

## **TERMINI CONDIZIONI D'USO DEL SERVIZIO OFFERTO MEDIANTE L'APPLICAZIONE SAM**

Il presente documento costituisce ad ogni effetto di legge, il contratto volto a disciplinare i rapporti tra l'utente e la CNS proprietario di ogni diritto di sfruttamento commerciale del sistema integrato SAM.

Questo ne determina condizioni, modi e limite di utilizzo.

Il presente documento costituisce altresì informativa sulla privacy

### **1. Parti**

Il presente documento è vincolante per il proprietario del software e per l'utente.

Il proprietario del software eroga e gestisce il servizio ed è identificato nel Consorzio Nazionale Sicurezza Scarl – d'ora in avanti CNS Scarl - con sede in Napoli – Via G. Porzio, 4 CDN IS C/2 – CF: 07359350639

Utente è colui il quale scarica sul proprio terminale mobile la app denominata SAM

Licenziatario è EAV Srl con sede in Corso Garibaldi, 387 – 80142 Napoli CF. 00292210630

### **2. Accettazione dei Termini**

Per usufruire dei Servizi, occorre accettare preventivamente i Termini. Qualora non accetti i Termini, l'utente non potrà usufruire dei Servizi.

Per accettare i Termini l'utente deve fornire i propri dati personali e fare clic sull'opzione che consente di accettare i Termini, qualora essa sia resa disponibile da EAV Srl.

I dati includono nome, cognome, data di nascita, indirizzo email e numero di telefono mobile, quest'ultimo utilizzato per verificare la veridicità delle informazioni immesse attraverso l'invio, via SMS, di un PIN di conferma.

### **3. Contenuto del Servizio**

L'applicazione SAM consente la comunicazione diretta dell'utente con una centrale operativa adibita a funzioni di monitoraggio e supporto per la sicurezza personale e della collettività, attraverso l'invio di flussi bidirezionali audio e video. Tale funzione consente anche la geo-localizzazione dell'utente.

Il servizio viene erogato attraverso l'integrazione dell'applicazione SAM con un software "proprietario" escluso dal presente accordo, che abilita l'utente alla comunicazione con la centrale operativa che può avvenire via audio e video.

L'applicazione non consente l'interrelazione con i file audio, video, rubrica o con qualsiasi altro dato privato dell'utente archiviato nel suo terminale mobile.

Il servizio viene fornito esclusivamente in aree delimitate pubbliche e private, gestite dal licenziatario autorizzato dalla EAV SRL e su richiesta specifica di attivazione dell'utente che dovrà avvalersene esclusivamente in caso di ritenuto pericolo.

La funzionalità dell'applicazione è garantita, all'interno delle aree abilitate, attraverso la connessione dati e non comporta costi aggiuntivi rispetto a quelli richiesti dal gestore di telefonia mobile dell'utente.

L'utente dichiara di avere consapevolezza che l'attivazione del servizio gli consentirà la sua geolocalizzazione e l'invio di flussi audio/video che possono coinvolgere terzi che non hanno prestato consenso alla propria ripresa sicché il servizio può ritenersi legittimo solo per la difesa della propria ed altrui incolumità personale.

I dati e le conversazioni abilitate dall'avvio del servizio saranno trattati esclusivamente da personale abilitato al fine di cederli alle autorità di pubblica sicurezza. Dette informazioni audio/video, ogni conversazione chat acquisita dall'utente ed inviata attraverso il servizio integrato, sarà conservato per sette giorni.

Ogni uso difforme alle finalità di salvaguardia e sicurezza personale ed altrui, sarà imputabile esclusivamente all'utente il quale, previamente informato con il presente documento, esonera la CNS Scarl da ogni responsabilità per l'improprio o abusivo utilizzo.

L'utente riconosce che, usufruendo dei servizi, potrebbe essere esposto a reclami o rivendicazioni di terzi e che, a tale proposito, usufruisce del servizio a suo rischio.

L'utente accetta di essere l'unico responsabile di tutti i Contenuti da lui creati, trasmessi o visualizzati durante l'uso dei Servizi e delle conseguenze delle proprie azioni.

#### **4. Diritti di proprietà**

L'utente riconosce e accetta che CNS Scarl o i suoi licenziatari possiedono tutti i diritti, i titoli e gli interessi legali relativi ai Servizi, compreso qualsiasi diritto di proprietà intellettuale sul Servizio (sia che tali diritti siano o meno registrati e ovunque nel mondo essi sussistano).

Se non diversamente concordato per iscritto con CNS Scarl, l'utente non ha alcun diritto di utilizzare il nome commerciale, il marchio il logo, della CNS Scarl e della applicazione SAM

#### **5. Licenza**

CNS Scarl concede all'utente una licenza personale, non soggetta a diritti d'autore, non cedibile e non esclusiva per l'uso del software della "APP SaM" il cui solo ed esclusivo scopo è quello di autorizzare l'utente a utilizzare e a usufruire del servizio secondo le modalità del presente atto.

