



“SANUSMAP” General Terms and Conditions of Use for “MAP Partners”

These General Terms and Conditions of Use (hereinafter “T&Cs”) govern the contractual relations between:

SANUSLIFE Administration AG, a company registered in Switzerland having its registered office at Lindenstrasse 8/CH-6340 Baar (Zug), (administration@sanuslife.com), tax ID/VAT ID/registration no. CHE-245.046.413, hereinafter referred to as “PROVIDER” or “SLI,”

And

You as a contractor registered with the portal <https://sanuslife.com/eng/companies/enquiry-mp> as a “MAP Partner” intending to use one or more services provided by SLI in relation to the “SANUSMAP” app, hereinafter referred to as “you” or “MAP Partner”

1. **General**

- 1.1 “SANUSMAP” is a service made available at the internet domain <https://sanuslife.com/eng/planets/sanusmap> (hereinafter: “WEBSITE”) and via mobile applications (apps for Android and iOS) (hereinafter: “SANUSMAP”) by the PROVIDER, displaying drinking water stations and commercial services of the PROVIDER and of MAP Partners in a given area by means of an interactive map, including using the user’s geolocation.
- 1.2 By registering as a MAP Partner and/or by accepting these T&Cs you confirm that you are entering into this contract as a contractor, thus as a natural or legal person entering into this contract in the context of your commercial, business, artisanal or professional activities.
- 1.3 Your use of SANUSMAP and utilization of the services provided by it are subject to the provisions of a legally binding agreement between you and the PROVIDER. This legal agreement consists of:
 - a) These General Terms and Conditions of Use (hereinafter: “T&Cs”), which may be accessed at <http://sanuslife.com/eng/companies/enquiry-mp>;
 - b) The PROVIDER’s Privacy Policy, which may be accessed at https://sanuslife.com/eng/pages/display/privacy_policy; when activating the “SANUSPAY” function (available from July 2022; see Section 4.5 below): the SANUSPAY Terms of Use.
The terms and conditions and the data protection declaration of the PROVIDER as well as the other agreements under (c) are hereinafter referred to collectively as the “PROVISIONS”.
- 1.4 The TERMS govern the relations between you and the PROVIDER in connection with your use of SANUSMAP along with the other benefits arising from the MAP Partner relationship and form an integral part of all agreements made between you and the PROVIDER in connection with your use of SANUSMAP. Different or additional provisions shall only apply if expressly agreed.
- 1.5 Where you use SANUSMAP features not only for utilizing the services provided for MAP



Partners, but also as an end user, the T&Cs for end customers (<https://sanuslife.com/deu/pages/display/agb>) shall also apply to such latter use.

- 1.6 Your utilizing SANUSMAP services as a MAP Partner may also be subject to further normative or contractual provisions, including those originating from third-party providers collaborating with the PROVIDER where these are required for the provision of the services or you make use of them.
- 1.7 SANUSMAP content is provided in various languages. The TERMS are available in German, Italian and English. However, only the German version of the TERMS and of SANUSMAP content is authoritative for your contractual relationship with the PROVIDER.
- 1.8 The TERMS shall not be overridden by any other T&Cs and shall in any event apply to the contractual relationship between the MAP Partner and SLI concerning SANUSMAP services for MAP Partners, unless their applicability has been abrogated expressly and in writing prior to your use of such services and such abrogation has been confirmed in writing by SLI.

2. Entering into the MAP Partner contract and acceptance of the TERMS

- 2.1 To use the PROVIDER's services for MAP Partners, you must first accept the TERMS. By visiting the WEBSITE as a MAP Partner and/or by using the SANUSMAP features for MAP Partners you declare having read and accepted the TERMS in effect at the time of your use. You should print out the TERMS or save a local copy of them for your records.
- 2.2 You must not use the SANUSMAP features for MAP Partners or accept the TERMS if you:
 - a) Are not of the legal age for entering into a binding contract with the PROVIDER, or
 - b) You are or your business is barred from receiving and using SANUSMAP and the corresponding services by the PROVIDER and/or from conducting the business activity connected with it by the laws of the country in which you operate or from which you access and use such services, or you are or your business is otherwise legally prohibited from doing so.
- 2.3 The PROVIDER reserves the right to modify the TERMS at any time in whole or in part at its sole discretion and without giving reasons. In that event, any modifications to the TERMS shall take effect upon their publication on the WEBSITE. By using SANUSMAP and the PROVIDER's services connected with it after publication of such modifications, you shall be deemed to accept the modified TERMS. You should check the TERMS regularly for modifications.

