

# Terms of Use

## Welcome to DrinkStop!

These Terms of Use (“Terms”) govern your rights and obligations regarding the use of DrinkStop’s App (“App”) and service (both collectively referred to as the “Service”) on the Internet or in cellular media. These Terms constitute a fully binding agreement between DrinkStop in the person of Giulia Ruggi (including its affiliates and subsidiaries) the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms.

By using the DrinkStop App, you signify your assent to these Terms and DrinkStop’s privacy policy (“Privacy Policy”) all of which are an integral part of these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from using the Service.

## KEY POINTS

The following key points of the Terms are highlighted here for your convenience only. These key points are not made in lieu of the full Terms and their presence in this section does not mean that they are intended to supersede or override any other terms or conditions provided by DrinkStop.

- **Fountains information on site prevails.** The information provided by the Service is not intended to replace the information provided on the fountain, such as water sign, water analysis, municipality rules and signs, etc.
- **Cautious drinking. Drinkstop is not responsible, in any case, for the quality and drinkability of the water.** Always drink vigilantly according to water conditions in place and in accordance with water signs. Pay attention to the reports on fountains posted by other people on the App, they may contain useful information on the conditions of the fountains and water.
- **Non-continuous updates.** The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. DrinkStop does not provide any warranties to such information’s credibility or reliability.
- **Advertisements.** Third party advertisements may appear on the Service from time to time. DrinkStop does not endorse these advertisements, and the advertisements are not intended to be, nor should they be, viewed by drivers unless and until their vehicle has come to a complete stop.
- **The Internet connection required to use the Service, and any associated charges (e.g. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense.** Transmitting and receiving real-time updates to and from the Service, requires an online (e.g. Wi-Fi, 3G, 4G, 5G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

- **Privacy.** Your privacy is important to us. While using the Service, personal information may be provided by You or collected by DrinkStop as detailed in our Privacy Policy. The Privacy Policy explains our practices pertaining to the use of your personal information and we ask that you read such Privacy Policy carefully. By accepting these Terms, you hereby acknowledge and agree to the collection, storage and use of your personal information by DrinkStop, subject to this section, the Privacy Policy and any applicable laws and regulation.

## WHAT IS THE SERVICE

The Service allows people to navigate to potable drinking fountains. It allows users to update maps to reflect fountain conditions and occurrences on them, such as new potable fountain, non potable water, wrong fountain location, etc. The Service is provided mainly through the App.

## THE LICENSE

**DrinkStop Service.** DrinkStop hereby grants you a free of charge, non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

## USING THE SERVICE

You may use the Service solely for private and personal purposes. You may not use the Service commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own, without the prior written consent of DrinkStop. For clarity, the examples listed are made for illustrative purposes only; they do not constitute an exhaustive list of restricted activities involving the Service.

You may not copy, print, save or otherwise use data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express prior written permission of DrinkStop.

The Software may not be used in any way that is not expressly permitted by these Terms.

## USE RESTRICTIONS

There are certain types of conduct that are strictly prohibited on the Service. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may result (at DrinkStop's sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

You may not, whether yourself or through any other means or person:

- (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content included in the Service and/or Site, or in any way or publicly display, perform, or distribute them;
- (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without DrinkStop's prior written consent;
- (iii) create a browser or border environment around the Content (e.g. no frames or inline linking);
- (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personal information about visitors or users of the Service and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' copyrights, and other intellectual property rights;
- (vi) transmit or otherwise make available in connection with the Service and/or Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- (vii) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Site;
- (ix) frame or mirror any part of the Service and/or Site without DrinkStop's prior express written authorization;
- (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site;
- (xi) forward any data generated from the Service and/or Site without the prior written consent of DrinkStop;
- (xii) transfer or assign your Service accounts' password, even temporarily, to a third party;
- (xiii) use the Service and/or Site for any illegal, immoral or unauthorized purpose;
- (xiv) use the Site, the Service, or the Content for non-personal or commercial purposes without DrinkStop's express prior written consent; or
- (xv) infringe or violate any of these Terms.

## **TERMINATION OF USE OF THE SERVICE**

You may terminate your use of the Service at any time and for whatever reason by deleting the App from your device. You are not obligated to advise DrinkStop of such termination.

## **USER CONTENT**

The Service allows all users of the Software to submit and post information and content to other users ("Content"). Content is separate from third party sponsored

advertisements that may appear on the Service. Content can include, for example, fountain updates, water quality updates, fountain's locations information, etc. You assume sole responsibility for any Content you post and you alone are liable for the consequences when you post Content.

ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS. IT IS STRICTLY FORBIDDEN TO SEND ANY CONTENT - INCLUDING FOUNTAIN UPDATES (SUCH AS WRONG LOCATIONS OR OTHER REPORTS)- WHILE DRIVING. YOUR CONTENT SUBMISSIONS MAY ONLY BE SENT AFTER YOU HAVE STOPPED YOUR VEHICLE IN AN APPROPRIATE LOCATION PERMITTED BY LAW. ALTERNATIVELY, CONTENT MAY BE SENT BY A PASSENGER OTHER THAN THE DRIVER, PROVIDED IT DOES NOT INTERFERE WITH THE DUE COURSE OF DRIVING AND DOES NOT DISTRACT THE DRIVER.

#### FORBIDDEN POSTS

It is forbidden to submit Content of a commercial nature (including advertising), unless such posts pertain to DrinkStop, the Service, or DrinkStop's products, and such Content strictly complies with these Terms.

When you submit Content to be published by the Service, you must make sure it is lawful. For example, you may not submit Content that:

- is diminishing or infringing proprietary rights of others, including but not limited to copyright and trade marks;
- poses a risk to a person's safety, security or health;
- identifies other persons without obtaining such person's express written consent to the disclosure of their personal information, or pertains to minors and identifies minors or their personal information, including their full name, age, address or contact information;
- is unlawful, defamatory, libelous or invades the privacy of others; is harassing, offensive, threatening or vulgar;
- is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- falsely expresses or implies that such content is sponsored or endorsed by DrinkStop.

The foregoing examples of unlawful Content are made solely for illustrative purposes and do not constitute an exhaustive list of restricted Content.

DrinkStop may decline to publish, or immediately delete any Content you submit if you or the Content have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, DrinkStop or any of its agents or affiliates. The provisions of this clause are made in addition to any rights afforded to DrinkStop by any law.

#### **RIGHTS IN CONTENT**

When you submit Content to be published on the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit DrinkStop to publish the Content and exploit all intellectual property rights in and to the Content. DrinkStop receives no ownership

rights in and to the Content that you submit. However, by submitting Content to DrinkStop, you hereby grant DrinkStop and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to DrinkStop in and to the Content you submit is not limited to personal use, but also extends to any commercial use of Content, at DrinkStop's sole and absolute discretion. However, other users may only use your Content for non-commercial purposes, unless DrinkStop provides them with a prior written consent to use your Content for commercial purposes (for the purpose of which you authorize DrinkStop to be your agent).

## **EXAMINATION OF CONTENT**

DrinkStop may examine the Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous Content, or remove such Content after its publication. DrinkStop does not normally utilize its right to monitor Content and does so only in rare cases.

DrinkStop retains sole discretion in determining which Content will be published, the duration of its publication, its location, how and when it appears on the Service, its design and any other matter pertaining to the publication of Content within the Service. DrinkStop does not guarantee that all Content will be published, in general or for any limited time.

Content submitted by users for publication does not reflect the views of DrinkStop. Publishing Content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

## **COPYRIGHT**

All intellectual property rights in and to the Site, the Service and its database, including copyrights, trademarks, industrial designs, patents and trade secrets – are either the exclusive property of DrinkStop or its affiliates or are exclusively licensed to DrinkStop. The Service is protected, among others, by the Directive (EU) 2019/790 as well as by applicable copyright provisions prescribed by any other law, in Europe Union and elsewhere.

“DrinkStop”, the DrinkStop logo, and other trade and/or service marks are the property of DrinkStop or its affiliates and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of DrinkStop.

The design, trade dress, and the ‘look and feel’ of the maps of the Site and the Service are protected works under applicable copyright laws and DrinkStop and its affiliates retain all intellectual property rights in them. The Software license granted to you in these Terms does not extend to or include a license to use the maps displayed on the Software or any mark, indicator, logo or notation embedded in the maps that are displayed on the Software. You may not copy or print more than one copy of any data or material appearing on the Site.

DrinkStop may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating from DrinkStop's rights under these Terms or under any applicable law, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms. If you circumvent any of

the means taken by DrinkStop to protect the Service from unauthorized use, you must immediately cease any and all use of the Service, and you undertake to do so.