Ai sensi dell'articolo 1.2, l'utente non può (e non può consentire ad altri di) copiare, modificare, creare un'opera derivata, decodificare, decompilare o tentare di estrarre in altro modo il codice sorgente del Software o di qualsiasi parte dello stesso, salvo ove espressamente consentito o richiesto per legge o espressamente consentito da CNS Scarl per iscritto.

Il Software fa uso di altri software open source di supporto. Per ognuno di essi è riportata la licenza, in calce al presente documento. Se il codice del software è stato modificato, nello stesso codice è indicata esplicitamente la parte modificata che differisce da quella originale.

#### **6. Aggiornamenti software**

Il Software utilizzato dall'utente può scaricare e installare automaticamente aggiornamenti periodici resi disponibili da CNS Scarl. L'utente accetta di ricevere tali aggiornamenti.

#### **7. Cessazione del rapporto**

CNS Scarl può, in qualsiasi momento, risolvere il rapporto, inibendo l'accesso al servizio dell'utente qualora:

1. l'utente ha utilizzato il servizio al di fuori degli scopi o fini per cui lo stesso è stato reso disponibile e, dunque, per fini diversi dalla tutela della propria ed altrui incolumità e sicurezza;
2. abbia abusato del servizio;
3. abbia generato immotivatamente e/o illegittimamente procurato falso allarme;
4. abbia in qualsiasi modo violato i termini e le condizioni stabilite nel presente documento;
5. il licenziatario risolva l'accordo con CNS Scarl o non lo rinnovi;
6. il servizio venga sospeso o inibito da provvedimento della pubblica autorità;
7. CNS Scarl ritenga a proprio insindacabile giudizio, di non commercializzare più il prodotto.

#### **PRECISAZIONI SULLA FINALITÀ E SCOPO – LIMITAZIONE DI RESPONSABILITÀ**

Il servizio si pone come ausilio per la prevenzione dei reati e la garanzia della privata e pubblica sicurezza. Il proprietario del software ed i suoi licenziatari non propongono il servizio quale rimedio esclusivo o, da solo sufficiente, alla prevenzione dei reati ed alla pubblica e privata incolumità.

Il proprietario ed i suoi licenziatari chiariscono che in caso di pericolo l'utente dovrà fare riferimento agli agenti di pubblica sicurezza, ai sistemi di sicurezza presenti sul territorio ed alle regole generali di cautela. Solo in caso di inesistenza di alternative valide è consigliato l'uso del servizio.

Il proprietario ed i suoi licenziatari non sono responsabili per il mancato funzionamento del servizio o per l'uso distorto ed abusivo dello stesso.

## **Privacy e informazioni personali**

L'utente acconsente al trattamento dei dati personali richiesti al momento del log in.

Questi sono acquisiti al solo fine di consentire, la sua identificazione qualora richiesta dall'autorità di pubblica sicurezza ovvero per inibire l'accesso ai servizi nel caso di uso improprio, illegale o abusivo del servizio stesso. Il numero di telefono mobile è utilizzato per verificare la veridicità delle informazioni immesse attraverso l'invio, via SMS, di un PIN di conferma.

Titolare del Trattamento personale dei dati è la Tecnovigilanza Vides Soc. coop. a r.l. (Socio della Consortile CNS Scarl) e che svolge i servizi di Centrale Operativa di Sicurezza per EAV Srl.

In caso di esercizio dei diritti di consultazione, verifica, reclamo, l'utente potrà rivolgersi a Tecnovigilanza Vides Soc. coop. a r.l. – Via P. Borsellino, 123 Casandrino (NA).

## **ENGLISH VERSION**

### **TERMS AND CONDITIONS OF USE OF THE SERVICE OFFERED BY MEANS OF THE APP SAM**

This document is for every legal purposes, the agreement aimed at regulating the relations between the user and CNS, owner of all rights of the app SAM.

The document describes the conditions, methods and limits of the use of the app.

This document also represents the description of the privacy policy.

#### **1. Parts**

This document is the contract between the owner of the software and the user.

The owner of the software provides and manages the service and is identified in the Consorzio Nazionale Sicurezza Scarl - henceforth CNS Scarl - based in Naples - Via G. Porzio, 4 CDN IS C / 2 - CF: 07359350639

The User is the one who downloads the app SAM on his/her mobile device.

Licensee is EAV Srl, Corso Garibaldi, 387-80142 Naples CF. 00292210630

#### **2. Acceptance of Terms**

To use the Services, the user must first agree to the Terms and Conditions. If not accepted, the app and related services cannot be used.

To accept the Terms, the user has to provide personal details and click on the option that allows the acceptance of the Terms, whenever EAV Srl makes the option available.