3. Subject matter of the contract: your advertisement on SANUSMAP.

- 3.1. SANUSMAP is a software solution providing an interactive map for its users, including using their geolocation, and allowing MAP Partners to publish their commercial services on this MAP. With SANUSMAP, the PROVIDER thus provides an information and advertising platform on the internet and in apps allowing you to present your business to SANUSMAP users (both registered users and unregistered users) and to advertise your services and certain products.
- 3.2. The SANUSMAP services are provided by the PROVIDER as software-as-a-service (SaaS). The subject matter of the contractual relation between you and the PROVIDER is thus the time-limited, non-exclusive permission to use software on the internet against payment. To that end, the PROVIDER will save the software on a server accessible to you and all users via the WEBSITE and via mobile applications (apps for Android and iOS). The PROVIDER



may at any time and at its sole discretion make modifications to **SANUSMAP** and/or the **WEBSITE** and may at any time make available updated versions of **SANUSMAP** and/or the **WEBSITE**.

- 3.3. For the **SANUSAPP** function to be utilized for MAP partners, either the **WEBSITE** or the **SANUSAPP** application can be used to view your company's data, including your line of business, address, contact details, website address (inc. as a link), as well as relevant information and images for advertising purposes and to make them visible in the **SANUSAPP** for its users (both for registered and non-registered users) (so-called advertising space). Once you have successfully upgraded to MAP Partner, an advertising space will automatically be created with the your data.
- 3.4. Since **SANUSMAP** is purely an information and advertising platform, you are yourself responsible for the content and the information you publish in **SANUSMAP** as a MAP Partner. The **PROVIDER** shall not be liable in respect of the content and information so published, nor for any products and/or services made available by you to end users in connection with their use of **SANUSMAP**. This shall also apply to drinking water pursuant to item 4 below. The sole liability for all these services vis-à-vis the end customer rests with you.
- 3.5. In using **SANUSMAP**, you must not make available or otherwise use content, information, products and/or services infringing the rights of third parties (in particular in the area of data protection, competition, patent and/or trademark and/or other industrial property law) or violating any statutory provisions (in particular those of public order and criminal law). In particular, you undertake to observe the guidelines applicable to advertising in your area of business; in Italy, this includes, in particular, the "Codice di Autodisciplina della Comunicazione Commerciale" (Self-regulatory code for commercial communications) by the Italian advertising industry (Istituto di Autodisciplina Pubblicitaria) as amended from time to time, accessible at <https://www.iap.it/codice-e-altre-fonti/il-codice-il-codice-di-autodisciplina-della-comunicazione-commerciale/>.
You also acknowledge that contents including but not limited to the following are prohibited in any case:
 - a) Contents infringing the copyright, trademark and patent rights or other industrial property rights of third parties;
 - b) Pornographic or sexually explicit contents;
 - c) Advertising or provision of illegal services such as prostitution, illegal drugs, weapons, people trafficking;
 - d) Depiction of violence, accidents, dead bodies or similar, racist contents;
 - e) Misleading content and, in general, any content violating the rules of fair competition and/or other guidelines applicable to advertisements in your country of business or your industry; in Italy, this includes, in particular, the "Codice di Autodisciplina della Comunicazione Commerciale" (Self-regulatory code for commercial communications) as amended from time to time.
- 3.6. The **PROVIDER** is entitled to check the content you have created at any time and in its sole discretion and, if necessary, remove it should he/she deem it fails to comply with the applicable guidelines or laws.
- 3.7. You undertake to indemnify the **PROVIDER** against any claims by third parties relating to any infringement of rights in connection with the content and information published by you on **SANUSMAP** or the **WEBSITE** and to compensate the **PROVIDER** for any costs or damages incurred by it directly or indirectly as a result of any infringement of rights.



