



1. **DEFINITIONS AND TERMS**

myInfoBand® - is the trade name of a Service provided by S.C. GuardianAngel.NET S.R.L., a Romanian legal entity, with registered office in Sibiu, Dorului str., nr. 20C, ap. 17, having the number in the Trade Register J32/1798/2020, unique tax registration code RO43504311.

Seller - S.C. GuardianAngel.NET S.R.L. or any partner of S.C. GuardianAngel.NET S.R.L., which may sell on behalf of or for S.C. GuardianAngel.NET S.R.L. its products and services, in packages or individually.

Buyer - can be any natural person who is at least 18 years old, any legal entity or any legal entity that creates an Account in the Application and places an Order or completes a Purchase.

Customer - can be any natural person who is at least 18 years old, any legal entity that has or obtains access to the Content, through any means of communication made available by S.C. GuardianAngel.NET S.R.L. (electronic, telephone, web, etc.) or based on a user agreement existing between S.C. GuardianAngel.NET S.R.L. and them and requiring the creation and use of an Account.

User - can be any natural person who is at least 18 years of age, any natural person who has obtained the consent of his/her parent/guardian or any legal entity registered with the Application who, by completing the Account creation process, has expressed his/her agreement to the platform-specific clauses in the General Terms and Conditions section.

Nickname - nickname by which a particular User can add Content to the Application. The nickname is associated with the User's information in the Application under the name "User Name".

Account - section of the Application consisting of an email address and a password, which allows the Buyer to place an Order and which contains information about the Buyer and his/her history in the Application (Orders, tax invoices, goods warranties, identification data, medical history, etc.). The Buyer is directly responsible and liable for ensuring that all data entered when creating the Account is correct, complete and up-to-date.

Generic Account- account created by technical staff, from the application, consisting of an email address and a common password that will allow the Purchaser to log into the application. The Beneficiary is responsible and obligated to replace the generic account common data with his/her real data.





My Cart - section of the Account that allows the Buyer to add Goods or Services they wish to purchase at the time of addition or later.

Website - online shop hosted at the web address www.myinfoband.eu and its subdomains.

Application - mobile application called **"myInfoBand®"**, made available by S.C. GuardianAngel.NET S.R.L. to all visitors or registered users.

Order - an electronic document that intervenes as a form of communication between the Seller and the Buyer, whereby the Buyer transmits to the Seller his/her intention to purchase Goods and/or Services, through the Application.

Goods and Services - any Goods or Services listed in the Application, including the Goods and Services mentioned in the Order, to be supplied by the Seller to the Buyer, as a result of the Contract (in the case of legal entities) and the Agreement (in the case of natural persons) concluded between the two parties.

Goods - any product listed in the Application, which has an engraved/printed unique QR code associated with a unique ID.

Service - means the subscription activated following the purchase of a Subscription.

Subscription - agreement by which, in exchange for a fee, the Buyer obtains the right to use the Services offered by S.C. GuardianAngel.NET S.R.L. for a certain period of time.

Beneficiary - can be any natural person who is at least 18 years old, any natural person who has obtained the consent of his/her parent/guardian or any legal entity registered in the Application who, under a contract, benefits from the Goods and Services provided by S.C. GuardianAngel.NET S.R.L.

Campaign - the action of displaying for commercial purposes a finite number of Goods and/or Services, having a limited and predefined stock, for a limited period of time set by the Seller.

Contract - means the distance contract concluded between the Seller and the Buyer, without the simultaneous physical presence of the Seller and the Buyer.

Agreement - means the agreement concluded between the Seller and the Buyer, without the simultaneous physical presence of the parties, validated with the purchase of a Good and/or Service.

Purchase - means the Goods and/or Services acquired by the Buyer, in exchange for a sum of money, on the basis of a Contract concluded between the Buyer and the Seller.





ID – is the user identification code associated with the unique QR code in the GuardianAngel.NET S.R.L. database.

Content– represents:

- > all personal, medical data and documents uploaded by Users in their personal profiles;
- all information in the Application that can be visited, viewed or accessed using electronic equipment;
- ➤ the content of any email sent by the Seller to the Buyer, by electronic and/or other available means of communication;
- > any information communicated, by any means, by an employee/partner of the Seller, to the Buyer, pursuant to contact information, whether or not specified by the Buyer;
- ➤ information relating to the Goods and/or Services and/or rates charged by the Seller in a particular period;
- information relating to the Goods and/or Services and/or rates charged by a third party with whom the Seller has partnership/promotion/resale agreements in a particular period;
- ➤ data relating to the Seller or other privileged data of the Seller.

Document – represents Terms and Conditions.

Transaction - the collection or reimbursement of an amount resulting from the sale of a Good and/or Service by GuardianAngel.NET S.R.L. to the Buyer, using the services of the card/payment processor agreed by the Seller, regardless of the method of delivery.

Specifications - all specifications and/or descriptions of the Goods and/or Services, as specified in their description.

"Cut Price" - means the reference price, i.e. the lowest price charged by the Seller, at least during the last 30 days prior to the date on which the price reduction is applied to the Goods. In accordance with the law, the Cut Price may also be maintained in the event of a successive, gradual reduction.

"Sale Price" - means the consideration for the Good, claimed and requested by the Seller to the Buyer, highlighted accordingly in the "eShop" section of the App, respectively in the presentation label of the products displayed in the Showrooms. The Seller may display separately, in a visible manner, the amount of the difference between the Sale Price and the Cut Price.





2. CONTRACTUAL DOCUMENTS

- **2.1.** The document and information provided by the Seller in the Application shall form the basis of the Contract, supplemented by the warranty certificate issued by the Seller or a supplier of the Seller for the Goods purchased.
- **2.2.** The notification received by the Buyer after the Order has been placed is for information purposes and does not constitute acceptance of the Order. This notification shall be made electronically (e-mail) or by telephone.
- **2.3.** For justified reasons, the Seller reserves the right to change the quantity of Goods and/or Services in the Order. If the Seller changes the quantity of Goods and/or Services in the Order, it shall notify the Buyer at the e-mail address or telephone number made available to the Seller at the time of placing the order and shall refund the amount paid.
- **2.4.** The contract shall be deemed to have been concluded between the Seller and the Buyer upon receipt by the Buyer, via e-mail and/or SMS, of the notification of dispatch of the Order from the Seller.

