Terms and Conditions of Talos s.r.l.s.

The Customer acknowledges that the product "APPROVER" is offered by Talos s.r.l.s., with registered office in Savona, Via Magliotto, 2, 17100, (from now on Talos) by internet at the following terms and conditions

1) Conditions
1.1. The present general conditions have as object the rules for the product APPROVER, offered by Talos.
1.2. The conclusions of the present contract are made by flagging the relevant check box on mobile app and web app of the site approver.talos-sec.com, or by autograph subscription and sending it back to Talos, and it forms whole acceptance of the general conditions drawn up and predisposed in this contract.
1.3. The product APPROVER consists in supplying a licence for the automated service of security analysis of Android mobile applications.
1.4. The Customer takes note and accepts: a) that the data acquirable by the product APPROVER supplied by Talos are copies of original data which inclusion, possession and availability are freely chosen by the Customer under his own exclusive responsibility. The Customer is individually responsible for all the eventual uses not relevant to the aim of the treated data. No responsibility can be charged to Talos for having treated different data, or data for different purposes, or in a different way or for different times compared to the performance for which the product of Talos is supplied to the Customer; b) that Talos stores the data of the customers on its own server, performing a daily automatic backup, in order to give the assistance product, but do not grant the correct functioning of the same;
1.5. Complying what above, the Customer exempts Talos from every and whatever responsibility in case of accidental loss of data, not authorized accesses, not allowed uses, damages, malfunction.

1.6. Talos reserves the right to change the product, to vary the offer conditions in whatever moment and without notice.

2) Object
2.1. Object of the contract is the purchase of the use licence of the service APPROVER for the security analysis of Android applications.
2.2. The licence can be renewed monthly, yearly or it is possible to buy an analysis package according with the economic conditions and modalities consultable in the page of the offers www.talos-sec.com/pricing.
2.3. The data can be cancelled in whatever moment after the end of use of the product on request of the Customer.
2.4. The service foresees, for the same contract duration also the technical assistance in case of eventual malfunctioning of the product, to be activated by the suitable button in the service or by e-mail support@talos-sec.com, valid and active for the whole duration of the subscribed service.
2.5. It is understood that the assistance ancillary service stops its function at the expiry of the term of the contract relevant to the main analysis service until eventual renewal of the same.

3) Duration
3.1. The contract is concluded when Talos receives from the Customer the acceptance of the sales conditions at the order.
3.2. The Customer must compulsorily give back a subscribed original copy of the present contract within 15 days from the activation of the service and failing that it is faculty of Talos to suspend the service until when the mentioned contract will be received.

4) Products offered by Talos
4.1. The products supplied by Talos are distributed in the ways and at the conditions in which they are at the date of the product activation request so as reported in the site www.talos-sec.com/pricing, and the Customer, accepting the present general conditions, declares explicitly to know and accept them.

4.2. They are expressly excluded all the forms of implied and explicit warranty at Talos charge. In this sense neither Talos, nor their partners, collaborators, licensees, employees, agents, representatives, distributors, dealers or whoever acts legitimately on their behalf and/or their own account, grant the suitability of the product for some specific function.

4.3. Talos and whoever took part to the creation, production, supply or marketing of the product APPROVER are not responsible for whatever direct or indirect damage linked or consequent to the use of the product APPROVER, or due to the interruption or suspension of the functioning of the same.

4.4. The "Registration" consent to the Customer, to enter, by the personal Code ("Username") and "Password" phrase in the "login", to the Reserved Area, on the site approver.talos-sec.com. The registered Customer can check and develop through different functions the different parameters contained in the Reserved Area: historic of the insertions, analysis consultation, change or data consultation.

5) Customer obligations

5.1. The Customer is the only legally responsible of the inserted data and of the authorization given to third parties and committed to keep Talos and partners, collaborators, licensees, employees, agents, representatives, distributors, dealers or whoever acts legitimately on their behalf and/or their own account unscathed by whatever request made by anyone and at any title.

