

**FINAL USER LICENSE AGREEMENT  
"PRIVATEWAVE" SOFTWARE TERMS OF USE**

IMPORTANT: PLEASE READ CAREFULLY AND PRINT THIS LICENSE AGREEMENT BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE.

THE USER AGREES THAT BY INSTALLING AND IN ANY CASE USING THE SOFTWARE THE USER CONFIRMS TO HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

FAILING AGREEMENT WITH THE TERMS AND CONDITIONS HEREOF, THE USER WILL NOT BE ENTITLED TO INSTALL AND/OR USE THE SOFTWARE.

**1.- DEFINITIONS**

The following terms as used within this Agreement will have the following meaning:

"PrivateWave": PrivateWave Italia S.p.A;

"User": the Consumer or Professional who is the final user of the Software;

"Software": the software program called "PrivateWave" developed by PrivateWave and which, once installed into the operating system of mobile phone devices, allows encryption of phone conversations, so as to make such conversations secure and inaccessible by third parties, in the manners and subject to the limitations specified in the User Handbook;

"Device": the User's mobile phone device indicated by PrivateWave among those supporting the Software and on the SIM Card of which the Software is executed;

"PAK" or "Product Authorization Key": the authorization code supplied by PrivateWave to the user at the end of the Software installation process and allowing the use of the Software and related services for the term of the license;

"Website": PrivateWave website at [www.privatewave.com](http://www.privatewave.com)

"User Handbook": the Software user handbook that may be downloaded from the Website;

"Agreement": this agreement.

**2.- LICENSE**

2.1. PrivateWave hereby grants the User a free non-exclusive, non-transferable license to use the Software for the limited term of fifteen (15) days (herein below, the "License") and undertakes to provide the User with any related customer service assistance at the terms and conditions set forth here below.

2.2. Pursuant to the Agreement the User is entitled to obtain the right to use the Software in its executable form only; the User therefore cannot obtain the Software in the source language nor any logic or engineering documents.

### 3.- TERMS OF USE OF THE SOFTWARE

3.1. This Software license is granted to the User strictly for its personal, direct use, and the User hereby undertakes not to use the Software other than in the Device on which the Software is executed when first installed.

3.2. Notwithstanding the foregoing, the User is authorized to transfer the Software onto a new Device replacing the previous one, on condition that the new Device hosts the same SIM Card as the preceding one. To that purpose, the User will insert the same PAK in the new Device. It is understood that the new Device on which the Software is installed will be regarded as the original Device to any and all effects hereof.

3.3. Whenever throughout the term of contract the User should be obliged to change the SIM Card and Device simultaneously due to unavailability or loss of both, the User will seek the intervention of PrivateWave's customer service. In any case it is the User's responsibility to promptly report the theft or loss of the Device and/or the SIM Card containing the Software, if the case be.

3.4. In the event the User should definitively transfer to a third party the ownership, possession or in any case the availability of the Device on which the Software has been installed, this License will immediately be revoked by PrivateWave as a consequence.

3.5. Under no circumstances may the User:

(a) assign, sublicense, rent or lend the Software on any ground;

(b) copy, distribute or create products deriving from the Software, with the sole exception of the back-up copy admitted by the law, on condition that such copy is not installed or used on any Device and that it contains the same copyright and property notices reported on the Software. In that event, the copy so obtained will be subject to the same use restrictions as the original;

(c) make and/or distribute products using all or part of the Software;

(d) decode, decompile, de-assemble or make any attempt whatsoever at working out the Software source code, except where such prohibition is expressly forbidden by the law;

(e) use the Software in any manner that is not in compliance with all laws applicable in the jurisdiction where such use occurs, including but not limited to restrictions on copyright and other intellectual property right protection;

(f) in general, make any use of the Software for purposes that may amount to a criminal offence or are in any case unlawful.

### 4.- PRIVATEWAVE'S WARRANTIES AND LIABILITIES

4.1. The Software is provided on an "as is" basis. In consideration of the gratuitous nature of the License, insofar as permitted by law, PrivateWave does not provide any warranty of any kind, either expressed or implied, arising by law or contract, on the Software, including but not limited to any warranties of security, reliability, effectiveness, or fitness for a particular purpose.