3. ASSIGNMENT AND SUBCONTRACTING

- 3.1. The Seller may assign and/or subcontract to a third party for Services related to the fulfilment of the Order, with the Buyer's prior notice and without the Buyer's consent. The Seller shall at all times be liable to the Buyer for all contractual obligations.
- 3.2. By accepting the Terms and Conditions, the Buyer agrees to the assignment to any third party of any rights and obligations incumbent on him under the Subscription, S.C. GuardianAngel.NET S.R.L. shall notify him to this effect at the telephone number entered by him in the Application.

4. ONLINE SELLING POLICY

4.1. Access to place an Order is granted to any User.

For justified reasons, S.C. GuardianAngel.NET S.R.L. reserves the right to restrict the User's access to place an Order and/or to some of the accepted payment methods, if it considers that, based on his/her conduct or activity in the Application, his/her actions could in any way prejudice S.C. GuardianAngel.NET S.R.L. In any of these cases, the User may contact the Customer Relations Department of S.C. GuardianAngel.NET S.R.L., in order to be informed of the reasons that led to the application of the aforementioned measures.





- **4.2.** Communication with the Seller may be made through direct interaction with the Seller, including through online support (Live Chat) or through the addresses mentioned in the "Contact" section of the Website or the Application. The Seller is free to manage the information received without having to provide justification for it.
- **4.3.** GuardianAngel.NET S.R.L. may publish in the Application information about Goods and/or Services and/or promotions offered by it or by any other third party with which GuardianAngel.NET S.R.L. has concluded partnership / promotion / resale contracts, in a given period of time and within the limit of available stock.
- **4.4.** All prices for Goods and/or Services presented in the Application are expressed in LEI (RON) and do NOT include VAT or other costs not borne by S.C. GuardianAngel.NET S.R.L. (delivery costs, return costs, bank fees for payments of services and goods, electronic payment fees, etc.).
- **4.5.** In the case of online payments, the Seller is/cannot be liable for any other additional costs incurred by the Buyer, including but not limited to currency conversion fees applied by the bank issuing the Buyer's card, if the currency of issue of the card differs from RON. The Buyer is solely responsible for this action.
- **4.6.** Any information used to describe the Goods and/or Services available in the Application (static / dynamic images / multimedia presentations, etc.) does not represent a contractual obligation on the part of the Seller and is used solely for presentation purposes.

5. GENERAL NOTIONS ON PAYMENTS AND AUTHORISATION OF MOBILE TERMINAL TRANSACTIONS

- **5.1.** S.C. GuardianAngel.NET S.R.L. and partners of S.C. GuardianAngel.NET S.R.L. do not have access to and do not collect information related to the User's financial transactions, having registered in the database only the information communicated by the payment processor, namely the last 4 digits of the associated card and its expiry date.
- **5.2.** GuardianAngel.NET S.R.L. may refuse an order for the purchase of Services through the Application, following prior notification to the Buyer, without any obligation between the parties and without one party being able to claim damages from the other party, for the following situations:
 - ▶ failure/invalidation of the Transaction via the Application;
 - > non-acceptance of the Buyer's card / Transaction by the issuing bank;
 - > Buyer's incomplete or incorrect payment data;





- ➤ Buyer's activity may cause damage to GuardianAngel.NET S.R.L. and/or its partners;
- > consecutive failed service requests;
- Failure to comply with any provision of this Document;
- > other objective reasons.
- 5.3. The functioning of the Application is conditional on an internet connection (WIFI or mobile data) and the optimal functioning of the mobile device. S.C. GuardianAngel.NET S.R.L. will not be liable for the inability of Users to use the Application due to the fact that their device does not have internet access or has run out of battery. S.C. GuardianAngel.NET S.R.L. will not be held liable and will not refund Users for any additional costs over and above the subscription or card cost generated as a result of using the Application. Also, SC GuardianAngel.NET cannot be held liable for the impossibility of reading QR codes due to their damage, unsuitable conditions for scanning (stable lighting, unstable support, moving, etc.), as well as due to incomplete, incorrect content (information and documents) in the Users' profile, filled in by them and those to whom the profiles are shared. Users are solely responsible for the selection of information (data and documents) to be "public" in case of emergencies and medical problems, the completion of information, the accuracy of their name and contents.

6. SECURITY OF ONLINE PAYMENT

- **6.1.** *The application* must ensure a level of security that complies with the requirements for remote electronic payment systems.
- **6.2.** 6.2. The User's payment information is stored in the systems of Netopia's payment processor, which is also solely responsible for the security of the User's card transactions.
- **6.3.** All connections and communications between the Application, GuardianAngel.NET S.C. systems and the payment processor are encrypted and secure.
- **6.4.** For more details on how the User's information is stored and on the security of the transactions carried out, it is recommended to visit the Netopia payment processor's page, https://netopia-payments.com/.





7. ACCESS TO SERVICES

General Rules

- **7.1.** The subscription is nominal and cannot be transferred to any third party. The type of Subscription to which the User has access will be automatically uploaded to his/her user account. However, the account and the profiles in it can be modified and these and the associated QR code support products can be passed on to other persons;
- 7.2. The Contract / Subscription shall be validly concluded on the date of confirmation of the order by GuardianAngel.NET S.R.L., i.e. on the date of uploading the User's subscription to the User's account, after payment of the selected Subscription type.
- **7.3.** From the moment of payment of the Purchase, the Subscription shall be activated according to the payment method:
 - ash on delivery: the Subscription will be activated within a maximum of 48 hours (2 working days);
 - credit card: The subscription will be activated within a maximum of 24 hours (1 working day).
- **7.4.** S.C. GuardianAngel.NET S.R.L. reserves the right to discontinue the use of any User Account or password at any time in the event of a violation of the provisions of this Document or in the event of suspected fraud.
- **7.5.** The amounts paid as a price to S.C. GuardianAngel.NET S.R.L. shall become its property and shall not be subject to refund regardless of whether the User uses the Services provided for in the Subscription or not during its validity period.

If the User has access to the Services and Goods of S.C. GuardianAngel.NET S.R.L. through a public (DGASPC.APL / City Hall / CJ etc.) or private organization (NGO, clinic, medical service provider, insurer etc.):

7.6. If the User's access to the Application is regulated by a public or private Organization whose employee or collaborator, he/she is, the validity of the Subscription is conditioned by his/her quality of employee / collaborator of the Organization, as well as by the validity of the agreement / contract / protocol / partnership between the public Organization and S.C. GuardianAngel.NET S.R.L.