5.2. Considering what above the Customer commits himself however to: - keep in the utmost confidentiality and not to give to third parties the alphanumeric code necessary for the product functioning and answers for the custody of the same; - do not use the Talos products to violate, transgress or let transgress directly or indirectly the Italian legal order or the communitarian or international rules; - do not offer (textual or graphic) information harmful to the image of Talos; - do not communicate, transfer or spread information treated with the product APPROVER, without

having requested previously the interested agreement.

5.3. The Customer is invited to communicate by writing to Talos immediately and not over 24 solar hours, eventual irregularities or malfunctioning of the product to the following addresses: Talos, support@talos-sec.com.

5.4. Talos and the Customer commit each other to grant that they and their personnel, employee and external staff, treat as reserved each data or information known or managed in relation with the activity to use the product supplied by Talos

5.5. In order to use the Products, the Customer commits himself to: a) give the personal information requested during the registration procedure ("Data of Registration") assuring that these are updated, complete and true; b) if the Customer gives false, inaccurate, non-current or incomplete information, or if Talos considers on the base of the own discretional evaluation that the information received from the Customer are false, inaccurate, not updated or incomplete, Talos will have the right to deactivate temporary or definitively the Customer account and to prevent him from the use of the Products. APPROVER and directly Talos are in no way responsible of the not authorized accesses, conditioned by the information received from the Customer through the Form and coded in the product APPROVER by Talos.

5.6. Talos is worried about the safety and the privacy of own users and in particular of the minor ones. For this reason, the Customer who creates the profile must have attained full age so that the contract stipulation and the delivery of products are valid.

5.7. At the end of the Product registration procedure, the Customer obtains an Username and a reserved password of which the Customer is the only and exclusive responsible, also complying the activities made by using them. So the Customer commit himself to:

a.) communicate immediately to Talos whatever not authorized use of his own password or his own account or whatever

other violation of the safety rules which he acknowledges; and

b.) exit from his own account at the end of each session. Talos could not in any way be considered responsible for eventual damages deriving from the failure to comply the present article 5.

5.8. The Customer is aware that in order to regulate the access to the Products, his own authentication is referred exclusively to the check of the username and password.

5.9. The Customer is then responsible of the safe keeping and the correct use of his own username, password and of every damaging consequence or prejudice that should derive at charge of Talos or third parties due to the not correct use, the loss, the stealing and/or compromise of the confidentiality of the username and password used by the Customer. All the operations performed by the username and the password used by the Customer imply the automatic attribution to the same of the made operations and of the performed requests without any exception.

5.10. The Customer recognizes and acknowledges that Talos could always produce as evidence of the operations made by the Customer and – more generally – of the relation with the same Customer, also test means obtained by the computer systems and procedures used by APPROVER to regulate the sale, the access and the functioning of the Products.

6) Exclusive property rights

6.1. The Customer recognizes that, except what indicated in the present Conditions, the tests, the images, the logos, the trade marks, the symbols, and more in general, all the material published on the Site directly by Talos for his own or promotional informative aim (among which, as example only and not exhaustively, the texts, the fix or moving images, the graphic elaborations, the photos, the data banks, the relevant documentation, the know-how, the source code, the software, the hardware, the projects, the applications, the patents the industrial secret, the formulas, the algorithms, the models and similar relevant to the Products, to the data and to the other materials coming from), and the way in which some contents are presented and formed (ex. software layout, graphic formatting, etc.) are ownership of Talos, and/or of the relevant entitled to be protected on the base of the rules relevant to the author rights (Title IX of the book V of the c.c., artt. 2575-2594 c.c., and L. n. 633/1941, as changed by the DLGS. N. 169/1999) and of other in force disposals.

6.2. The sale of the software licence does not imply any licence, expressed or implicit, relevant to the use of marks, logos, distinctive symbols or other material property of Talos and/or relevant having right. It is, therefore, forbidden whatever public reproduction and it is in any case forbidden whatever use by the Customer, or by third parties of such distinctive symbols or material on whatever means and in whatever form.