- 3.8. By transferring your data and images to the PROVIDER for publication on **SANUSMAP**, you grant the PROVIDER a worldwide, non-exclusive license, free of charge, to the corresponding content and all rights connected with it (including copyright, patent, trademark and other industrial property rights), so that these can be published and made available as part of **SANUSMAP** and its developments. In addition, the PROVIDER may at any time use any content created by you as part of your use of **SANUSMAP** for its own purposes, including marketing purposes. This license is not time-limited and is irrevocable. Any property rights in the relevant contents shall be unaffected. The PROVIDER accepts no liability in connection with the use of your content and/or your rights.
 - 3.9. The PROVIDER shall be entitled to display or to have displayed advertising and promotions of its own company and of other MAP Partners and of other third parties as part of **SANUSMAP**. The MAP Partner shall not be granted any local or sector-specific exclusivity in the display of its advertisement on **SANUSMAP**. However, the PROVIDER shall ensure that the display of advertising and/or promotions by the PROVIDER or by third parties does not obstruct the visibility of the MAP Partner's commercial promotions or impair the functionality of **SANUSMAP**.
 - 3.10. As a MAP Partner, you acknowledge that **SANUSMAP** may also contain comments on your services and reviews of your business by users. You may, however, disable this comment function on your dashboard under 'Your marker data'. If, however, this function is enabled, please note that the PROVIDER has no control over these comments and reviews created by users and as purely a provider is not therefore liable for their content vis-à-vis you. If, however, you consider a review or a comment to be inappropriate or illegal, you may report this fact to the PROVIDER; the PROVIDER will then at its sole discretion check the review or comment and, as the case may be, remove it if in its option it does not comply with applicable guidelines or law.
- 4. Your provision of drinking water to SANUSMAP users. Other contractual services and agreements.**
- 4.1. As a MAP Partner, you may, by means of an appropriate entry in the **SANUSMAP** application, optionally commit to making available drinking water to **SANUSMAP** users during the usual opening hours of your business. It is your decision whether this service is provided free of charge or against payment and whether you provide alkaline or ionized water. However, you commit to abide by the offers and information voluntarily provided by you on **SANUSMAP**.
 - 4.2. In the event that you wish to provide alkaline or ionized water, you also commit to producing and providing this water exclusively by using SLI's ECAIA product line.
 - 4.3. In the event that SLI receives complaints by end users regarding the provision of water voluntarily published by you on **SANUSMAP** or any other services or products provided by you in connection with the water, and/or that you violate one of the two preceding provisions, SLI shall first offer you the opportunity to comment on the matter. In the event that SLI subsequently determines that a breach of contract has occurred, SLI will grant you a period of 5 days to restore conformity with the contract. If you fail to do so



or fail to do so within the specified period, SLI shall be entitled to terminate the contract without notice pursuant to Art. 1456 of the Codice civile [Italian civil code].

- 4.4. As a MAP Partner, you will participate in SLI's project "SANUS**PLANET** – we ♥ nature" free of charge for the duration of the contractual relationship. This will include, among other things, the following services on the part of SLI:
- Listing your company in the SANUS**MAP** application as a project partner;
 - Free availability of a standard set of the current SANUS**PLANET** advertising materials and information brochures – you can purchase additional materials in the SANUS**STORE** at any time if you so wish;
 - A free non-exclusive license for the commercial use of the label "SANUS**PLANET** – we ♥ nature" throughout the term of the contractual relationship.
- 4.5. As a MAP Partner, you can also participate in the sale of SLI products as a reseller and / or to use the SANUS**PAY** payment function of the "SANUS**COIN**", which should be available starting from July 2022, by clicking on the Activate the corresponding functions in the reserved area of the SANUS**APP**, or select them during registration which will activate them. Keep in mind:
- a. Activation of the "Reseller" function: The purchase and sale of SLI products, in particular the MY WATER BOTTLE, must be carried out in compliance with the following PROVISIONS and in particular those outlined in Section 5 below.
 - b. Available from July 2022 - activation of the "SANUS**PAY**" function: To use the digital currency SANUS**COIN**, the corresponding terms of use, published on the WEBSITE at (www.sanuscoin.com) apply.
- 4.6. Upon your activating the "Reseller" function, SLI shall use its sole discretion to accept you as a reseller of its products. Subsequently, you will benefit from the wholesale discount applied by SLI at any given time for all purchases from the "SANUS**PLANET**" range available at any given time. Your admission as a reseller shall be subject to, in particular:
- (i) Your being permitted to act as a retailer in accordance with the law and regulations applicable at your site of business;
 - (ii) Your express acceptance of the relevant contractual provisions for resellers;
 - (iii) SLI being satisfied that your range of products fits with SLI's sales strategy.
- Furthermore, SLI reserves the right to make activating the "Reseller" function subject to a first minimum order.
- 4.7. Upon your activating the "SANUS**PAY**" function, SLI shall use its sole discretion to accept you as a participant of the SANUS**COIN** payment system. This shall be subject to, in particular, your express acceptance of the relevant terms of use. Once you have been accepted as a SANUS**COIN** merchant, SLI will make available the relevant devices/applications as provided for in the above-mentioned terms of use for SANUS**COIN** merchants.
- 4.8. SLI reserves the right, at its own discretion, to accept you as a participant in the SANUS**COIN** payment system after activating the "SANUS**PAY**" function (available from July 2022). The express acceptance of the relevant terms of use is a prerequisite. Following your acceptance as the owner of a SANUS**COIN** acceptance point, SLI will make the corresponding devices / applications available, as provided for in the aforementioned