- 7.7. The User's access is secured by means of e-mail and password. If the User becomes a customer of the Service and receives a User ID, password or any other information relating to the security procedures of the Application, the User must treat any such information as strictly confidential and must not provide it to any third party.
- 7.8. GuardianAngel.NET S.R.L. shall open/close said user accounts on the instructions of the Public/Private Organization, under the terms and conditions stipulated in the contracts concluded between GuardianAngel.NET S.R.L. and the Public/Private Organization. The list of services to which the User has access is determined by the agreement between the Vendor and the Public/Private Organization, and it is possible that these may differ from the type of subscriptions available for purchase from the Application.
- **7.9.** S.C. GuardianAngel.NET S.R.L. may assist the Public/Private Organization in opening and closing access accounts only at the express request of the Organization.
- **7.10.** S.C. GuardianAngel.NET S.R.L. may not open, close or modify in any way the access accounts without the specific consent of the public/private Organization and is not responsible for accounts closed/opened/modified incorrectly at the Organization's request. At the same time, S.C. GuardianAngel.NET S.R.L. has the right to suspend or restrict the User's access if the public/private organization does not comply with its contractual obligations towards S.C. GuardianAngel.NET S.R.L.

If the User has access to the Services and Goods of S.C. GuardianAngel.NET S.R.L. through a protocol / donation:

- **7.11.** If the User's access to the Application is governed by a protocol or a Contract through which GuardianAngel.NET S.R.L. has made a donation, the validity of the Subscription is subject to the decision established by GuardianAngel.NET S.R.L. and concluded with the User, as well as to the validity of the agreement / Contract / protocol between the User and GuardianAngel.NET S.R.L.
- **7.12.** The User's access is ensured through a Generic Account created on the basis of an email address and a password. If the User becomes a Client of the Service and receives a user identification code (ID), a password or any other information related to the security procedures of the Application, the User must consider any such information as strictly confidential and must not provide it to any third party.
- **7.13.** S.C. GuardianAngel.NET S.R.L. opens/closes the respective user accounts on the basis of the Beneficiaries' instructions, under the terms and conditions stipulated in the contracts/agreements concluded between S.C. GuardianAngel.NET S.R.L. and the Beneficiaries. The list of services to which the Beneficiary has access is determined by the agreement/contract between the Vendor and the Beneficiary, and it is possible that





- these may differ from the type of subscriptions available for purchase from the Application.
- **7.14.** S.C. GuardianAngel.NET S.R.L. may assist the Beneficiary in opening and closing access accounts only at its express request.
- **7.15.** S.C. GuardianAngel.NET S.R.L. has the right to suspend or restrict the User's access if the User does not comply with its contractual obligations and/or the Terms and Conditions agreement with S.C. GuardianAngel.NET S.R.L.

If the User has access to the Services of S.C. GuardianAngel.NET S.R.L. through the Company/Organization:

- **7.16.** If the User's access to the Application is regulated by an organization whose employee or collaborator, he/she is, the validity of the Subscription is conditioned by his/her quality of employee/collaborator of the Organization, as well as by the validity of the agreement/contract/protocol/partnership between the Organization and S.C. GuardianAngel.NET S.R.L.
- **7.17.** The User's access is ensured by means of e-mail and password. If the User becomes a client of the Service and receives a user identification code (ID), a password or any other information related to the security procedures of the Application, the User must consider any such information as strictly confidential and must not provide it to any third party.
- **7.18.** S.C. GuardianAngel.NET S.R.L. opens/closes the respective user accounts on the basis of the Organization's instructions, under the terms and conditions stipulated in the contracts concluded between S.C. GuardianAngel.NET S.R.L. and the Organization. The list of services to which the User has access is determined by the agreement between the Vendor and the Organization, and it is possible that they may differ from the type of subscriptions available for purchase from the Application.
- **7.19.** S.C. GuardianAngel.NET S.R.L. may assist the Organization in opening and closing access accounts only at the Organization's express request.
- **7.20.** S.C. GuardianAngel.NET S.R.L. cannot open, close or modify in any way the access accounts without the specific consent of the Organization and is not responsible for accounts closed/opened/modified incorrectly at the request of the Organization. At the same time, S.C. GuardianAngel.NET S.R.L. has the right to suspend or restrict the User's access if the Organization does not comply with its contractual obligations towards S.C. GuardianAngel.NET S.R.L.

If the User has access to the Services offered by S.C. GuardianAngel.NET S.R.L. as a result of purchasing a Subscription directly from the Application:





- **7.21. Subscription** S.C. GuardianAngel.NET S.R.L. offers you the possibility to purchase a Subscription directly from the Application, from your user account. The price of the Subscription, as well as the access to the Services and benefits related to each type of Subscription will be regulated in accordance with the Terms and Conditions applicable at the date of their purchase from the Platform, and the acceptance of these Terms and Conditions represents the Buyer's consent to the conclusion of this Contract/Agreement.
- **7.22. Types of Subscription -** S.C. GuardianAngel.NET S.R.L. offers access to several types of Subscriptions or Services. These will be purchased by the Buyer at the displayed price and will have the content displayed at the date of purchase.
- **7.23. Payment -** Once the desired subscription type is selected, the Buyer will be redirected to the Netopia payment processor page. Once the transaction is completed, the selected Subscription type will be automatically uploaded to his/her user account. By accepting the Terms and Conditions, the Buyer confirms that the payment is deemed accepted when the account of GuardianAngel.NET S.R.L. is debited with the amount of the Subscription selected by the Buyer.
- 7.24. Subscription duration The standard duration of the Subscription purchased is 12 months. At the end of the contractual period, the User's Subscription will expire and all information, documents and data uploaded to the User's account will be visible only to the User. If the Subscription is not renewed within 30 days from the expiry date, all information, documents and data uploaded to the User Account will be permanently deleted and cannot be retrieved. The exception is in cases where the User is a Beneficiary of a Purchase made by a Public Organization (Local Public Authority, Social Welfare Directorate, DGASPC, DJASPC, other authority) or a Private Organization (NGOs, organizations and projects financed by European, national or international funds, private donations, etc.). In such cases, the duration of the subscription may be unlimited or longer than one year.
- **7.25. Recurring Payment -** The User Agreement will be concluded for a term of 12 months with automatic extension. If the User opts for the recurring subscription payment system, he/she expressly agrees that the first year's payment will be made by him/her through the Netopia payment processor, and that in subsequent years, when the Subscription is renewed directly from the Application, it will be made by automatic debiting of the card inserted in the Application / the related bank account by S.C. GuardianAngel.NET S.R.L. or any other representative authorized for this purpose.





