only statement IPROD provides, although VAT invoices may be issued where required. If an error is identified, IPROD will promptly correct it once confirmed. Users are encouraged to notify IPROD of obvious errors within ten (10) days of appearance for quicker resolution. Requests should be addressed to customer support at <https://assistenza.iprod.it>.

27. Trial Offers

Users participating in trial offers must cancel before the end of the trial period to avoid charges, unless otherwise communicated. If not canceled, IPROD will charge the applicable fees as communicated prior to the end of the trial.

28. Promotional Offers

28.1.

IPROD may provide promotional offers for a specified period at prices indicated in the relevant offer.

28.2.

If the promotional offer includes a multi-year license, the purchaser agrees that if the license is already active, an early termination request will result in a penalty equal to the amount of the remaining portion of the contract.

29. Prices Changes

29.1.

Where fixed prices apply, they remain valid for the specified period. Continued use of paid Services requires acceptance of new offers at the updated price. For ongoing (e.g., monthly) Services without fixed duration, IPROD may adjust prices to reflect new or enhanced features, increased delivery costs, or market changes (including labour, currency fluctuations, tax/regulatory changes, inflation, licensing fees, infrastructure, or management costs).

29.2.

IPROD will notify the User at least thirty (30) days in advance of any price change. The User may terminate before the change takes effect. Unless terminated, the new price will apply.

30. Late Payments

30.1.

In case of late payment, statutory interest under Legislative Decree 231/02 and

collection costs (including legal fees) shall be borne by the User, to the extent permitted by law.

30.2.

IProd may suspend or terminate paid Services if the User fails to pay after a reminder with at least thirty (30) days' notice.

30.3.

Suspension or termination for non-payment may result in loss of access to the paid iProd User Account.

31. Governing Law and Jurisdiction

31.1.

The User/Buyer and IProd agree that the competent court shall be the Court of Pisa, Italy, and that Italian law shall govern all disputes arising out of or in connection with these Terms.

User / Buyer

Acknowledgment of Specific Clauses

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the undersigned specifically approves the following provisions of these General Terms and Conditions: Articles 5 (Content and Data); 6 (Use of iProd Services); 7 (Advertising); 8 (Obligations and requirements); 9 (iProd Account); 9 (Availability of Services); 10 (Closure of iProd User Account); 11 (Support); 12 (Third-Party Services); 13 (Service Availability); 14 (Changes to these terms); 15 (Software and iProd Services Updates); 16 (Software License); 17 (IoT Tablet and Kiosk Warranty); 18 (Software Warranty); 19 (Warranty on iProd Services); 20 (Limitation of Liability); 21 (Payment Terms); 22 (User Billing Account); 23 (Billing) ; 24 (Recurring Payments) ; 25 (Automatic Renewal); 26 (Online Statements and Errors); 27 (Trial Offers); 28 (Promotional Offers); 29 (Prices changes); 30 (Late Payments) and 31 (Governing Law and Jurisdiction).

User/Buyer