terms of use for SANUSCOIN acceptance points.

5. Special provisions for resellers (“RESELLERS”).

If you activate the “Reseller” function, the following special provisions shall apply to you (hereinafter also referred to as “RESELLER”):

- 5.1. Resale by retail. As a RESELLER, you may purchase SLI’s “SANUSPLANET” range of products available at any given time for the purpose of resale and resell it to end customers by retail. In this context, you warrant that you are permitted to operate as a retailer in accordance with the laws and regulations applicable to your site of business. You assure SLI that you will not sell to customers who you assume or have reason to assume are purchasing SLI products for resale purposes.
- 5.2. No online sales or distance selling. The sale of SLI products to end customers must only be made by direct retail at your company’s sites of business and points of sale. As a RESELLER, you must not therefore, in particular, sell the products purchased from SLI online or otherwise by distance selling; the use of sales representatives or further resellers is likewise prohibited. If you fail to comply with this provision, SLI shall be entitled to terminate the contract without notice pursuant to Art. 1456 of the Codice civile.
- 5.3. No exclusivity. You will not be granted local or sector-specific exclusivity for your activity as a RESELLER. You therefore acknowledge the possibility that third parties in your area may sell the same products.
- 5.4. Available products. You can view the range of products currently available from SLI at [https://sanuslife.com/deu/store/categories/view/802_SANUSPLANET-Produkte]. However, SLI cannot guarantee that all products from the range will always be available at any given time. Furthermore, SLI reserves the right to remove individual products or product lines temporarily or definitively from stock and/or to introduce new ones. The RESELLER shall have no claim for damages or compensation if individual products are temporarily or permanently unavailable.
- 5.5. Orders – Orders transmitted to SLI by the RESELLER must be placed via the SANUSMAP application or online in the login area provided for that purpose in SANUSSTORE, must contain all the data required to determine the products requested and will only become binding for SLI once the order has been confirmed.
SLI shall be entitled, at its sole discretion, to accept or refuse the orders placed by the RESELLER. In particular, SLI may refuse orders not meeting the minimum orders stated in the product range at [https://sanuslife.com/deu/store/categories/view/802_SANUSPLANET-Produkte].
- 5.6. Purchase price – Except where otherwise agreed in writing between the parties, the purchase prices for the RESELLER with SLI will be those stated in the price list in effect at the time the order is placed and are quoted EXW SLI warehouse in Bozen (Ex Works, Incoterms 2020). The price list in effect at the time of activating the Reseller function shall be that published at <https://sanuslife.com/eng/companies/packages-mappartner> at that time. SLI may modify the price list; any changes to the price lists made by SLI shall take effect on the date when the RESELLER is notified of this.
- 5.7. Resale prices – The RESELLER may freely determine the resale price of the products for its own customers but must not operate a pricing policy which damages the image of the products and must align its pricing policy with any business guidelines and market policies



communicated by SLI. The recommended retail price shall be the price of the products for "FREE User" end customers stated in SLI's own **SANUSSTORE** online store (https://sanuslife.com/eng/store/categories/view/802_SANUSPLANET-Produkte).