- 7.26. Impossibility of payment If, starting with the second year of Subscription, S.C. GuardianAngel.NET S.R.L. and/or its representative finds that payment of the Subscription cannot be made for that year for attributable reasons (such as but not limited to insufficient funds, expiration of the bank card entered in the Application), S. C. GuardianAngel.NET S.R.L. will inform you of this and you will have 30 (thirty) days to insert a valid card in the Application and make the payment. If the payment cannot be processed within this grace period, the User's access to the service will be permanently suspended.
- 7.27. Termination in case of non-payment If, within 30 (thirty) days from the date of notification, the User does not make the outstanding payments, the Subscription will be considered terminated, without any other formality or prior information being necessary. Through this Contract/Agreement, the User irrevocably and unconditionally authorizes S.C. GuardianAngel.NET S.R.L. and / or any of its representatives to debit directly, automatically, his bank account, within the limit of the value of the Subscription year and / or, as the case may be, the value of the penalty (termination) clause, if it becomes an incident.
- **7.28. Termination of subscription -** The subscription shall terminate in one of the following situations: (a) by agreement of the parties; (b) at the end of the period for which it was concluded; (c) by termination by S.C. GuardianAngel.NET S.R.L., in case of non-payment after the expiry of the previously purchased subscription or in case of breach of the provisions contained in the Document.
- **7.29. Assignment** By accepting the Terms and Conditions, the User agrees to the assignment of the Subscription, S.C. GuardianAngel.NET S.R.L. will send a notification to this effect to the telephone number entered by the User in the Application.
- **7.30.** Express acceptance The User declares that he/she fully understands all the provisions contained in this Document and; (ii) the right of S.C. GuardianAngel.NET S.R.L. provided for in articles 7.18, 7.20 and 7.26; (iii) the limitation of liability of S.C. GuardianAngel.NET S.R.L. for the manner of rendering the Services by the partners of S.C. GuardianAngel.NET S.R.L., provided for in article 9.





8. RULES APPLICABLE TO BENEFICIARIES

- **8.1.** Under the Subscription, Beneficiaries have free access or benefit from discounts/offers under the Subscriber Program, under the conditions specified in the Contracts concluded directly with them or in their favor but with another natural or legal person (their employers/spouse/children's employers, other organizations purchasing service packages and subscriptions for and on their behalf).
- **8.2.** The list of services included in each of the packages offered by S.C. GuardianAngel.NET S.R.L. is accessible in the Application. The Buyer may not claim ignorance of the annexes to the contract containing the list of Services included in full or at a discount in his Subscription. The Buyer is obliged to request, before receiving a Service, information on the availability of the recommended / desired services. Any omission constitutes the Buyer's agreement to pay for the Services received at the list price.
- **8.3.** If the Buyer requests the provision of the Services under conditions other than those communicated by the partner S.C. GuardianAngel.NET S.R.L. or refuses to allow his identification by scanning the QR code or providing the phone number, this will result in the cancellation of the Subscription. The Buyer accepts that any Services in excess of the Subscription will be covered exclusively by the Subscription, S.C. GuardianAngel.NET S.R.L. not being responsible in any way for the pricing policy of the partners/organizations that purchase and resell the packages/services/products or re-sell.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY LAW

- **9.1.** *Content*, as defined in the preamble, including but not limited to logos, stylized representations, commercial symbols, static images, dynamic images, text and/or multimedia content presented in the Application, are the exclusive property of S.C. GuardianAngel.NET S.R.L., which reserves all rights obtained in this regard directly or indirectly (through licenses for use and/or publication)
- **9.2.** The User is not allowed to copy, distribute, publish, transfer to third parties, modify and/or otherwise alter, use, link to, display, include any Content in any context other than the one originally intended by S.C. GuardianAngel.NET S.R.L., the inclusion of any Content outside of the Application, the removal of the signs that signify the





copyright of GuardianAngel.NET S.R.L. on the Content as well as the participation in the transfer, sale, distribution of materials made by reproducing, modifying or displaying the Content, unless with the express written consent of GuardianAngel.NET S.R.L.

- **9.3.** All company names, trademarks, service marks, trade names, logos and logos are protected by applicable intellectual property rights rules. Nothing contained in the Application Content shall be construed as granting any license or right to use any trademark displayed in the Application without the written permission of GuardianAngel.NET S.R.L. or third parties that may own such trademarks.
- **9.4.** Any Content to which the User has and/or obtains access by any means whatsoever is subject to the Document, if the Content is not accompanied by a specific and valid use agreement concluded between S.C. GuardianAngel.NET S.R.L. and the User and without any implicit or express guarantee made by S.C. GuardianAngel.NET S.R.L. with reference to that Content.
- **9.5.** The User may copy, translate and/or use the Content only for personal or non-commercial purposes, only if they do not conflict with the provisions of the Document.
- 9.6. If S.C. GuardianAngel.NET S.R.L. grants the User the right to use, in the form described in a separate user agreement, a specific Content to which the User has or obtains access as a result of the agreement, this right extends only to that/those content(s) defined in the agreement, only for the period of its/those content(s) in the Application or the period defined in the agreement, according to the conditions defined, if they exist and do not represent a contractual commitment on the part of S.C. GuardianAngel.NET S.R.L. C. GuardianAngel.NET S.R.L. for the respective User or any other third party who has/gets access to this transferred content, by any means and who could be/is prejudiced in any way from this content, during or after the expiration of the use agreement.
- **9.7.** No Content transmitted to the User, by any means of communication (electronic, telephonic, etc.) or acquired by the User by accessing, visiting and/or viewing does not constitute a contractual obligation on the part of S.C. GuardianAngel.NET S.R.L. and/or the employee/assumed employee of S.C. GuardianAngel.NET S.R.L., who has mediated the transfer of Content, if any, with respect to such Content.
- **9.8.** Any use of the Content for purposes other than those expressly permitted by this Document or by the accompanying User Agreement, if any, is prohibited.
- **9.9.** The User may download and use the Application exclusively for personal, non-commercial purposes, for which S.C. GuardianAngel.NET S.R.L. grants a non-exclusive and limited license. Thus, the following are prohibited:
 - Using the App for illegal purposes;





- Selling, exporting, licensing, modifying, copying, reverse engineering, distributing or transmitting the Application without the prior written consent of S.C. GuardianAngel.NET S.R.L.;
- making derivative works, sub-licensing, lending or using the Application, the software underlying the Application or any of its components for other purposes;
- > otherwise making the Application available for copying by a third party;
- republishing materials uploaded to the Application (including republishing on various online and/or offline sites or platforms);
- public display of any material uploaded to the Application;
- reproducing, copying or exploiting material uploaded to the App for commercial purposes.

