

GENERAL CONTRACT CONDITIONS

1. THE APP MY TRAVEL CARE

- 1.1 Evocare s.r.l., Taxpayer ID and registration number in the Milan Business Register 09638290966 REA register no. 2103522, with registered office in Corso Magenta 56, Milan ("**Evocare**") is an innovative company operating in the design and software development that thanks to the meeting of people with consolidated skills in health, management and technology, has developed a service that facilitates interacting with and contacting health facilities (hospitals, industries, etc.) from anywhere the service user may be located.
- 1.2 To this end, Evocare has created a smartphone app called My Travel Care ("**MyTravelCare App**" or "**App**") which by means of the creation of a profile of the interested party ("**User**"), facilitates communication and understanding by converting information in the language of the Foreign Country in which the user is.
- 1.3 These General Contract Conditions (the "**GCC**") describe the methods of access and use of the **MyTravelCare App** which are regarded as fully accepted upon the User's subscription to or use of the service.
- 1.4 Acceptance of the Terms and Conditions does not bring into effect any relationship between the User and Evocare other than the relationship related to the described use of the **MyTravelCare App**.
- 1.5 Access to and/or use of the **MyTravelCare App** are subject to the acceptance of the GCC by the User.
- 1.6 **Evocare** reserves the right to intervene on the **MyTravelCare App** making the changes deemed necessary and/or appropriate, as well as for maintenance purposes. When these amendments and works are carried out, access to and use of the **App** may be temporarily suspended, without the need for Evocare to give any notice.
- 1.7 **Evocare** declines all responsibility for any use that the User may make of the **MyTravelCare App**, considering the fact that all data provided by the App is handled exclusively by the User.
- 1.8 The **MyTravelCare App** upon receiving the data provided by the User, generates a brief summary sheet, in the language of the place the User is, which the User may then report to a physician, a pharmacist and/or a health care provider.
- 1.9 The **MyTravelCare App** assists the User by comparing the active principle(s) of the drugs equivalent to the ones indicated by the App and used in the place the User is located.
- 1.10 **MyTravelCare App** also provides useful information on the health system of the visited country, emergency numbers, type of facilities and methods of access, information about endemics and advice/requests on vaccinations.
- 1.11 The **MyTravelCare App** allows the User to identify health facilities, their areas of specialization and activities as well as pharmacies and emergency services near the User's location through geo-location.

2. THE MY TRAVEL CARE APP DOES NOT PROVIDE MEDICAL ADVICE

- 2.1 The App only translates the data provided by the User, generating a summary sheet that the User may submit to local health facilities.
- 2.2 All the contents of the App, including the text, the graphics, the images ("**Contents**") are for information purposes only and cannot in any way replace visits and/or treatment of qualified operators (medical and/or pharmaceutical professionals).
- 2.3 The use by the User of any information processed via the **MyTravelCare App** remains under the sole responsibility and risk of the User.

3. LIMITATION OF LIABILITY IN FAVOUR OF EVOCARE

- 3.1 The **MyTravelCare App** is provided by the User at his own risk and his complete and exclusive responsibility also for what concerns the information provided by the User on the **MyTravelCare App** for profiling his own summary sheet.