## **APPLE**

If you use the Service on an Apple device, then you agree and acknowledge that: Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support; You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance; Apple and Apple's subsidiaries are third party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

## **LIMITATION OF LIABILITY AND WARRANTY**

DrinkStop PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

Additionally and without derogating from the above clause, DrinkStop disclaims any warranties relating to the accuracy of the maps, Content, fountain conditions, water conditions, driving directions, or navigation routes presented or displayed in or by the Service. For instance, fountain may be not potable in roads depicted by the Service as potable; existing roads and fountains may be missing from the map; users may submit faulty or inaccurate Content or reports. Such errors and omissions are inherent to any community-based service that operates on users' posts and on the information provided by them.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Service, and you further agree and acknowledge that your use of or reliance on the Service is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws (including traffic laws) while using the Service.

THE INFORMATION PROVIDED BY THE SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ON THE ROAD AND FOUNTAIN. IN THE EVENT THAT THE INFORMATION PRESENTED ON THE FOUNTAIN (MUNICIPALITY SIGNS, POLICE PERSON, ETC.) INSTRUCTS DIFFERENTLY THAN THE SERVICE, YOU MUST NOT RELY ON THE SERVICE.

DrinkStop exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or

that it is safe, secured from unauthorized access to DrinkStop's computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in DrinkStop or any of its providers.

DrinkStop, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES. LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

The Service may include commercial information or advertisements (for example, pins indicating the locations of certain establishments, their commercial offers, coupons, etc. ("Ads"). The Ads may pop up or be displayed on the Service maps from time to time. DrinkStop may post Ads on the Service but more often than not, the source of such Ads is third parties, and as such, DrinkStop cannot and does not guarantee the reliability or accuracy of third party Ads. DrinkStop does not endorse the content of third party Ads. Additionally and without derogating from the previous sentence, DrinkStop will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of Ads posted on the Service.

It is underscored that the advertising of commercial content by DrinkStop does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the App includes links to services or applications not operated or managed by DrinkStop, DrinkStop will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. DrinkStop will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via Ads or other links on the Software. YOU MUST NOT ATTEMPT TO VIEW OR CLICK ON ANY ADS WHILE OPERATING A VEHICLE. YOU ALONE ARE RESPONSIBLE FOR DRIVING RESPONSIBLY, AND YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT YOU VIOLATE THE FOREOING PROVISION, THE THIRD PARTY ADVERTISERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE DISPLAY OF THE ADS ON THE SERVICE OR YOUR VIEWING OF THE ADS ON THE SERVICE.

## **BREACH AND INDEMNITY**

Without derogating from any applicable law, you agree to indemnify and hold harmless DrinkStop and its employees, officers, directors and agents, as well as all third party advertisers of Ads from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of these Terms. In view of the fact that the Service is provided to you free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by DrinkStop, its employees, officers, directors or agents as a result of your violation of the Terms, including but not limited to legal expenses and attorney fees.

## **PRIVACY**

DrinkStop respects your privacy during your use of the App and the Service. Our updated privacy policy pertaining to the App and the Service is readily accessible at our Privacy Policy and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

## **MODIFICATIONS TO THE SERVICE AND SOFTWARE**

DrinkStop may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against DrinkStop for applying such changes or for failures incidental to such changes.

## **TERMINATION OF SERVICE**

DrinkStop may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

## **MODIFICATIONS OF THESE TERMS**

DrinkStop may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the Software as well as on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Software.

## **GOVERNING LAW AND JURISDICTION**

These Terms, the Software and the Service will be governed solely by the laws of Italy (Europe Union), without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the competent court in the Lucca district in Italy.

## **LIMITATIONS**

Should you desire to file any cause of action against DrinkStop, arising out of or related to the DrinkStop Software or Service, you must do so within one (1) year of the day you

become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

## **ASSIGNMENT OF RIGHTS**

You may not assign or transfer your rights in and to the Service, without the prior written consent of DrinkStop. DrinkStop may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes DrinkStop's obligations to you under these Terms.

## **COMPLETE TERMS**

These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy and the Copyright Policy, shall all constitute the entire and complete agreement between you and DrinkStop concerning the DrinkStop Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

## **NO LEGAL RELATIONSHIP**

These Terms of Use and your use of the Service, including the submission of Content onto the Service, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Service is intended for your enjoyment and benefit and the provision of the Service to you (subject to your compliance with these Terms) constitutes the sole and sufficient consideration that you are entitled to receive for any Content or other contributions you have made to the DrinkStop Service, its contents, maps and any other data.

## **CONTACT US**

You may contact us concerning any question about the Service, through the channels listed on the "About" menu in the App or through the "Contact Us" page. We will make our best efforts to address your inquiry promptly.

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