10. THE ORDER

- **10.1.** *The User* may place Orders in the Application, by adding the desired Goods and/or Services to the shopping cart, and then complete the Order by making payment by one of the methods expressly indicated. Once added to the shopping cart, a Good and/or Service is available for purchase to the extent that there is stock available for it. The addition of a Good and/or Service to the shopping cart, without the completion of the Order, does not entail the registration of an Order, nor the automatic reservation of the Good and/or Service.
- **10.2.** By completing the Order, the Buyer agrees that all data provided by the Buyer necessary for the purchase process are correct, complete and true at the time of placing the Order.
- **10.3.** By completing the Order, the Buyer consents that the Seller may contact the Buyer, by any means available / agreed by the Seller, in any situation where it is necessary to contact the Buyer.
- **10.4.** *The Seller* may cancel the Order placed by the Buyer, upon prior notice to the Buyer, without any further obligation of either party to the other or without either party being entitled to claim damages from the other in any case:
 - > non-acceptance by the Buyer's card-issuing bank of the transaction in the case of online payment;
 - invalidation of the transaction by the card/payment processor approved by S.C. GuardianAngel.NET S.R.L., in case of online payment;
 - the data provided by the User in the Application is incomplete and/or incorrect;
- **10.5.** The availability of an Asset will be displayed in the Application as follows:





- ➤ "In stock" there are at least 3 pieces in stock of S.C. GuardianAngel.NET S.R.L.
- ➤ "Limited stock" there are less than 3 pieces in stock of S.C. GuardianAngel.NET S.R.L.
- ➤ "pre-order" the good is not available in the stock of S.C. GuardianAngel.NET S.R.L. nor in the stock of the supplier. If the Buyer registers an Order for a Good that has "pre-order" displayed next to it, one of our sales consultants will check the supplier's supply deadline and contact the Buyer to inform him/her of the availability of the Good.
- ➤ "Out of stock" The Good is no longer available in stock at GuardianAngel.NET S.R.L.
- "currently unavailable" The Good is not available at the moment because it is not in the supplier's stock..

11. GOODS/SERVICES FOR WHICH THE RIGHT OF WITHDRAWAL IS NOT ENSURED

- **11.1.** The following are exempted from the right of withdrawal from the Contract:
 - > service contracts, after the services have been fully performed, if performance has commenced with the Buyer's express prior consent and after the Buyer has confirmed that it is aware that it will lose its right of withdrawal after full performance of the Contract by the Seller;
 - ➤ the supply of Goods made to the specifications submitted by the Buyer or clearly customized;
 - ➤ the supply of digital content which is not delivered on a tangible medium, if the performance has begun with the Buyer's express prior consent and after the Buyer has confirmed that he has become aware that he will lose his right of withdrawal.
 - The Buyer may not withdraw from the Contract and may not return the product/products but may request compensation if he wishes to deactivate the Subscription from the package purchased.

12. CONFIDENTIALITY

12.1. S.C. GuardianAngel.NET S.R.L. will keep confidential the information of any nature that the User provides. The disclosure of the information provided may only be made under the conditions mentioned in this Document.





- **12.2.** No public statement, promotion, press release or any other form of disclosure to third parties shall be made by the Buyer in relation to the Order/Contract without the prior written consent of the Seller.
- 12.3. By submitting information or materials through the App, the User grants the Seller unrestricted and irrevocable access thereto, the right to use, reproduce, display, modify, transmit and distribute such materials or information. The User must also agree that the Seller may freely use, for its own purposes, such information, ideas, concepts or techniques that it has transmitted via the Application. S.C. GuardianAngel.NET S.R.L. shall not be subject to any obligations regarding the confidentiality of the information sent, unless otherwise specified by the legislation in force.
- **12.4.** S.C. GuardianAngel.NET S.R.L. processes the personal data of data subjects in full compliance with the legal provisions, and these data are transmitted to third parties only for the following purposes:
 - > Conclusion and execution of the service contract:
 - ➤ Fulfillment of the legal obligation's incumbent on GuardianAngel.NET S.R.L. as service provider;
 - Exercise of a legitimate interest of the personal data controller.
- **12.5.** In this context, personal data are or may be communicated to the following recipients:
 - ➤ Central/local public authorities and institutions (e.g. National Health Insurance House, police, prosecutors' offices, courts, etc.);
 - Medical laboratories and medical imaging service providers;
 - > Employer of the data subject in the case of occupational health services;
 - Family doctors, polyclinic doctors, hospital doctors, emergency services, etc., if they are enrolled in the Application and register, facilitate the registration of new Users or access User data (only for Users of Services registered by them);
 - ➤ Emergency services staff: IGSU, ISU, Fire Brigade, Ambulance, SMURD, Mountain Rescue, etc., in medical emergencies;
 - ➤ UPU staff, Polyclinics, Hospitals, ATI etc. in situations requiring correct and complete information, only with the express consent of Service Users;
 - ➤ Sales partners natural and legal persons (re-sellers, sales agents) only the data necessary for creating the profile and activating the Service (name, surname, telephone number, e-mail, bracelet ID);
 - S.C. staff GuardianAngel.NET S.R.L. for the administration of the Application, the Website, reporting, User support, etc.; Public or private





health networks enrolled in the system, if they are providers of data, own information or Users;

- ➤ Local Public Authorities, Social Welfare Directorates if they purchase the Services offered by S.C. GuardianAngel.NET S.R.L. for the persons served only the data necessary to create the profile and activate the Service (name, surname, phone number, e-mail, bracelet ID);
- ➤ Institutional and organizational partners (Red Cross, NGOs, etc.) only the data necessary for creating the profile and activating the Service (name, surname, phone number, e-mail, bracelet ID), for people who join the ecosystem on their behalf;
- Software developer(s) (subcontractors) for development, testing, piloting, maintenance, etc. (by sampling only);
- ➤ Any other user (person or organization) to whom the User voluntarily shares his/her profile;
- Anonymous individuals who can scan the QR on the objects supporting it (wristband, stickers, cards, etc.) and have access/view the personal and medical data uploaded by the customer in the "public information" area; the customer has the flexibility to decide what personal data is uploaded in this area, also whether or not to display a QR scan by any anonymous person. In case the data is "hidden" from the public area, it is only accessible to people and organizations with assigned roles and accounts in the ecosystem (carers/guardians of people, people with connected profiles/accounts, doctors/emergency staff, hospital doctors, family doctors etc.).