- 5.8. Payments and payment periods – Except where otherwise agreed between the parties, payment of individual orders must be made by the RESELLER alongside the order/order confirmation in euros or cryptocurrency in accordance with the conditions and terms of payment published on **SANUSSTORE** at [<https://sanuslife.com/deu/pages/display/agb>]. It is hereby agreed that the products shall remain the property of SLI until paid for in full by the RESELLER. If the RESELLER fails to comply with the payment periods and/or conditions of the intended payment, SLI shall be entitled to suspend or postpone any pending deliveries. In any event, SLI shall be entitled to interest on arrears pursuant to Art. 5 of Legislative Decree No. 231/2002 on the amounts not paid or paid late by the RESELLER.
- 5.9. Import permits and regulations of the territory in which the point of sale is located – It is the RESELLER's own responsibility to apply for, to pursue and ultimately to obtain from the competent local authorities any and all permits and documents such as licenses, certifications and import permits required for the sale and advertisement of SLI products at the point of sale.
- 5.10. Delivery times – In no case do the delivery dates stated in the order confirmation constitute firm deadlines. Nevertheless, SLI shall notify the RESELLER of any circumstances arising after the order confirmation and outside its control likely to cause a delay with regard to the agreed delivery times. In this event, the parties shall jointly agree new delivery times compatible with the situation.
- 5.11. Transfer – The transfer of title and concomitant transfer of risk to the RESELLER shall always be deemed to occur at SLI's site of production or warehouse at the time of the loading of the goods onto the transportation vehicle of the carrier commissioned with their transportation, irrespective of any agreements regarding transportation costs.
- 5.12. Warranty – SLI warrants that the products are free from defects in material and workmanship and that their quantity and quality correspond to the specifications stated in the order confirmation. The RESELLER must check the products on receipt and notify SLI in writing of any faults, shortages or other quality defects within 8 (eight) days following receipt of the products, failing which any claims in respect of such defects shall be forfeited. Any claims in respect of hidden defects of the products must be made in writing within 8 (eight) days of their being detected and no later than within twelve (12) months following the transfer of the products to the RESELLER.

In any event, SLI shall be entitled to verify the faults and quality defects detected by the RESELLER by such means as it deems appropriate. No warranty shall apply to any defects or damage caused by the RESELLER or by customers to whom it has sold the products by lack of care or improper handling.

Where SLI acknowledges the presence of defects or the nonconformity of the products, it will either cause the products to be exchanged or – where possible – repaired free of charge ex works, or issue a credit note for the invoice value of the defective products.

Any other form of warranty and/or liability for direct, indirect, accidental or consequential damage that might be due to the presence of the defects is expressly excluded.

- 5.13. Reseller's warranties – Irrespective of any product warranties provided by SLI, the RESELLER may at its sole discretion and on its own responsibility provide additional contractual warranties to its customers. There shall be no recourse towards SLI for such warranties or



any statutory warranties by RESELLER in its contractual relation with its customers.

6. SANUSMAP user fee.

- 6.1. Irrespective of any discount campaigns by the PROVIDER, the use of **SANUSMAP** is provided for a fee on the basis of a subscription contract. By registering on the WEBSITE or by creating a user account, you make a binding declaration of intending to utilize **SANUSMAP** for a fee. All prices and other costs of using **SANUSMAP** are available on the WEBSITE and are net of any statutory taxes and/or other charges. **SLI** reserves the right to periodically adjust these prices unilaterally.
- 6.2. The subscription contract begins on the day the contract is concluded and is limited to a period of one (1) year. It is automatically extended for another year if it is not terminated in writing by a contractual partner with one (1) month's notice to the end of a contractual year. The termination of the subscription contract will delete your user account including all data. You are responsible for backing up your data in good time before the end of the contractual relationship (e.g. by downloading it).

The costs for the use of the **SANUSAPP** are due annually (first one starts from August 2023), in advance at the beginning of each contractual year. The due date is notified via email and the **SANUSAPP** application, where the following costs are to be paid in the form of an annual user fee. The corresponding amount is also displayed in your login area in the **SANUSSTORE** under "Annual fee". After receiving the request for payment, you are obliged to pay the annual user fee in advance without any deductions. The invoice will be issued following a receipt of payment.

