

GENERAL TERMS AND CONDITIONS

Provision only applicable to distance selling relating to the “AMICIMI Panic button”:

The consumer is entitled to inform AMICIMI of the fact that he wishes to cancel the purchase without payment of a fine and without indication of a motive, within a period of 14 calendar days as from the day following the day on which the Agreement is entered into.

This announcement must be made by registered letter addressed to AMICIMI BVBA, with registered office at 8000 Brugge, Vlamingdam 40.

Should the Customer decide to cancel the purchase, the goods must be returned within the above-mentioned period, at the Customer's expense and in the original packaging, which must not be opened.

Provision applicable to the delivery of the “AMICIMI Services”:

The Agreement relating to the “AMICIMI Services” takes effect immediately on the date on which the Agreement is entered into and after delivery of the "AMICIMI Panic button" to the Customer. The Agreement relating to the “AMICIMI Services” is entered into for an initial term of one, two or three years, as desired by the customer. If the Customer terminates the agreement before the expiry of the initial term, the Customer will owe AMICIMI a compensation equalling the amount payable until the expiry date of the initial term of the Agreement. As the Fees for the “AMICIMI Services” for the initial term selected by the Customer are paid in advance, these Fees will be acquired permanently by AMICIMI without having to deliver any further “AMICIMI Services” to the Customer. After the expiry of the initial term the Agreement relating to the “AMICIMI Services” a new Agreement can be entered for a period of one, two or three years.

DEFINITIONS:

Agreement: The Agreement is an agreement entered into between the Customer specified in the Specific Terms and Conditions and AMICIMI BVBA, with registered office at 8000 Brugge, Vlamingdom 40 (web site: www.AMICIMI.com ; e-mail address: info@AMICIMI.com) and with company number 0548.800.066 1, relating to the delivery of the “AMICIMI Panic button” and the “AMICIMI Services”, as described in the Specific Conditions. This Agreement comprises the General Terms and Conditions as well as the Specific Terms and Conditions.

Damage: damage, as determined in the applicable legislation, including but not limited to all claims, losses, liability, damage, legal actions, demands or costs (including but not limited to all reasonable lawyers' fees or legal expenses which a Party may incur as a result of or in connection with the performance of the present Agreement.

Fee: the amounts charged by AMICIMI to the Customer for the delivery of the “AMICIMI Panic button” and/or the “AMICIMI Services” as well as possible additional Services agreed upon between the Parties. These amounts can be adjusted in accordance with the provisions of the present Agreement.

AMICIMI Panic button: the product to be delivered by AMICIMI on the basis of the present agreement, as specified in the Specific Terms and Conditions.

AMICIMI Services: the services to be delivered by AMICIMI on the basis of the present agreement, as specified in the Specific Terms and Conditions.

Securitas Alert Services: NV Securitas Alert Services, with registered office at 1120 Brussels, Sint-Lendriksborre 3 and with company number 0461.363.870, is an accredited security firm and/or licensed guarding firm within the meaning of the Private Security Act of 10 April 1990, with which the Customer concluded a separate agreement within the context of the use of the “AMICIMI Panic button” simultaneously with the present Agreement.

1. SCOPE

1.1 The present General Terms and Conditions are applicable to all offers, quotations, orders, purchases and all agreements relating to the “AMICIMI Panic button” and/or the “AMICIMI Services”.

1.2 By entering into the Agreement or by placing an order, the Customer acknowledges having read the present General Terms and Conditions and to accept them.

1.3 The Customer acknowledges and accepts that his own general or specific terms and conditions, of any nature, do not apply to the present Agreement.

2. “AMICIMI Panic button”

2.1 The “AMICIMI Panic button” is only delivered after payment (payment in advance).

2.2 The “AMICIMI Panic button” is delivered with a personal code.

2.3 The prices indicated on the web site are inclusive of VAT, but exclusive of shipping costs. The calculation of the shipping costs can be consulted on the web site at any moment. Any other taxes or levies relating to the goods delivered or their transport, including new taxes and levies introduced after the conclusion of the Agreement are payable by the Customer.

2.4 In case of distance selling, AMICIMI undertakes to deliver the “AMICIMI Panic button” at the Customer’s address, as indicated in the Specific Terms and Conditions. The terms of delivery mentioned on the web site www.amicimi.com are given by way of indication only, although the maximum term of delivery of thirty days as from the day following the day on which the Customer sent his order to AMICIMI or the day on which the seller, acting as an accredited intermediary, sent the Customer’s order to AMICIMI. If the planned delivery term is exceeded for a reason attributable to AMICIMI, the Customer is entitled to cancel the order free of charge, without judicial intervention and by means of a simple notification. The amounts already paid will be reimbursed to the Customer within thirty days.