Required data include name, surname, date of birth, email and phone number. Such data are required to properly identify the person and discourage improper use of the app. The phone number is used to check the veracity of information through an SMS with a confirmation PIN.

#### **3. Content of the Service**

The SAM app allows the user direct communication with an operations center used as a monitoring and support function for personal and community safety, by sending two-way audio and video streams. This feature also allows the user's geo-localization.

The service is provided through the integration of the app SAM with a proprietary software included in this agreement, which enables the user to communicate with the operations center via video and audio.

The application does not allow the interrelation with audio files, videos, address book, or any other user's private data stored in his/her mobile terminal.

The service is provided only in private and public limited areas, managed by the authorized licensee by EAV SRL and at the specific request by the user activation that is to be used only in actual cases of possible danger.

The functionality of the application is ensured, in the enabled areas, by means of the data connection, and does not entail additional costs compared to those required by the user mobile operator.

The user declares to be aware that the activation of the service will allow its geo-localization and the transmission of audio/video streams that can involve third parties who have not given consent to his recovery so that the service can be considered legitimate only for the defense of the own and others personal safety.

Data and conversations collected by the app will be handled exclusively by enabled personnel for providing them to the public security authorities. Audio/video streams and chat conversations sent by the app and collected by the backend software will be stored for seven days.

Any use which does not comply with the purposes of protection and personal safety, will be attributable just to the user who, already informed throu the present document, relieves CNS Scarl from any liability for the misuse or abuse.

The user accepts that by using the Service, s/he may be exposed to claims and that, in this respect, s/he usea the service at his/her own risk.

The user agrees that s/he is solely responsible for all the contents created, transmitted or displayed while using the Services and for the consequences of their actions.

#### **4. Property Rights**

The user acknowledges and agrees that CNS Scarl or its licensors are the owners of all the rights on the Services, including any intellectual property rights (whether those rights are registered or not, and wherever in the world they exist).

Unless otherwise agreed in writing with CNS Scarl, the user has no right to use the brand name, brand logo, the CNS Scarl and the SAM app.

#### **5. License**

CNS Scarl provides a personal, not subject to copyright, non-assignable and non-exclusive license to use the "APP SaM software" whose sole and exclusive purpose is to authorize the user to use the service in accordance with the way described in this document.

As stated in Section 1.2, the user can not (and can not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part of the same, unless expressly permitted or required by law or as expressly permitted in writing by CNS Scarl.

This software uses other open source software programs. For each of them it is reported, as endnote of this document, the specific license. If the code of the software has been modified, it is explicitly reported in the code which part is not equal to the original one.

#### **6. Software updates**

The software used by the user can automatically download and install periodic updates from CNS Scarl. The user agrees to receive such updates.

#### **7. Termination of the relationship**

CNS Scarl can, at any time, terminate the relationship, inhibiting access to the user's service if:

1. the user has used the service outside the purposes for which the app has been made available and, therefore, for any purpose other than the protection of his/her own and others safety and security;
2. abused the service;
3. has generated unnecessarily and/or illegally procured false alarm;
4. has in any way violated the terms and conditions here established;
5. Licensee solves the agreement with CNS Scarl or does not renew it;
6. the service is suspended or inhibited as a decision of the public authority;
7. CNS Scarl deems, in its sole discretion, to stop the service and to sell it and the related app.

#### **CLARIFICATIONS ON PURPOSE 'AND SCOPE - LIMITATION OF LIABILITY**

The service acts as an aid to crime prevention and securing private and public security. The owner of the software and its licensors do not offer the service as the exclusive or complete remedy to crime prevention and public and private safety.

The owner and its licensors make clear that in case of danger, the user should refer to the public security agents, the safety systems on the territory and the general rules of caution. Only in case of non-existence of viable alternatives it is recommended the use of the service.

The owner and its licensors are not liable for the failure of the service or to the misuse and abuse of the same.

#### **Privacy and Personal Information**

The user accepts the processing of personal data required at the time of log in.

These are acquired for the sole purpose of allowing its identification when requested by the public security or to prevent access to services in the case of misuse, illegal or abusive of the service itself.

Holder of personal data processing is the Tecnovigilanza Vides Soc. Coop. to r.l. (Member of the Consortium CNS Scarl) and carrying out the Operational Central Security services for EAV Srl.

For consultation, verification, complaint, the user may contact Tecnovigilanza Vides Soc. Coop. to r.l. - Via P. Borsellino, 123 - Casandrino (NA).

#### **LICENZE DI ALTRI SOFTWARE OPEN SOURCE UTILIZZATI**

##### **(LICENSES OF USED OPEN SOURCE SOFTWARES)**

##### **KURENTO WEBRTC MEDIA SERVER**

Apache License

Version 2.0, January 2004

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## **EJABBERD XMPP SERVER**

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Version 2, June 1991

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c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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