4.2.

Except in case of malice or gross negligence, PrivateWave will have no liability whatsoever for any damage of any nature to be suffered by the User or by any third parties as a consequence of the

Software use, or non use, including any direct or indirect damage deriving from the Software and failure to achieve the purpose for which the Software has been used.

#### 5.- CUSTOMER SERVICE

5.1. PrivateWave offers Users a free technical assistance customer service in Italian and English.

5.2. The First Level Customer Service may be contacted by the User by phone at the number +39 02/911.930.890 or by sending an e-mail to the following address [support@privatewave.com](mailto:support@privatewave.com), and provides assistance for all problems connected with the Software installation, use and functioning.

5.3. The Second Level Customer Service provides assistance in relation to all problems that could not be solved by the First Level Customer Service: in that event the operators of the latter will bring the User directly in contact with the Second Level Customer Service.

5.4. All technical assistance services will be supplied in the manners and based on the time schedules specified on the website [www.privatewave.com](http://www.privatewave.com) in the product technical "Support" area.

5.5. Schedules of intervention and handling of requests for assistance will be handled on a best-effort, first-come, first-served, basis and depending on the gravity of the problem and urgency of the intervention sought.

#### 6.- UPDATING

6.1. PrivateWave may release updates and new versions of the Software, at the times and in the manners as PrivateWave will deem appropriate from time to time.

6.2. Such updates and new versions will be publicized and made available to the User by SMS together with the instructions for their installation.

6.3. The Software updated or modified as per this Article 6 will be subject to all terms and conditions of the Agreement.

#### 7.- CONCLUSION OF CONTRACT AND SOFTWARE INSTALLATION

7.1. In order to enter into the Agreement and install the Software on the Device, the User must follow the procedure to be found on the Website and agree to all the terms and conditions of the Agreement.

7.2. If the procedure is completed successfully, the User may either download the Software onto the User's computer in view of its subsequent installation onto the Device, or install it on the Device directly, by providing PrivateWave with the corresponding phone number. At the end of the installation onto the Device, the User will obtain the PAK.

#### 8. REQUESTS FOR LICENSES FROM NON-EU COUNTRIES

8.1. PrivateWave reserves the right, in its sole and absolute discretion, to reject requests for Licenses coming from non-EU countries.

8.2. It is in any case the User's responsibility to verify that the Software is in compliance with the laws of the country where the User intends to use the Software. PrivateWave therefore disclaims any and all liability in the event use of the Software should amount to an offence or in any case be prohibited under the laws of any one or more countries.

## 9.- INTELLECTUAL PROPERTY

9.1. The User acknowledges and agrees that the Software and the related PrivateWave trademarks are exclusive properties of PrivateWave which therefore is the sole legitimate holder of all related exploitation rights.

9.2. The User acknowledges and agrees that the Agreement does not grant the User any right, title and/or interest in relation to the Software and to any PrivateWave trademarks additional to and other than those expressly provided herein.

## 10.- TERM

10.1. The Agreement will be effective as of the date of installation of the Software on the Device and will remain in force for the limited term of fifteen (15) days, at the end of which the PAK will become unusable.

10.2. At the expiry of said term, if the User wishes to use the Software any further, he will be obliged to purchase a license. No renewal or new free license will be granted to the same User and/or in relation to the same phone number.

## 11.- ASSIGNMENT OF CONTRACT

11.1. The User acknowledges and agrees that neither the Agreement, whether in whole or in part, nor the rights deriving therefrom, may be assigned to any third party without PrivateWave's prior written consent.

11.2. The User acknowledges and agrees that PrivateWave may assign the Agreement to another company, provided however that such assignment is accompanied by the assignment or license of the rights in and to the Software.

## 12.- TERMINATION OF CONTRACT

The Agreement may be terminated with immediate effect by PrivateWave whenever the User is in breach of any one or both of the following clauses:

- (a) violation of any of the limitations on the use of the Software as per Article 3 above; and/or
- (b) violation of the no-free-renewal obligation as per Article 10.2 above.