If a product ordered cannot be delivered at the address indicated by the Customer, AMICIMI reserves the right to terminate the Agreement by operation of law, without prejudice to their other rights under the present agreement and according to law. AMICIMI shall inform the Customer of the termination of the Agreement.

2.5 The risk connected with the panic button is transferred to the Customer at the moment of delivery or collection of the goods. As from that moment, the risk of loss, theft and partial or complete destruction of the goods lies with the Customer. The ownership rights are transferred upon full payment of the price by the Customer.

2.6 The Customer undertakes to take receipt of the product immediately upon delivery and to examine whether the quality of the product delivered corresponds to the agreement entered into. Any visible defects must be reported to AMICIMI immediately and in writing, at the latest 48 hours after delivery. If visible defects are observed, the Customer has the obligation to return the product delivered to the address of AMICIMI at his expense and in the original packaging.

2.7 The Client undertakes to inform Security Alert Services (02/752.37.00) and AMICIMI within a period of 8 hours of any malfunction or defect of the "AMICIMI Panic button" that may give rise to unnecessary alarms.

2.8 The Customer acknowledges and accepts that AMICIMI may make any exceptions, exemptions and guarantee restrictions invoked by the manufacturer vis-à-vis AMICIMI enforceable against the Customer.

2.9 The liability of AMICIMI is restricted to the replacement of the product sold. AMICIMI can never be held liable for indirect damage, including but not limited to time loss, emotional damage, loss of income and loss of opportunities.

2.10 The Customer undertakes to only use the "AMICIMI Panic button" within the context of the present Agreement and not for other purposes.

3. "AMICIMI Services"

3.1 The Agreement relating to the "AMICIMI Services" immediately takes effect on the date on which the Agreement is entered into and after delivery of the "AMICIMI Panic button" to the Customer. The Agreement relating to the "AMICIMI Services" is entered into for an initial period of one, two or three years. If the Customer terminates the agreement before the expiry of the initial term, the Customer will owe AMICIMI a compensation equalling the amount payable until the expiry date of the initial term of the Agreement. As the Fees for the "AMICIMI Services" for the initial term of one, two or three years are paid in advance, these Fees will be acquired permanently by AMICIMI without having to deliver any further "AMICIMI Services" to the Customer. After the expiry of the initial term the Agreement relating to the "AMICIMI Services" a new Agreement can be entered for a period of one, two or three years.

3.2 The "AMICIMI Services" are exclusively delivered in Belgium.

3.3 The Customer acknowledges and accepts that the obligations of AMICIMI with respect to the "AMICIMI Services" are obligations of means only.

3.4 The Client owes AMICIMI a Fee for the performance of the "AMICIMI Services", as stated in the Specific Terms and Conditions. The "AMICIMI Services" are invoiced to the Customer by AMICIMI, together with the services provided to the Customer by Securitas Alert Services within the context of the separate contract entered into within the framework of the use of the "AMICIMI Panic button".

The above-mentioned Services are always invoice in advance for one, two or three years.

Unless otherwise agreed in writing, all invoices are payable in cash at the registered office of AMICIMI.

The "AMICIMI Services" are only delivered after payment. The Customer acknowledges and accepts that in the absence of payment in due time, the "AMICIMI Services" are suspended without prior notice of default and without compensation.

3.5 Any costs/fines resulting from interventions by third parties, such as the police, the fire brigade or an ambulance, following the use of the "AMICIMI Panic button" are always paid by the Customer and cannot be recovered from AMICIMI.

3.6 Any amounts/invoices still outstanding on the due date yield interests at a rate of 12% per year on the unpaid (invoice) amount as from the due date, by operation of law and without prior notice of default. In addition, a fixed amount equalling 10% of the outstanding (invoice) amount (with a minimum of 50 euro) is payable by way of compensation, by operation of law and without prior notice of default, without prejudice to the right of AMICIMI to claim a higher amount if the damage actually suffered is higher.

3.7 Any complaints relating to the "AMICIMI Services" or the invoices must be reported in writing to AMICIMI within a period of 8 days after the discovery of the reason for the complain or after receipt of the invoice. The written notification must contain a description of the defect that is as detailed as possible. After this period of time, complaints will no longer be accepted.