- 3.2 Evocare takes no responsibility for what concerns the delay and/or interruption of any service, data or any information transmitted and/or acquired via the **MyTravelCare App**.
- 3.3 Evocare takes no responsibility on the accuracy of the information provided to the User on the location of health facilities, pharmacies and emergency services that could have moved elsewhere or gone out of business in the time between two updates of the same data nor on the actual availability of a medical specialty in a given hospital or health institution.
- 3.4 Evocare shall in no case be liable for any damages (including but not limited to accidental damage, injury/death, etc.) caused from the use, improper use or inability to access the **MyTravelCare App** or from information acquired by the User through the use of **MyTravelCare App**.
- 3.5 Evocare in particular cannot be held responsible for the truthfulness and accuracy of the information provided by the user as well as the truthfulness and accuracy of the data uploaded by the User on the **MyTravelCare App**, as Evocare does not assume any obligation to verify accuracy, completeness and congruity of said information.
- 3.6 Evocare does not guarantee anything nor it has any obligation related to the availability of **MyTravelCare App** both from the IT and operating points of view, nor does it guarantee that the App is always available, reliable and/or safe and/or virus free.
- 3.7 Evocare cannot be held responsible for damages deriving from any interference, malfunction, delay and/or damage that is related to the device used and/or deriving from access, installation, updating and/or use of **MyTravelCare App**.
- 3.8 Evocare takes no responsibility for what concerns the evaluation of the dosage and/or composition of a given drug or the combination of several drugs, as it only provides the User with an indication (in the language of the place where the User is located) of the equivalent drugs identified basing on the active principle indicated by the User.
- 3.9 Evocare provides no guarantee nor does it take any responsibility for what concerns the safety, effectiveness or appropriateness of the combination of one or more drugs as it only converts data provided by the User in another language and gives no medical, pharmacological and diagnostic assessment.
- 3.10 Evocare takes no responsibility for the use or non-use of the summary by the User who remains exclusively responsible for the information provided and for the subsequent initiatives taken for the care of his own person.
- 3.11 Evocare assumes no responsibility, neither direct nor indirect, and this also applies to its suppliers, for what concerns the information and/or data provided by the User through the **MyTravelCare App** especially for what concerns the summary sheet of each User and all the possible uses, precautions, interactions with other drugs or contraindication and/or unwanted effects that may be associated to any medical or pharmaceutical product indicated by the User and converted in the language of the country the User is in.
- 3.12 Evocare takes no responsibility for damage and/or injury (including death) to the User arising from the improper use of any information contained in the **MyTravelCare App**.
- 3.13 Evocare takes no responsibility on the congruity, coherence and consistency of the expressions/chemical components/commercial pharmacological compositions, with respect to the original versions.
- 3.14 The **MyTravelCare App** may contain *links* to other sites not managed by Evocare ("**Linked Sites**"). Evocare takes to responsibility for the content of the Linked Sites, their quality and the nature of the products or services offered, used or advertised by them. Evocare takes no responsibility regarding the possible collection and/or use of data and/or information possibly performed from the Linked Sites.
- 3.15 The information provided by the **MyTravelCare App** is merely of diagnostic nature and does not in any way replace any professional consultancy, including medical and/or pharmacological ones and does not replace in any way direct consultation of qualified healthcare professionals.

- 3.16 The summary sheet generated by **MyTravelCare App** basing on the information provided by the User does not imply any examination, evaluation or any processing of the data provided and does not replace in any way the evaluation of physicians, pharmacists, nurses or other qualified operators.
- 3.17 The User takes full responsibility for the use of **MyTravelCare App**, including compliance with all laws and regulations provided.

4. PROVISIONS ON RELATIONSHIP BETWEEN EVOCARE AND THE USER

- 4.1 The User undertakes to i) do not decompile, ii) do not tamper with, disable or circumvent any security features of the **MyTravelCare App** in any way; iii) to explicitly authorize and guarantee access by **MyTravelCare App** to information related to location and geolocation.
- 4.2 No extra cost will be charged to the User for the *download*, registration, access and use of the **MyTravelCare App**.
- 4.3 The User must verify and ensure that the devices used are compatible with the **MyTravelCare App** and that they comply with all the technical specifications necessary for access and use of the app. Evocare takes no responsibility with regard to accessibility of the **MyTravelCare App** for what concerns the connection service chosen by the user and/or the devices used by them.

5. REGISTRATION OF THE ACCOUNT AND DOWNLOAD OF THE MyTravelCare APP

- 5.1 To use the **MyTravelCare App**, the User must download the **MyTravelCare App** on the selected and enabled device.
- 5.2 After sending the **MyTravelCare App** on the enabled device, the User can create their own profile which will be saved and will be visible only locally on the User's device.
- 5.3 All information and/or personal data provided by the User on the **MyTravelCare App** are governed by the Evocare Privacy Notice.
- 5.4 The User, after registering the **MyTravelCare App**, shall not send to the **MyTravelCare App** different personal identification information (such as name, surname, telephone number, e-mail address etc.).
- 5.5 The profile created by the User and in any case, all the information supplied by the same user are saved only locally on the device used by the User and are not saved on the Evocare Server which does not record or archive any personal information.
- 5.6 The burden of taking each and every measure suitable for guaranteeing non-accessibility to unauthorized persons to their passwords and/or to their device falls only on the User.
- 5.7 The User expressly holds harmless the Linked Sites for what concerns the consequences of any loss, action, claim, cost, expense and damage (of any nature) caused by the use of the **MyTravelCare App**.
- 5.8 Any questions, comments and/or complaint regarding the **MyTravelCare App** must be addressed separately to Evocare and cannot be forwarded to other parties.