13. INVOICING - PAYMENT

- 13.1. The prices of Goods and Services displayed within the Application do NOT include VAT but it is displayed separately and explicitly, according to the legislation in force. Thus, the total price displayed consists of the price charged by the Seller for the packages, plus VAT and, where applicable, the courier/delivery fee for the package.
- **13.2.** The price, method of payment and payment term are specified in each Order. The Seller shall issue an invoice to the Buyer for the Goods and Services delivered, and the Buyer is obliged to provide all the information required to issue the invoice in accordance with applicable law.
- 13.3. The Seller shall send the Buyer the invoice for the Order containing Goods and/or Services sold by S.C. GuardianAngel.NET S.R.L., as well as for any other payments related to the Order, exclusively in electronic format, by adding the invoice to the Buyer's Account or by electronic mail, to the e-mail address mentioned by the Buyer in the Personal Account.





- **13.4.** For a correct communication of the invoice related to the Order, the Buyer has the obligation to update, whenever necessary, the data in the personal Account and to access the information and documents related to each Order existing in the Account.
- 13.5. By this means of communication, the Buyer will keep a record of the invoices issued by S.C. GuardianAngel.NET S.R.L. in the Personal Account, having the possibility to save and archive them at any time.
- **13.6.** By sending the Order, the Buyer agrees to receive the invoices in electronic format, by having them added by GuardianAngel.NET S.R.L. to the Personal Account and by means of electronic mail to the e-mail address mentioned by the Buyer in the Personal Account.
- **13.7.** If this information is unavailable for more than 48 hours in the Account, the User is kindly requested to report this to the e-mail address: client@myInfoBand.ro.
- **13.8.** Netopia Payment is a fast online card payment method, which consists of making payment using the Card Token, without the need to enter the payment card details for each Transaction.
- **13.9.** To use Netopia, this option can be activated by the User at the time of placing an Order: at the time of payment by bank card, select/unselect the option to save the payment method.

14. DELIVERY OF ORDERS

- **14.1.** The conditions of delivery of the Goods and Services sold by S.C. GuardianAngel.NET S.R.L. can be found in the section "Delivery of orders".
- **14.2.** The Seller shall ensure proper packaging of the Goods and shall ensure the transmission of the documents related to each Good.
- **14.3.** The Seller shall deliver the Goods and Services both in Romania and abroad.

15. GUARANTEE

- **15.1.** All goods sold by S.C. GuardianAngel.NET S.R.L., benefit for 6 months from warranty conditions in accordance with the legislation in force and the commercial policies of the manufacturers. The goods are new, in original packaging and come from sources authorized by each manufacturer.
- **15.2.** In the case of goods sold and delivered by S.C. GuardianAngel.NET S.R.L., the guarantee certificates are issued directly by the manufacturer. The lack of the warranty certificate of the Goods must be reported within 48 hours of receipt of the Goods to the e-mail address client@ganet.ro. Any subsequent notification will not be taken into account.





16. TRANSFER OF OWNERSHIP OF THE GOODS

16.1. Ownership of the Goods shall be transferred upon delivery, after payment has been made by the Buyer at the location indicated in the Order (delivery = the moment when the goods are handed over and the transport document provided by the courier or the fiscal invoice in the case of deliveries made by GuardianAngel.NET S.R.L. personnel is signed upon receipt by the Buyer).

17. ACCOUNTABILITY

- **17.1.** *The Seller* shall not be liable for damages of any kind which Buyer or any third party may suffer as a result of Seller's performance of any of its obligations under the Order and for damages resulting from the use of the Goods and Services after delivery or for loss thereof.
- 17.2. By creating and using the Account, the User assumes responsibility for maintaining the confidentiality of the Account data (username and password) and for managing its access. To the extent permitted by applicable law, the User is responsible for the activity carried out through his/her Account.
- 17.3. By creating the Account and/or using the Content and/or placing Orders, the User expressly and unequivocally accepts the Terms and Conditions of the Application, in the latest updated version that is communicated within the Application, existing at the date of creating the Account and/or using the Content and/or placing the Order.
- 17.4. The Seller reserves the right to update and amend the App Terms and Conditions from time to time to reflect any changes in the manner and conditions of its operation or any changes in legal requirements. The document shall be binding on Users from the moment it is posted on the Application. In the event of any such changes, an updated version of the Document will be displayed on the Application, and the User is therefore requested to periodically check its content.

18. PROCESSING OF PERSONAL DATA

18.1. Users are requested to read the Privacy Policy regarding the processing of personal data, which forms part of this Document and can be found in the Application under the section "My Account" and is referred to as the "Privacy Policy".





19. "myInfoBand®" MOBILE APPLICATION

The Terms and Conditions of Use (together with the documentation referred to therein) constitute the terms and conditions of use under which the Buyer may access and use the Application made available by S.C. GuardianAngel.NET S.R.L. as a visitor or registered user.

The Buyer is kindly requested to read the terms and conditions of use carefully when accessing the Application, as they are applicable to any type of use of the Application.

By installing, registering and using the App, the Buyer confirms that he/she accepts these Terms and Conditions of Use and the Personal Data Processing Policy. If the Buyer does not agree to these Terms of Use, the Buyer is requested to delete the Application.

19.1. MYINFOBAND® APPLICATION FEATURES

- **19.1.1.** *The App* can be downloaded for free by anyone. In order to access the myInfoBand® Service, the User must be a Service Recipient. The Beneficiary is the User who has access to the Application and the Services offered by the Seller on the basis of a Subscription offered by the Seller.
- **19.1.2.** The User may have access to the myInfoBand® Service through a third-party organization such as his/her employer or one of the partner companies of S.C. GuardianAngel.NET S.R.L. or directly as a result of purchasing products offered by the Seller directly from the Application.
- 19.1.3. In order to access the myInfoBand® Service, it is necessary to create a user account, by entering the e-mail address, name, surname and telephone number. Registration requires the validation of the e-mail and/or telephone number (OTP code) and the setting of a password. In order to avoid the use of the Application by other persons without the User's consent, it is recommended to set a password that is not known or easily identifiable by a third party. If the User has forgotten the password or it has been accidentally disclosed by third parties, it is recommended that the User change the password or contact the Seller by telephone or at client@ganet.ro as soon as possible.

19.1.4. Currently, the Application allows access to services and features such as:

- > purchase subscriptions directly from the App;
- > purchase products directly from the App;





- > user account access and management;
- > upload personal information, medical information and medical documents;
- > QR code scanning;
- > myInfoBand® product owner profile management;
- ➤ share profile and medical history with authorized doctors (emergency doctor, ambulance doctor, family doctor, etc.).