3.8 In case of suspension of the services by Securitas Alert Services within the context of the contract entered into between Securitas Alert Services and the Customer in the context of the use of the Panic button, AMICIMI will also suspend its "AMICIMI Services" without prior notice, and the Customer cannot claim a compensation in this respect.

3.9 If one of the Parties fails to fulfil its essential obligations, such as payment of an invoice or delivery in due time, the other Party is entitled to dissolve the Agreement without judicial authorisation and without prior notice of default. In that case the defaulting Party owes the other Party a fixed compensation of 150 EUR, without prejudice to the right of the creditor to claim a higher compensation if proof is provided of actual higher damage.

3.10 The Customer is only entitled to dissolve the Agreement with AMICIMI in case of serious or intentional error, deceit or fraud of AMICIMI. If the Customer wishes to exercise his right to dissolve the Agreement, he shall inform AMICIMI by registered letter within a period of eight days after having been informed of the circumstance that gave rise to the dissolution.

3.11 The Agreement is terminated by operation of law and without prior notice in case of termination of the contract between the Customer and Securitas Alert Services within the context of the use of the "AMICIMI Panic button" for any reason or in case of termination of the cooperation agreement between AMICIMI and Securitas Alert Services for any reason, unless AMICIMI entered into a new cooperation agreement with an accredited security firm or a licensed emergency centre which can guarantee the continuation of the services of Securitas Alert Services within the context of the contract entered into between the Customer and Securitas Alert Services with respect to the use of the "AMICIMI Panic button" and to which the Customer has not made any objections within a period of eight days after notification to the Customer. In that case the Customer undertakes to enter into a contract with this accredited security firm or licensed emergency centre.

3.12 In case of termination of the Agreement by prior notice or to the prejudice of AMICIMI, the annual advanced Fees will be reimbursed to the Customer in proportion to the number of complete quarters for which no "AMICIMI Services" have been provided yet. The Fees relating to the quarter for which "AMICIMI Services" have already been provided are therefore deemed entirely and permanently acquired by AMICIMI.

3.13 The Customer acknowledges and accepts that AMICIMI does not provide services within the framework of the present Agreement in the capacity of a security firm and/or guarding firm for

which an accreditation or a license is required respectively, within the meaning of the Private Security Act of 10 April 1990.

Securitas Alert Services, with which the Customer entered into a separate agreement simultaneously with the present Agreement within the context of the use of the “AMICIMI Panic button” is an accredited security firm and/or licensed guarding firm within the meaning of the Private Security Act of 10 April 1990, and provides services to the Customer in that capacity, within the context of that separate agreement.

4. OPERATING CONDITIONS “AMICIMI Services”

The Customer undertakes to only activate the “AMICIMI Services” when he finds himself in an emergency situation.

In order to be able to make use of the “AMICIMI Services”, the Customer must have an active “AMICIMI Panic button” and a working mobile phone.

The Customer must download the “AMICIMI app” on his mobile phone in the usual manner (e.g. iTunes or Google Play).

AMICIMI thus grants the Customer a non-exclusive, revokable license to use the “AMICIMI App” for his personal, non-commercial use in accordance with the General Terms and Conditions.

AMICIMI can issue new versions of the “AMICIMI App” at any time, either or not including modified functionalities and uses. If the Customer does not accept the changes to the conditions of use, his right of use of the “AMICIMI App” ends and the license is cancelled. If the Customer does not object to the modified conditions of use within a period of eight days after notification thereof to the Customer, it is assumed that he accepts them.

AMICIMI does not guarantee that the “AMICIMI app” can be downloaded on any mobile phone. The Customer has the responsibility to make the required inquiries in this respect. Non-compatibility of the mobile phone of the Customer with the “AMICIMI app” is not a valid reason for termination of the agreement.

The Customer must enter his personal code in order to activate the “AMICIMI app”.

The Customer must then create a profile on this app. A number of fields (name and first name) are obligatory, while others are optional. The Customer will take into account the fact that the data he enters are the data that will be forwarded to Securitas Alert Services. The Customer is responsible for the correctness, accuracy and completeness of the data entered. The Customer undertakes to provide the required information at the request of AMICIMI. The Client can change his data at any time.

The “AMICIMI Services” can only be activated by pressing the “AMICIMI Panic button” on both sides during a few seconds. The Customer is responsible for pressing the “AMICIMI Panic button” correctly.