- 6.3. Payment can only be made by the methods of payment stated on the WEBSITE and in the **SANUSMAP** app. The conditions and terms of payment for **SANUSSTORE** published from time to time at <https://sanuslife.com/deu/> shall have effect. The PROVIDER reserves the right to modify the conditions of payment.
- 6.4. Should you be in default of payment, even in part, the PROVIDER shall be entitled to suspend its contractual services, to remove your content from **SANUSMAP** and to block your access to your user account. In any event, the PROVIDER shall be entitled to pursue any further claims in connection with the default of payment.

6a. Free MAP partnership; Requirements; Scope of services; Obligations of the MAP partner

- 6a.1. As a non-profit organization / association / union, you may register as a free MAP Partner. As part of the free MAP partnership, the MAP Partner does not incur any fees in accordance with Section 6 of the relevant GTC; Instead, the MAP Partner is subject to the obligations listed in Paragraph 6a.4.
- 6a.2. The registration of a free MAP partnership is at the sole discretion of the PROVIDER. Specifically, you cannot register as part of a free MAP partnership.
- 6a.3. As part of the free MAP partnership, the MAP Partner receives the services outlined in Section 3 and 4 of the terms and conditions. In addition, he/she receives a free PREMIUM membership as a sales partner or member (**SANUSBUSINESS**) with VIP status of the PROVIDER and is subject to the rights regulated in the distribution terms (i.e. sponsorship in the form of commissions, provision of a personalized website) and obligations.
- 6a.4. In return, the free MAP partner has the following obligations during the contractual period:
 - a. Sending at least 8 newsletters a year made available by the PROVIDER via the company's own newsletter in compliance with the relevant legal provisions,
 - b. Social media advertisement via the PROVIDER, **SANUSPLANET**, **SANUSLIFE**,



SANUS**COIN** and / or the SANUS**APP** app on all social media channels operated by the MAP Partner, at least 8 postings per year, and

- c. Advertisement of the SANUS**LIFE**, SANUS**PLANET** and / or SANUS**COIN** logos of the PROVIDER along with mentioning the PROVIDER on the website of the MAP partner,
- d. Granting of the necessary non-exclusive rights of use his company logo or other company identifier as reference on the PROVIDER's website and social media channels

6a.5. In addition, further provisions of these terms and conditions apply to the free MAP partnership.

7. Other terms of use for SANUSMAP.

- 7.1. You may only use SANUS**MAP** and the relevant content within the scope of use as contractually agreed, thus only for advertising your business and its services. You do not have any further rights. Any other use shall require prior written approval by the PROVIDER.
- 7.2. If you exceed the scope of use as contractually agreed or otherwise make or permit others to make unlawful use of SANUS**MAP** or of SANUS**MAP** content, the PROVIDER may suspend its services and block your access to SANUS**MAP** and/or terminate the contractual relationship forthwith. In that event you will be liable for any consequent damage and/or claims by third parties and will be obligated to indemnify the PROVIDER against any claims by third parties.
- 7.3. SANUS**MAP** is the exclusive property of the PROVIDER. By using SANUS**MAP** you do not acquire any claims or rights to SANUS**MAP** or its content, in particular the software or the WEBSITE. Any copyright, patent, trademark and other industrial property rights remain with the PROVIDER. You are not permitted to copy, reverse engineer, reproduce, dispose of or temporarily cede, let or lend SANUS**MAP**, the WEBSITE and/or any software of the provider in whole or in part.
- 7.4. You are obligated to take any necessary and/or appropriate measures to prevent any unlawful and/or non-contractual use of SANUS**MAP**. If you become aware or ought to become aware of any impending unlawful or non-contractual use, you are required to notify the PROVIDER of this without undue delay. You are obligated to protect your login details and identification and authentication information assigned to you from being accessed by third parties and to refrain from disclosing them to unauthorized parties.
- 7.5. The PROVIDER shall be entitled, at any time and at its sole discretion, to take any technical or other measures to protect SANUS**MAP** from any non-contractual use and/or to introduce further terms of use.

