



## “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:

(1) **SANUSLIFE INTERNATIONAL GmbH**, a company registered in Italy having its registered office at Luigi-Negrelli-Str. 13/C, I-39100 Bozen (BZ), tax ID/VAT ID/registration no. 02645410214, having a capital of €50,000.00, represented by its CEO, Mr. Ewald Rieder, hereinafter referred to as “PROVIDER” or “SLI,”

and

(2) 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](https://sanuslife.com/eng/pages/display/privacy_policy);
  - c) Only in the event that the “**SANUSPAY**” functionality (cf. Item 4.5 below) is activated: the terms of use of **SANUSPAY**, published on the WEBSITE at ([www.sanuscoin.com](http://www.sanuscoin.com)).

The PROVIDER’s T&Cs and Privacy Policy along with the further terms pursuant to point (c) will hereinafter be jointly referred to as “the TERMS”.

- 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/aqb>) 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. To utilize the SANUSMAP features for MAP Partners, you have the opportunity to upload your company data including industry sector, address, contact details, website address (including as a link) and related information and images for advertising purposes via the WEBSITE or via the SANUSMAP app and so to make them visible in SANUSMAP to its users (both registered and unregistered users).
- 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 shall be entitled to check the contents created by you at any time and at its sole discretion and, as the case may be, to remove it if in its opinion they do not comply with applicable guidelines or law.
- 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 "SANUSPLANET – 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 SANUSMAP application as a project partner;
  - Free availability of a standard set of the current SANUSPLANET advertising materials and information brochures – you can purchase additional materials in the SANUSSTORE at any time if you so wish;
  - A free non-exclusive license for the commercial use of the label "SANUSPLANET – we ♥ nature" throughout the term of the contractual relationship.
- 4.5. As a MAP Partner, you also have the opportunity to take part in the sale of SLI products as a reseller and/or to make use of the SANUSPAY payment function of "SANUSCOIN" by activating the relevant functionality in the reserved area of the SANUS APP or by choosing and thus activating this option at the time of registering. The following provisions shall apply:
- a. Activating the "Reseller" function: The purchase and sale of SLI products, in particular of MY WATER BOTTLE, must be made in compliance with these TERMS, in particular those under item 5 below.
  - b. Activating the "SANUSPAY" function: The use of the SANUSCOIN digital currency is subject to the relevant terms of use as published on the WEBSITE at ([www.sanuscoin.com](http://www.sanuscoin.com)).
- 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 "SANUSPLANET" 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 "SANUSPAY" function, SLI shall use its sole discretion to accept you as a participant of the SANUSCOIN 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 SANUSCOIN merchant, SLI will make available the relevant devices/applications as provided for in the above-mentioned terms of use for SANUSCOIN merchants.
- 4.8. Confidentiality: As a MAP Partner, you must not, during the term of the contractual relationship or after its termination, disclose any technical or commercial information from SLI obtained by you in the course of the contractual relationship to any third party, or use such information for any purpose not provided for in this contract.

## 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](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](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](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 shall start on the date of entering into the contract and shall be limited to a term of one (1) year. It shall renew automatically by a further year unless terminated in writing by one of the contracting parties giving one (1) month's notice before the end of a contract year. Terminating the subscription contract will result in your user account including all data being deleted. It is your own responsibility to save your data in good time before the end of the contractual relationship (e.g., by downloading it).
- 6.3. The costs of using SANUSMAP shall be due annually in advance, at the beginning of each contract year. You will be notified by email and via the SANUSMAP app when the costs are due and requested to pay these costs in the form of an annual user fee. The appropriate amount will also be displayed in your login area on SANUSSTORE under "Annual Fee". Upon receipt of this demand for payment, you are required to pay this annual user fee in advance without deductions. An invoice will be issued on receipt of payment.
- 6.4. 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.
- 6.5. 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.

## **7. Other terms of use for SANUS-MAP.**

- 7.1. You may only use SANUSMAP 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 SANUSMAP or of SANUSMAP content, the PROVIDER may suspend its services and block your access to SANUSMAP 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. SANUSMAP is the exclusive property of the PROVIDER. By using SANUSMAP you do not acquire any claims or rights to SANUSMAP 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 SANUSMAP, 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 SANUSMAP. 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 SANUSMAP 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 SANUSMAP 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 SANUSMAP, 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 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 INTERNATIONAL GmbH/s.r.l., Luigi-Negrelli-Str. 13/C, I-39100 Bozen (BZ), PEC [Italian certified email] sanuslife@legalsmail.it, email info@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 SANUS-MAP 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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