The Customer must ensure that the “AMICIMI Panic button” is active. The Customer has the obligation, among other things, to check whether the battery of the “AMICIMI Panic button” is not empty and is transmitting a signal. This can be checked on the web site of AMICIMI (testmode update).

AMICIMI cannot be held liable for any negative consequences of an “AMICIMI Panic button” that is not active.

When the “AMICIMI Panic button” is pressed in the manner described above, a signal will be transmitted via Bluetooth from the “AMICIMI Panic button” to the Customer's mobile phone.

The signal can only be transmitted when (i) the mobile phone of the Customer is situated at a distance of no less than 2 metres from the “AMICIMI Panic button”, (ii) the mobile phone of the Customer is activated and is working normally (battery not empty, mobile phone not defective, mobile phone not affected by viruses, etc.), (iii) Bluetooth is activated on the Customer’s mobile phone, (iv) there are no obstacles interfering with the signal, (v) mobile internet has been installed on the mobile phone of the Customer and (vi) at the moment on which the “AMICIMI Panic button” is pressed, there is an active internet connection with the Customer’s mobile phone.

After receipt of the signal by the Customer’s mobile phone, the “AMICIMI app” configured on the Customer’s mobile phone will be activated.

As a result of the activation of the “AMICIMI app”, an audio recording will be started on the Customer’s mobile phone.

The audio recording serves simply as a tool for Securitas Alert Services, in order to assess the emergency situation in which the Customer finds himself. The audio recording will not be used as a registration system vis-à-vis third parties. The Customer accepts that the “AMICIMI Panic button” cannot be used as registration equipment.

The Customer is responsible for ensuring that his mobile phone is suitable for an audio recording.

Once the “AMICIMI app” has been activated, the GPS coordinates of the mobile phone or, if impossible, the last known GPS coordinates recorded by the Customer's mobile phone will be tracked.

The Customer is responsible for equipping his mobile phone with an active and working GPS tracking system.

AMICIMI is not responsible for the failure to track the GPS coordinates of the Customer’s mobile phone (correctly/accurately) if this failure is due to technical features of the Customer's mobile phone.

Subsequently, AMICIMI will forward the data entered by the Customer in the “AMICIMI app” (identity and possibly medical data), as well as the tracked GPS coordinates and the audio recordings made by the mobile phone to Securitas Alert Services.

AMICIMI cannot be held responsible for the deficiency (failure, hacking, loss of data etc.) of the server used by them, nor for the deficiency of the server used by Securitas Alert Services.

If the Customer entered telephone numbers in the “AMICIMI app” of persons he wants to be contacted in case he activates the “AMICIMI Panic button”, these persons will be alerted (after the above-mentioned procedure will have been followed) (in addition to Securitas Alert Services). These persons will be called at the telephone numbers that have been entered. An automatic message will be delivered, stating that the Customer is in an emergency situation. A prerequisite for the message to be forwarded is that the telephone linked to the telephone numbers entered is activated, works normally and is equipped with an active (not full) voice mailbox. The services provided by Securitas Alert Services within the context of this separate agreement (sic)

If these operating conditions are not met, AMICIMI will be unable to provide its “AMICIMI Services”.

The Customer can at all times cancel the “AMICIMI Services” by entering his personal code.

The Customer entered into a separate agreement with Securitas Alert Services, which will then be responsible for the actions to be undertaken whenever the Panic button is activated.

In accordance with the general terms and conditions of Securitas Alert Services, the actions to be undertaken are the following (literal quote):

“Whenever Securitas receives such a message, they will undertake the following actions:

- Securitas makes a direct call to the smartphone linked to the Amicimi emergency button.*
- Securitas will automatically be able to listen to what is happening.*
- If the call is answered, Securitas will request identification and be able to speak directly with the Customer, if desired.*
- If no identification is possible (the call is not answered or the request for identification is not complied with in the agreed manner), Securitas will contact the police and forward the medical data, if any, together with the audio recordings.”*

AMICIMI does not provide any guarantees as to the fulfilment of the obligations of Securitas Alert Services within the context of the agreement entered into separately by the Customer.

Furthermore, AMICIMI does not assume any responsibility for the security of the Customer’s data as provided by Securitas Alert Services.

AMICIMI assumes no responsibility for the conduct, acts or negligence of Securitas Alert Services.

5. PERSONAL DATA

The protection of personal data is subject to a separate privacy statement (insert hyperlink).