6.3. It is understood that the contents charged directly by the Customer on the service APPROVER are under the exclusive responsibility of the same Customer. Therefore the Customer undertakes to keep fully unscathed and indemnified Talos by whatever responsibility or damage deriving by inaccuracy, incompleteness or falsity, by the defamatory or injurious information and charged contents, as well as by violation of eventual intellectual property rights or on the image and by being disrespectful of the rules about privacy.

7) Termination

7.1 The present contract is rescinded by right, authorizing Talos to rescind the contract without forewarning when the Customer: a) assign all or part of the contract to third parties, without the previous written consent of Talos; b) use the products in different ways as regards those agreed with Talos; c) violate the disposition rules at point 4.2.

7.2. Talos has the faculty to recede by the present contract in whatever moments and without being obliged to state reasons, so Talos may, at any time, deactivate, disable, obscure, and in any case make the product unusable.

7.3. In any case of interruption of the contract report, it will be not possible to ask Talos for any indemnity or ascribe them whatever

responsibility for the failure to use of the product by the Customer.

8) Right of withdrawal
8.1. The Customer has the right to withdraw in any moment from the services linked to the product giving written communication to Talos, by registered letter with return receipt or PEC, to be sent at least 15 days before the withdrawal date, requested by the same Customer. The Customer must therefore pay the Product price and the services used till that moment and then such costs are not returned.
8.2. Considering still what indicated at the previous comma 1, the Customer, complying the rules about the at distance contracts and the contracts negotiated out of the commercials activities, could exercise also the right of thinking over in the forms and in the ways foreseen by the articles 52 and following of the Law decree 206/2005 (Private Use Code) within the term of 14 (fourteen) days from the date of the contract perfectioning by registered letter with return receipt or PEC in which will be clear the wish to withdraw from the present Product.

9) Responsibility
9.1. Talos declines any responsibility both towards their own customers and towards third parties for delay, bad functioning, suspension and/or interruption in distributing software services caused by any event, such as example and not exhaustively:
a) imperative reasons, accidental case;
b) malfunctioning or not conformity of the connection devices that the Customer is equipped with;
c) mistakes in using the product.
9.2. The Customer is aware that the use of the products supplied in cooperation with other infra-structure (national and international) is limited by the borders and the rules fixed by the managers of the same products and by the laws of the Countries where such products stay and by the international laws on the subject.
9.3. The Customer is aware that are possible technical interruptions of the products due to damages and malfunctioning of the hardware

and software, being them property of Talos, or of their suppliers or third parties including for example the speed slowing down or the phone lines not working and of the computers managing the telematic traffic between the Customer and the Talos system. In such case the Customer will have nothing to claim as compensation.
9.4. The product must be used by the Customer for the purposed for which it is intended. The Customer is responsible of any other misuse that could cause a damage to whoever.
9.5. The same nature of the telematic products does not allow to give any grant on the reachability of the service in areas the necessary technologies are not available.

10) Fees
10.1. The benefits offered by Talos by the product "APPROVER" are given after receiving the payment relevant to the type of service bought at the page www.talossec.com/pricing, that must be here considered completely recalled.
10.2. The purchase or renewal of the use licence of APPROVER include also the technical assistance valid for the use length of the licence and/or of the purchased package
10.3 All the services can be renewed by buying the relevant packages on the site www.talos-sec.com.

11) Documentation
11.1. The Customer expressly confirms that the electronic functioning report of "APPROVER" (the "log"), generated and stored by the manager of the Talos products, could be shown on request by the competent Authority in case of controversy and constitutes full and incontrovertible evidence of the facts and of the acts made by the same Customer in relation to Talos.