8. PROVIDER's exclusion of warranty

- 8.1. The services provided by SANUS**MAP** including the contents and services of the WEBSITE as well as any alias pages of the PROVIDER are made available "as seen," and SLI makes no warranty or guaranty in this respect.
- 8.2. Thus, the PROVIDER accepts no liability for any permanent or temporary errors, omissions, disruptions, deletions, defects, delays and/or cessation in or of the operation, transmission and/or availability of the content and services of SANUS**MAP**, outages of the



communication lines, unauthorized access to, theft or loss of and/or damage to data provided, created or received by you as part of your use of **SANUSMAP**. Furthermore, the PROVIDER shall not be liable for any problems or technical faults in connection with the mobile internet, telephone networks or lines, online systems, servers or providers, computer equipment, software or for any outages of emails or of the service provider for processing electronic payments caused by technical problems or data congestion on the internet, or any combination thereof. The PROVIDER shall also not be liable for any modifications it may make to **SANUSMAP**.

- 8.3. The PROVIDER can also not be held liable for any content and information that you have made available to third parties via **SANUSMAP** or the WEBSITE being misused by such third parties.
- 8.4. Thus, in particular but not limited to the following, SLI does not warrant or guarantee that:
 - Your use of **SANUSMAP** will not be interrupted and/or will be timely, safe and/or free of errors and faults; however, in this event, the PROVIDER will make every effort to restore the availability of **SANUSMAP** as soon as possible;
 - Your use of **SANUSMAP** will meet your expectations and/or your advertisements on **SANUSMAP** will have the appropriate commercial success;
 - Any information received by you while using **SANUSMAP** is accurate or reliable;
 - Comments and reviews by **SANUSMAP** users are objective and/or correct;
 - Any faults with the operation or functionality of any computer programs provided to you as part of the PROVIDER's services will be remedied.
- 8.5. In no case shall the PROVIDER be liable for any damage (including collateral, indirect or consequential damage and loss of profits) directly or indirectly arising from your use of **SANUSMAP**, except in cases of intent or gross negligence.
- 8.6. The PROVIDER is not a party to the contract for any services provided by you to end customers as part of or in consequence of your use of **SANUSMAP**. The PROVIDER makes no warranty or other guaranty for the content, information, products and services made available by you to end customers in connection with your use of **SANUSMAP**, nor for any comments and reviews about your services and products posted by end customers on **SANUSMAP** or in other applications and websites on the internet.
- 8.7. Any other conditions, guaranties or other provisions (including any provisions regarding satisfactory quality, fitness for purpose, or conformity with descriptions) shall not be applicable to the PROVIDER's services, unless expressly otherwise stated in these T&Cs.
- 8.8. The exclusions and/or limitations of liability of the PROVIDER contained in this item 8 shall not apply in the event of intent or gross negligence.

9. Termination and rescission of contract.

- 9.1. The contractual relationship may be duly terminated by either party giving one (1) month's written notice expiring at the end of any contract year as provided for in Article 5.2 of these terms.
- 9.2. Notwithstanding any other reasons for termination provided by law or this contract, the PROVIDER shall be entitled to terminate the contractual relationship with immediate effect in one or more of the following events:
 - a) The opening of insolvency or similar proceedings against the MAP Partner;
 - b) Cessation of payments by the MAP Partner, assignment of business units to satisfy



creditors as part of restructuring the MAP Partner;

- c) Liquidation and/or winding up of the business of the MAP Partner and/or cessation of business activities on the part of the MAP Partner for any other reason;
- d) Termination of any existing contractual relationship between SLI and the MAP Partner as a reseller for reasons of serious non-compliance on the part of the MAP Partner with the contractual terms for resellers;
- e) Termination of any existing contractual relationship between SLI and the MAP Partner in connection with "SANUSPAY" for reasons of serious non-compliance on the part of the MAP Partner with the contractual terms for SANUSCOIN merchants;

9.3. Express cancelation clause. If you violate any one of the provisions in these T&Cs pursuant to items 3.5, 3.7 (responsibility for content and obligation to indemnify), 4.8 (confidentiality), 7.2 (non-contractual use), 7.3 (infringement of copyright or other industrial property rights of the PROVIDER), 7.4 (disclosure of login details to third parties), this shall constitute a serious and essential non-compliance in accordance with Art. 1455 of the Codice civile, and the PROVIDER can terminate the contractual relationship in accordance with Art. 1456 of the Codice civile, notwithstanding any further claims and compensation for any damage incurred.