6. ACCESS TOOLS

- 6.1 The User's access tool is the **MyTravelCare App**.
- 6.2 In order to use the **MyTravelCare App** as an access tool, the User must have a smartphone or device compatible with the technical requirements of the **MyTravelCare App**. Upon each download of the **MyTravelCare App**, the system automatically checks whether the device is compatible with these requirements.
- 6.3 Evocare does not guarantee any compatibility in this regard. The user must personally supply the network and pay any cost requested by the network operator.

7. INTELLECTUAL PROPERTY

- 7.1 All the material on the **MyTravelCare App** is the exclusive property of Evocare and is protected by the legislation on copyright and trade marks, as it cannot be used, with the exception of the features granted to the User according to the provisions of the GCC
- 7.2 All rights, titles and interests on all trademarks, logos, images, buttons, codes, *layout*, texts, contents, products and services of Evocare found on **MyTravelCare App** ("**Elements of the MyTravelCare App**") are the exclusive property of Evocare and will always remain the exclusive property of Evocare.

8. FORCE MAJEURE:

- 8.1 In the event that **MyTravelCare App** was not able to function for any reason and/or event that is beyond any of Evocare's repair/maintenance work Evocare reserves the right to notice, terminate, modify or suspend access to the App at its own discretion.
- 8.2 These events and reasons include war, terrorism, emergency states or disasters, including computer viruses, *bugs*, tampering, unauthorised operation, technical failures and/or any event that could significantly affect the administration, security, integrity and/or proper functioning of the **MyTravelCare App**.

9. EFFECTIVENESS OF THE GCC

- 9.1 In the event that one or more clauses of the GCCs are considered null and void or potentially null and void and/or invalid and/or inapplicable and/or ineffective, this circumstance will not invalidate the validity of the other clauses.

10. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 10.1 The GCC are governed by Italian law and the Parties expressly agree that the Court of Milan shall have exclusive jurisdiction over any dispute arising from said conditions including anything pertaining to their validity, interpretation and execution.

11. COMMUNICATIONS

- 11.1 For the purposes of executing the GCC, any communication with Evocare shall be made using the following contact details: i) for ordinary mail: Via Corso Magenta, 56 Milano; ii) for e-mail communications: evocare.mytravelcare@gmail.com

12. INTERPRETATION AND DEFINITIONS

- 12.1 In these GCC
- a. words that indicate and refer to one specific gender include also all other genders;
 - b. the singular includes the plural and vice versa;
 - c. a term deriving from another defined term has a corresponding meaning;
 - d. any reference to an individual includes his registered personal representatives, successors and assignees;
- 12.2 The terms listed below have the indicated meanings in the GCC:
- a. "**User**" means the natural person who has registered MyTravelCare App and uses it;
 - b. "**MyTravelCare App**" means the application the User accesses after downloading it on a compatible device;
 - c. "**GCC**" means the General Contract Conditions;
 - d. "**Intellectual Property Rights**" means all current or future intellectual property rights of any nature that may be exercised in any part of the world including, but not limited to, any rights relating to or related to *copyright*, inventions (including patents), trademarks, service marks, trade names, domain names, *designs*, any rights related to the topography of silicon *chips*,

confidential information, *know-how* and the like, industrial and commercial intellectual property rights, which are or may be registered, including the right to exercise the registration of such rights;

- e. **“Elements of the MyTravelCare App”** means all rights, titles and interests on all trademarks, logos, images, buttons, codes, *layout*, texts, contents, products and exclusive proprietary services of Evocare found in the MyTravelCare App;
- f. **“Evocare”** means Evocare s.r.l, Taxpayer ID and Milan Business Register registration number 09638290966 REA number 2103522, having registered office in Corso Magenta 56, Milan;
- g. **“Linked Sites”** means the *web sites* accessible through some features of the MyTravelCare App.