12) Law Decree 196/203 in relations with the Customer
12.1. The personal, sensible and super sensible data given by the Customer directly or indirectly to Talos are protected by the law decree 196/2003, containing dispositions protecting the persons and the other subjects

for what concerns the treatment of the personnel data and so they will be used exclusively for the complete execution of the contract complying the way fixed in the informative provided complying the art. 13 of the law decree 196/2003 and for the compliance required by law or requested by competent authorities.

12.2. Putting the Flag, or by written subscription and giving it back to Talos, in the phase of the product request and of the service in cloud, the Customer authorizes Talos to use his own personal, sensible and super sensible data for the present agreement, as to communicate the mentioned data also to third parties, exclusively for the same aims.

12.3. The treatment of mentioned data will be made by Talos in order to: - supply the foreseen products and check the quality of the offered products; - trace to the perpetrators of illegal act in case of specific requests and for the competent authorities; - in any case the customer data will not be ever used.

13) Law Decree 196/203 in relations with the end user

13.1. For the purposes of this agreement for "authorized user" must be considered the subjects who are delegated to use the product and are recipient of the data insertion of the data performed by the Customer.

13.2. In this context, the Customer is "owner of the treatment" for what concerns the rule about personal data. All the other obligations and fulfilments foreseen in the field of personal data protection which the Customer declares till now to comply, penalty the termination ipso jure of the present contract, remain the same.

13.3. The Customer is responsible of the treatment of the personal data of the eventual authorized Users of the product, so as of any other fulfilment imposed by the Law Decree 196/2003.

13.4. The Registration Data and any other personal data or information directly or indirectly associated to a particular User, are recorded and treated complying the Law Decree 30 June 2003, n. 196 and the Privacy Policy of APPROVER, always available at the URL www.talos-sec.com/privacypolicy.

13.5. The Customer acknowledges and agrees that APPROVER have the right to store the Contents and to give them to third parties by the product APPROVER as follows:

a) to any other subject chosen by the Customer in order to give the contents in an efficient and speedy way for the control of the App Android;

b) in order to administer the Customer account complying the standard operative procedure of APPROVER or of the companies it is linked to;

c) where this is requested by the law, or when APPROVER believes in good faith that this is necessary to: fulfil to legal procedures; to apply the present contract; to reply to challenges complying which the Contents violate the third parties rights; to protect the rights, the properties or the safety requirements of APPROVER, of its users and third parties.

13.6. The Customer recognizes, agrees and accepts that the technical treatment, the transmission or communication of the Products and Services, including its Contents can imply the transmission or communication of Contents by vectors.

14) Confidentiality

14.1. The parts are obliged to use all the documents, data and confidential information of know how they have known complying the present agreement with the sole and exclusive purpose of implementing the present contract, with the expressed exclusion of any different finality, adopting all the measure necessary to ensure a suitable protection of the same and in particular not to transfer, communicate or make available or divulgate in any way to third parties the content of the documents, data and information to own and/or third parties advantage, if not respecting the current rule and after communication of the other part.

14.2. Each part shall communicate the news and information reserved only to those subjects who have objective need to know them and will ensure that each of them respects all the conditions of this article.

14.3. In particular each part undertakes to: - take all reasonable steps to ensure the

confidentiality of such information with the same diligence as it does in the protection of its own, in any case not less than a sensible degree of protection; - refrain from using the information provided by the counterpart for purposes other than those specified in this contract;

14.4. The obligation of confidentiality will remain effective even in the period following the date on which the parties will have resolved this contract.

15) Assignment and change of the contract

15.1. The present contract, and each of the faculties which it has descended from, cannot be transferred or resold to third parties by the Customer, unless prior written consent has been made by Talos.

15.2. It will also be binding and effective for the benefit of their respective successors and legitimate parties.

15.3. No change or postil not expressly contained in this Agreement, unless specifically approved in writing by the Parties, shall be effective.

16) Assignment, commercial exploitation of the products and rights of intellectual property

16.1. The Customer undertakes not to reproduce, duplicate, copy, sell, perform framing, reverse engineering, resell, and in any case not to exploit for commercial purposes the Products and Services or any part thereof, as well as the use or access to the Products.