19.2. AACCESS TO THE MYINFOBAND® APP

- **19.2.1.** *The App* can be downloaded and used on any smartphone or tablet with GSM / WIFI connection and Android or iOS operating system. In order to use the Services, it is necessary for the User to activate the Account, based on the phone number and email address. Also, during the registration process, the User will need to validate the phone number or email address by entering the OTP code received on the email address or phone (depending on the option chosen by the User) and set a password.
- **19.2.2.** In order to guarantee data security, the User is advised not to disclose the registration data to any person. Furthermore, if the User suspects that the registration data may be disclosed, it is recommended that the password be changed immediately.
- **19.2.3.** Registration as a User implies confirmation of the minimum age, acceptance of the provisions of the Terms and Conditions and the Personal Data Processing Policy of S.C. GuardianAngel.NET S.R.L.
- 19.2.4. The User expressly accepts that he/she is aware that the use of the Application is essential for performing a transaction, accessing the Account and performing any other actions within the Account, and that the loss of its details or disclosure of authentication elements to third parties may result in the loss of the Account, unwanted transactions, accessing personal data or even the closure of the Account.
- 19.2.5. After the creation of the Account, the following personal data will be collected for the provision of the Services offered through the Application: name, phone number, valid e-mail, geo-location (in the case of the latter, the settings on the mobile device can be changed, but there is a risk that some options of the Application may cease or change their functionality).
- 19.2.6. In addition, in order for the Application to function optimally, the User must allow the Application to access certain functions of the mobile device, as requested by system messages within the Application: camera, photo gallery, SMS, location (GPS), and other functions that may be added during the development of the Application, as requested by the message received through the Application itself. These functions can only be accessed after the User has expressly granted access.





- 19.2.7. With regard to geo-location, please note that if the User does not choose to have geo-location work only when the App is open, or does not close the App manually after closing it, the App will continue to run in the background of the User's phone and still provide geo-location data. At the same time, if it decides not to allow access to geo-location, certain functionalities will be accessible only to a limited extent (e.g. the App will not allow to identify the exact location of the owner).
- 19.2.8. If, at the time of visiting the partner's location, the User does not have a mobile device or the downloaded Application with him/her, it will be possible to identify him/her as a Beneficiary based on his/her telephone number and/or e-mail, provided that this information is provided at the time of presenting him/her at the location of the partner S.C. GuardianAngel.NET S.R.L.

19.3. USER ACCOUNT AND PASSWORD

- 19.3.1. In order to have access to the Services and benefits offered by the Seller it is necessary to create an Account. To create the Account, it is necessary that the User confirms his/her age, accepts the Terms and Conditions and the Personal Data Processing Policy. The Account is created on the basis of the User's personal data (e-mail, name, surname, telephone number) and a password is required.
- **19.3.2.** In order to purchase services from the Seller's partners and to benefit from its discounts or offers, the User has the possibility to register a credit or debit card within the Application.
- **19.3.3.** All financial transactions and payments made for the purchase of Services provided through the Application are processed by Netopia's payment processor.
- **19.3.4.** When entering the card into the Application, the User is redirected to the Netopia payment processor's page, and the payment processor will ask the User to agree to save the card. In order to verify the veracity and validity of the card, the processor may authorize a payment of 1 RON (blocking the money on the customer account), the amount will be automatically released after the security checks have been completed.
- **19.3.5.** The application allows Users to pay for services directly with the bank card registered in the application.

20. LINKS TO MYINFOBAND® APP

20.1. *The User* may refer to the Application through a link, as long as it does so in a fair manner that does not harm the reputation of GuardianAngel.NET S.R.L. and does not take advantage of its reputation for personal purposes.





- **20.2.** The user is prohibited from creating a link in such a way as to suggest in any way any form of association, approval or support from GuardianAngel.NET S.R.L. when there is no such situation. It must not establish a link to the Application within a website that does not belong to it. S.C. GuardianAngel.NET S.R.L. reserves the right to withdraw the link to the Application without prior notice.
- **20.3.** If the User wishes to use the Content of the Application other than in the above situations, he/she is requested to contact S.C. GuardianAngel.NET S.R.L. by e-mail at the following address <u>client@ganet.ro.</u>

21. LINKS TO THIRD PARTIES

21.1. Any links to other websites or other resources provided by third parties are provided for the User's information only. S.C. GuardianAngel.NET S.R.L. has no control over the content or resources of those websites.

22. VIRUSES

- 22.1. GuardianAngel.NET S.R.L. does not guarantee that the Application or the Website will be secure or virus-free. The User is directly responsible for configuring his/her IT systems for access to the Application and/or the Website and for using his/her own anti-virus software. The User must not misuse the Application and/or the Website by introducing viruses, Trojans, worms or other material that may create technological problems. They must not attempt to gain unauthorized access to the Application or the Website or allow access to them by a third party.
- 22.2. The User must not attack by denial-of-services or distributed denial-of-services attacks. By violating this provision, he/she commits an offence under Romanian law and S.C. GuardianAngel.NET S.R.L. will report any such violation to the competent investigative authorities and will cooperate with the authorities by providing the User's identity to them. In the event of such violation, the User's right to use the Application shall immediately cease.

23. MAJOR FORCE

23.1. In case of force majeure or fortuitous event, S.C. GuardianAngel.NET S.R.L. shall not be held liable for failure to perform or improper performance of its obligations. GuardianAngel.NET S.R.L. shall also not be liable for the act of a third party, when this has the characteristics of a fortuitous event or force majeure. For the purposes of this Contract, force majeure is an event beyond the control of the parties, such as fires,





earthquakes or other natural disasters, wars, revolutions, strikes, pandemics, restrictions arising from quarantine, technical problems affecting the functionality of the Application, orders or acts of public authorities, etc.

24. LIABILITY OF S.C. GUARDIANANGEL.NET S.R.L. IN RELATION TO BENEFICIARIES

24.1. S.C. GuardianAngel.NET S.R.L. has no responsibility regarding:

- ➤ The incorrect information provided by the Beneficiary. The Beneficiary has the possibility to correct the personal data in the account created in the Application at any time or by contacting directly GuardianAngel.NET S.R.L. at the contact details available on the Website or in the Application;
- ➤ the possibility of contacting viruses by accessing the Website or the Application or by receiving informational or promotional e-mails;
- inconvenience created by interrupted access to the Application due to your internet service provider (ISP);
- the content or nature of the sites through which a User links to the Application.
- the insufficiency of data in the User's personal profile;
- > outdated information in the User's profile.