6. CHANGES TO PRICES AND FEES

All prices/fees can be increased at any time in case of (i) a demonstrable increase of the (raw material) prices by more than 10%; or (ii) an increase of the government taxes on the products ordered; or (iii) an increase in labour costs (e.g. when the threshold index is exceeded on the basis of the four-monthly health index; a change in the social security contributions and changes in labour and wage conditions at the expense of AMICIMI; or (iv) changes in the insurance premiums; or (v) changes in laws or regulations relating to the "AMICIMI Services", which have an impact on the costs to be paid by AMICIMI. The new price structure will be communicated to the Customer in writing at the latest one month before the effective date. If the Customer does not accept the new price structure, he is entitled to terminate the Agreement by registered letter. If AMICIMI does not receive the notification of termination at the latest on the effective date of the new price structure, the Customer is deemed to agree with the new price structure.

7. CHANGES TO THE AGREEMENT

All other changes to this Agreement or part thereof will only be binding for the Customer after their approval by the Customer.

8. LIABILITY

Except in case of deceit, intentional or serious error, AMICIMI is not responsible for and has no obligation to pay a compensation for immaterial, indirect or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, production restrictions, administrative or personnel costs, an increase of the overhead expenses, loss of customers or claims from third parties.

The total liability of AMICIMI and their staff members is at all times limited to 250 EUR per year and per incident.

AMICIMI is not responsible for the cooperation, services and deliveries of Securitas Alert Services and can therefore not be held liable for any damage resulting from errors of the latter, including serious or intentional errors.

9. INDEMNIFICATION

The Customer must indemnify AMICIMI against any Damage incurred by AMICIMI or any claims filed against AMICIMI by a third party as a result of or in connection with the "AMICIMI Services" within the context of the present Agreement, unless that Damage or these claims are the result of fraudulent intent or gross negligence on the part of AMICIMI.

10. FORCE MAJEURE

Each Party is exempted by operation of law and does not have the obligation to fulfil any obligation vis-à-vis the other party in case of force majeure. Force majeure is understood to mean situations which make it very difficult for one of the Parties to fulfil their obligations under this Agreement (or result in high costs). These situations include Electrical, computer, internet or telecommunication failures, natural disasters, riots, war and military operations, national or local emergency situations, acts or omissions by public authorities, economic disputes of any nature, actions undertaken by employees, fire, telecom failures, bugs in software of third parties, floods, lightning, explosions, collapses, economic conditions due to which the performance of the agreement results in an unreasonable or disproportionate burden, as well as any action or negligence of a natural person or legal entity falling beyond the reasonable control of AMICIMI.

In case of force majeure the fulfilment of the obligations of the Party concerned is suspended. In this case the Parties will make all reasonable efforts in order to restrict the consequences of the situation of force majeure. If the situation of force majeure lasts more than 2 months, the other Party is entitled to dissolve the agreement without judicial intervention and the Party invoking the force majeure cannot be forced to pay any compensation to the other Party.

11. SEVERABILITY CLAUSE

If any provision (or part thereof) of these General Terms and Conditions is unenforceable or contrary to a mandatory provision, the validity and enforceability of the other provisions of these General Terms and Conditions will not be affected, and neither will the validity and enforceability of the part of the provision that is not unenforceable or contrary to a mandatory provision. In that case the Parties shall negotiate in good faith in order to replace the unenforceable or invalid provision by an enforceable and valid provision that matches the purpose and tenor of the original provision as closely as possible.

12. INTELLECTUAL RIGHTS

All intellectual property rights relating to the "AMICIMI Panic button" and the "AMICIMI App" and their content, including software, images and data bases, are and remain the property of AMICIMI. The Customer is not entitled to put the "AMICIMI App" at the disposal of third parties, nor to sell, let, decompile or reverse engineer it or adapt it in any other manner.

13. NOTIFICATION

All notifications under this Agreement must be sent by registered post or by e-mail to the (e-mail) address of the Party concerned, as stated in the Specific Terms and Conditions. In case of a change of address, the Party concerned must inform the other Party immediately.

14. ASSIGNMENT

Neither Party can assign the present Agreement without the written consent of the other Party, which shall not be unreasonably denied. However, ACIMICI is entitled to assign the present Agreement at any time to one of its related companies, subsidiaries or legal successors.

15. APPLICABLE LAW AND JURISDICTION

The present Agreement is governed by Belgian law. The application of the Vienna Sales Convention of 11 April 1980 is explicitly excluded. Any dispute relating to the interpretation or application of this Agreement falls under the jurisdiction of the courts of West Flanders, division Brugge, unless determined otherwise by law.