9.4. In addition, the PROVIDER shall in any event have the right to extraordinary termination of the contract without notice for reasons of serious non-compliance on the part of the MAP Partner if the MAP Partner grossly violates the terms of this contract and does not remedy the contract violation within a period of 15 (fifteen) days from the PROVIDER's written demand to the PROVIDER's full satisfaction. The PROVIDER has the right to extraordinary termination without notice especially in the event that SANUSMAP users repeatedly report the MAP Partner. The PROVIDER shall be entitled to damages within the scope of statutory provisions.

9.5. In the event of the termination of the contractual relation for whatever reason, you will be obligated to cease using the designation "SANUSPLANET – we ♥ nature" and any other trademarks or slogans of the PROVIDER used by you on the basis of the TERMS and to return to SLI, on demand, any and all information materials relating thereto.

9.6. In the event of the termination of the contract, the MAP Partner shall have no right to any remuneration or compensation for the costs incurred and/or goodwill and/or any other advertisements of SANUSMAP, of the project "SANUSPLANET – we ♥ nature" or of any other SLI products. This shall also apply if the MAP Partner has been active as a RESELLER.

10. Notifications.

10.1. Any notification sent to the MAP Partner in connection with the contractual relationship shall be deemed duly delivered if it has been sent by certified mail, return receipt requested, certified email, ordinary email or notification in the SANUSMAP app to the contact details entered on the dashboard by the MAP Partner itself.

10.2. Notifications to the PROVIDER in connection with the contractual relationship must mandatorily be sent by certified mail, return receipt requested, certified email or ordinary email to the following address: SANUSLIFE Administration AG, Lindenstrasse 8/CH-6340 Baar (ZG) administratino@sanuslife.com

11. Applicable law and legal venue. Place of fulfillment.

11.1. Any relations between the parties to the contract including these T&Cs shall be governed



by Italian law excluding any conflict of law provisions.

11.2. The exclusive legal venue for all disputes arising from or in connection with the relations

between the parties to the contract, including these T&Cs, shall be a competent court of law in Bozen, Italy.

11.3. The place of fulfillment for all services that are the subject matter of this contract shall be the registered office of the PROVIDER.

12. Final provisions.

12.1. Should one or several clauses of the TERMS be or become invalid and/or ineffective, this shall not affect the validity and effect of any other terms.

12.2. Should you violate one or several clauses of the TERMS, any tolerance of such violation on the part of the PROVIDER shall in no case entail the PROVIDER's waiver of its rights and of any other effects in accordance with the terms concerned, nor its waiver of the right to complete fulfillment of the obligations and conditions of the contractual relationship and/or the TERMS.

Within the meaning and for the purposes of Articles 1341 and 1342 of the Italian civil code, you as a MAP Partner hereby declare having read the following clauses and provisions of these T&Cs and your specific acceptance of each of them:

Item 2.3 (changes to the TERMS), item 3.2 (scope of services), item 3.6 (removal of content), item 3.8 (use of content), item 3.9 (advertising by the provider and third parties), item 3.10 (no liability for content by third parties), item 4.2 (use of water ionizers), item 4.3 (termination in case of violation of the terms for the provision of water), item 4.6 (reseller activation –minimum order), item 4.7 (SANUSPAY activation), item 4.8 (confidentiality), item 5.1 (sale only to end users), item 5.2 (no distance selling, express cancelation clause), item 5.3 (availability of the products), item 5.5 (acceptance of products, minimum orders), item 5.7 (resale prices), item 5.8 (retention of title), item 5.10 (delivery times), item 5.12 (warranty for the sale of the products), item 5.13 (no further warranties for the sale of the products), item 6.1 (subscription prices, adjustment), item 6.2 (term and tacit renewal of subscription), item 6.3 (advance payment), item 6.5 (consequences of default of payment), item 7.1 (scope of use), item 7.2 (impermissible use), item 7.3 (property of SANUSMAP and scope of license), item 7.4 (protection of login details), item 7.5 (modifications, further terms of use), item 8.1 and item 8.2 (exclusion of warranty and liability), item 8.3 (liability for actions by third parties), item 8.4 (details of exclusion of warranty), item 8.5 (exclusion of indirect damages), item 8.6 (no liability for content by third parties), item 9.2 (grounds for termination without notice), item 9.3 (express cancelation clause in case of contract violation), item 9.6 (exclusion of compensation at end of contract), item 11.2. (legal venue), item 11.3 (place of fulfillment)

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