25. LIMITATION OF LIABILITY FOR APPLICATION CONTENT

- **25.1.** The entire contents of the App are delivered on an "as available", "as is" basis without any warranties of any kind either express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement.
- **25.2.** S.C. GuardianAngel.NET S.R.L. does not guarantee the accuracy, completeness, timeliness or certainty of any Content made available through the Application. Users are responsible for verifying any information before relying on it. Use of the Application is at the sole risk of the User
- **25.3.** Although S.C. GuardianAngel.NET S.R.L. makes every effort to ensure the User's access to the Services and Goods offered, it cannot guarantee that the Application or the Website is error-free or that there will be no errors or omissions in their Content.





Nor can it guarantee that the Application, the Website and their Content will be accessible at all times without interruption. S.C. GuardianAngel.NET S.R.L. shall not be liable in the event that the Application and/or the Website cannot be accessed, regardless of the reason for the impossibility of access and regardless of the duration of such impossibility.

25.4. Furthermore, S.C. GuardianAngel.NET S.R.L. shall not be liable for any damage caused by a virus, denial-of-services attack or distributed denial-of-services attack, or by any other type of technological material that may infect the computer, IT system or User's data as a result of using the Application or other websites that exist in the Application and/or the Website.

26. MODIFICATION OF TERMS AND CONDITIONS

- **26.1.** S.C. GuardianAngel.NET S.R.L. may revise the Terms of Use and any other applicable terms at any time by amending the relevant pages. The Terms and Conditions are subject to change without prior notice and are made known to you by posting directly on the Application.
- **26.2.** The User is requested to check the relevant pages for any changes to the Terms and Conditions of Use, as such changes will apply to the User from the time of the update. If he/she uses the App after a change, he/she accepts the amended Terms and Conditions.
- **26.3.** S.C. GuardianAngel.NET S.R.L. reserves the right to update the Application and the Website at any time and to change their Content. However, the User is kindly requested to bear in mind that the Application and/or the Website may be out of date at the time of viewing them and S.C. GuardianAngel.NET S.R.L. has no obligation to update it in real time.
- **26.4.** S.C. GuardianAngel.NET S.R.L. shall make every effort to provide the User with all versions of the Terms and Conditions applicable to the User. However, if the User does not identify in the Application the version that is applicable to him or that interests him, he is requested to contact S.C. GuardianAngel.NET S.R.L. at any of the contact details on the Website or in the Application, and an operator will provide him as soon as possible, by e-mail, with any version of the Terms and Conditions.

27. APPLICABLE LAW - JURISDICTION

27.1. Romanian law is applicable to these Terms and Conditions of Use of the Application, as well as any matters relating to or in connection with their Content. By accepting the





provisions contained herein, the User agrees that any issue or dispute arising from these Terms and Conditions shall be subject to the jurisdiction of the competent Romanian courts in Sibiu, Romania.

28. ONLINE SUPPORT AND ASSISTANCE

- **28.1.** GuardianAngel.NET S.R.L. provides the User with a support operator during the use of the Application. The online support service can be accessed on working days (Monday to Friday, except public holidays) between 09:00 and 18:00, via the Website. On the front page of the Website, the bottom right-hand corner of the page contains a Live Chat facility where the User can contact an available operator in real time to receive assistance in the event of a problem or to receive answers to the User's questions.
- **28.2.** The Operator cannot answer questions/issues related to the Services that are not provided by S.C. GuardianAngel.NET S.R.L., beyond the information already existing in the Application, but can redirect the User either to the contact point in the Organization that has the necessary information, or to the provider that can provide this information.

29. CONTACT

If there are any questions regarding the Content of these Terms and Conditions, the User is requested to contact S.C. GuardianAngel.NET S.R.L. at the following e-mail address client@ganet.ro

30. RISKS AND LIMITATIONS

- **30.1.** If the Annual Subscription has expired and has not been renewed within 30 days of the expiry date, all data and documents saved in the holder's profile will be deleted and cannot be retrieved.
- **30.2.** In cases where the User selects the option to display detailed medical information regardless of where he/she is located, the data and documents uploaded to the owner's profile will be accessible to any person, both authorized and unauthorized.
- **30.3.** In order to avoid damaging the support devices provided by S.C. GuardianAngel.NET S.R.L., it is recommended to avoid washing them with a washing machine, as there is a risk that the QR code will decompose and the holder's information will no longer be accessible.





- **30.4.** In the process of scanning the code, the response time may be affected due to erroneous scans (image not in focus, blurred, delay of the mobile device, etc.).
- **30.5.** If the products sold by S.C. GuardianAngel.NET S.R.L. are not used in a suitable environment, the QR code may suffer scratches or other defects that will affect access to the information about the owner. It is not advisable to expose the products to the elements or to use chemical agents to clean them.
- **30.6.** If the User is not old enough to manage his/her own Account, it is necessary that his/her parent or guardian reads these conditions together with the User. If you are a parent or guardian and allow your child to use the Services offered by S.C. GuardianAngel.NET S.R.L., these conditions apply to you and you are responsible for your child's activity in those services.
- **30.7.** In order to avoid misdiagnosis and/or wrong interventions, it is recommended that the User correctly enter all necessary information and upload the related documents and then check their accuracy.
- **30.8.** If the User suffers an accident, at the time of scanning the QR code, the emergency contacts declared by the User in the profile will NOT receive automatic notifications. The emergency contacts will be notified afterwards by the relevant staff. If the User does not require medical attention, emergency contacts can be notified by anyone who scans the QR code and accesses the emergency contacts' information.
- **30.9.** To avoid the risk of misleading medical professionals, the User is advised to update his/her personal and medical information frequently.
- **30.10.** In order to support doctors in making correct decisions in the rescue process, the User is recommended to fill in correctly all available fields in the profile, even if they are not mandatory. Any information about him/her may help in the rescue process.
- **30.11.** The QR code carrier device (wristband, sticker, PVC card) is a physical product that does not contain any electronic component, the only functionality being the QR code engraved on its material, which by a simple scan with the mobile device, allows the reader to access the personal and/or medical information of the myInfoBand® product owner.
- **30.12.** If the interfaces displayed after scanning the QR code are to be translated into English, only predefined elements of the fields will be translated, without translating the information entered by the User.
- **30.13.** In order to be able to access information about the owner of the product, when scanning the QR code, the reader of the code must have an internet connection (GSM / WIFI). If he does not have an internet connection, the URL address stored in the QR code will not be accessible.





- **30.14.** QR codes do NOT contain chips or other electronic features, they are similar to bar codes as designs applied to a product. Therefore, QR codes DO NOT allow tracking of the owner.
- **30.15.** S.C. GuardianAngel.NET S.R.L. does not guarantee medical results based on information and documents entered by the owner. These are for information purposes and help to identify and know the medical situation of the owner of the product.