16.2. The Customer may not, in any case, transfer their obligations arising from this contract, in whole or in part, to third parties.

16.3. The Customer acknowledges that the Products and all necessary software used in connection with APPROVER are protected by intellectual and/or industrial property laws, copyrights, trademarks, patents or other intellectual property rights and/or Industry registered by Talos or third parties.

16.4. With the exception of the case in which it is expressly authorized by Talos, the Customer undertakes not to modify or dispose of it in any way (either free of charge or valuable consideration) and not to distribute,

disseminate or create based works, in whole or in part on Talos Products or Software.

16.5. For the sole purpose of the use of the APPROVER Products, Talos grants to the Customer a personal, non-transferable and non-exclusive license to use the service considering in any case understood that the customer may not copy, modify, create derivative works from or in any way attempt to discover any source code, sell, assign, sublicense, confer or transfer to third parties any rights on the Software, or allow third parties to do so

16.6. The Customer undertakes not to access the Products through an interface that is not specified by APPROVER.

17) General rules relevant to the use

17.1. The Customer agrees that Talos cannot in any way be considered responsible of the cancellation or incorrect storage of any information, data or other Content kept or transmitted by the product APPROVER.

18) Changes to the products

18.1. Talos provides an automatic service of security analysis for Android mobile applications (APPROVER).

18.2. Talos reserves the right to modify any product or service covered by this contract as well as product prices at any time and without notice.

19) Customer username and pwd – suspension, interruption of the products

19.1. The Customer recognizes and agrees that Talos can in his sole and exclusive discretion, deactivate the Customer password and account or interrupt the use of the product APPROVER, or remove and cancel the content introduced by the Customer on his own profile.

19.2. Talos could apply such faculties in case in which consider that the Customer has violated or acted in a way inconsistent or contrary to the meaning or the letter of the present contract.

19.3. The Customer recognizes and agrees that any suspension or interruption of the access to the Products and Services complying what foreseen in the present

contract could be made also without notice and recognizes and agrees that APPROVER could immediately deactivate or cancel the Customer account and all the relevant information and files present in his account and/or deny any further access to such files or products. Beyond this, the Customer admits and agrees that APPROVER could not be in any way held responsible for the Customer or any other subject for the interruption of their access to the products.

20) Communications

20.1. All the communications to the Customer relevant to the present contractual report could be performed by hand, by e-mail to info@talos-sec.com, by registered letter with return receipt to a Talos s.r.l.s., Via Magliotto, 2, 17100, Savona, PEC: TALOSSRLS@LEGALMAIL.IT
20.2. We advise to communicate to info@talos-sec.com each change, variation or integration of Customer data, information or contents.

21) Applicable law and competent Court

21.1. For whatever controversy relevant to the validity, the interpretation, the performance or the suspension of the present General Conditions of Contract the Court of Genova will be competent applying the Italian law.

Place and date,_____

Signature of Talos

Signature of the Customer

I want APPROVER! ☐

Pursuant to and for the effects referred to in the articles 1341 and 1342 of the Civil Code are expressly approved, after having taken careful vision of the following clauses:
1) Conditions
2) Object
3) Duration
4) Products offered by Talos
5) Customer obligations
6) Exclusive property rights
7) Termination
8) Right of withdrawal
9) Responsibility
10) Fees
11) Documentation
12) Law Decree 196/203 in relations with the Customer
13) Law Decree 196/203 in relations with the end user
14) Confidentiality
15) Assignment and change of the contract
16) Assignment, commercial exploitation of the products and rights of intellectual property
17) General rules relevant to the use
18) Changes to the products and products
19) Customer username and pwd – suspension, interruption of the products
20) Communications
21) Applicable law and competent Court For specific approval of the clauses described above:

Place and date,_____

Signature of Talos

Signature of the Customer