## 13.- FORCE MAJEURE

PrivateWave reserves the right to unilaterally suspend performing the Agreement, whether provisionally or definitively, in case of force majeure or in the event it should so be ordered by any relevant authority.

## 14.- EFFECTS OF CESSATION OF CONTRACT

In case of cessation of the Agreement for any cause whatsoever, the User will immediately delete, or make otherwise unusable, the Software and any copy thereof.

## 15.- INDEMNIFICATION

The User undertakes to indemnify and hold PrivateWave safe and harmless from and against any and all claim, damage, responsibility, loss and reasonable cost or expense, including legal costs and fees, arising out of any breach by the User of any representation, warranty or other clause of the Agreement.

## 16.- NOTICES

16.1. All written notices hereunder and any other communication from the User to PrivateWave in relation to the Agreement will only be valid and binding if made to the following e-mail address: support@privatewave.com

16.2. All written notices hereunder and any other communication from PrivateWave to the User in relation to the Agreement will be made to the phone number provided by the User during the installation procedure or the phone number of the Device on which the Software has been installed.

## 17.- PRIVACY

17.1. All data provided by the User will be processed by PrivateWave for the purposes and in the manners described herein below and in any case in full accordance with Legislative Decree 196/2003 (Personal Data Treatment Code) as subsequently amended.

17.2. The personal data are provided for the following purposes:

- (a) fulfilling the requirements connected with the conclusion and performance of the Agreement,
- (b) for statistical purposes and for the transmission of advertising materials, including by e-mail.

17.3. Data are processed for the purposes set out above both by automated and non-automated means for the time necessary to achieve the purposes for which they are gathered.

Specific security measures are observed to prevent data loss, unlawful or incorrect uses and unauthorized access. 17.4. Granting of personal data by the User is optional.

However, denial by the User to grant his personal data for the purposes specified in Article 17.2. para. (a) will entail the impossibility for the User to enter into the License.

On the other hand, the User's denial to grant his personal data for the purposes specified in Article 17.2., para. (b) will have no consequence with regard to conclusion of the License.

17.5. The data controller is PrivateWave Italia s.p.a., with office at Milan, Via Gaetano Giardino 1

17.6. The personal data granted to PrivateWave will be disclosed exclusively to the individuals expressly designed by the data controller to be in charge of the data processing and holding posts within the company structure qualifying them for the execution of the activities necessary to correctly manage the relationship with the User within the scope of the specified purposes.

17.7. The personal data processed by PrivateWave will not be disclosed or sold to any third party.

17.8. The data subjects may at any time exercise their rights under Article 7 of Legislative Decree 196/2003, and particularly the right to obtain confirmation of the existence or absence of any data concerning said data subject and the right to have such data corrected, integrated or cancelled, by sending a specific request to PrivateWave Italia S.p.A. or by sending an e-mail to the following e-mail address support@privatewave.com

### 18.- FINAL CLAUSES

18.1. The Agreement supersedes and replaces any and all preceding oral or written understanding between the parties in relation to the specific subject matter hereof.

18.2. Any and all amendment or addition to the Agreement will not be valid and binding unless made in writing.

18.3. PrivateWave may unilaterally amend one or more clauses of the Agreement, informing the User in writing; should any such amendment have substantive nature or be prejudicial to the User's interests, the User may withdraw within 10 days from its communication.

### 19.- APPLICABLE LAW AND JURISDICTION

The Agreement will be governed by Italian law. For any controversy arising out of or in connection with its interpretation and/or validity and/or performance, the Courts of Milan will have exclusive jurisdiction.

I agree

FIRST CLICK

For specific approval of the following clauses pursuant to Article 1341 Italian Civil Code:

Article 3 (Terms of use of the Software)

Article 4 (PrivateWave's warranties and liabilities)

Article 11 (Assignment of contract)

Article 12 (Termination of contract)

Article 13 (Force majeure)

Article 18 (Final clauses)

Article 19 (Applicable law and jurisdiction)

SECOND CLICK

Consent to personal data processing for the purposes of Article 17.2 para. (a)

CONSENT GRANTED

CONSENT DENIED

Consent to personal data processing for the purposes of Article 17.2 para. (b)

CONSENT GRANTED

CONSENT DENIED