

GENERAL CONDITIONS

These general conditions, except for any exceptions specifically agreed in writing, govern the methods of purchasing the product **Mymemo**[®] Pill Dispenser, together with the digital services available through a subscription to the App **Mymemo**[®], to the price list in force reported on the RGF Diagnostics Srl website and to the contents viewable via hyperlink starting from the aforementioned web page, expressly referred to in these contractual conditions.

They cancel and/or replace any stipulation, agreement, even verbal, that may have occurred. Unless otherwise specifically agreed, the latest text of the General Conditions disclosed by the site www.mymemo.care will be considered applicable to the relationships between the Parties. The changes and updates will be notified to Users through specific information on the Home Page as soon as they are adopted and will be binding starting from their publication on the site, replacing the previous version.

It is therefore advisable to check the notices on the home page of the site and, in any case, to regularly access this page to check the current publication.

They will be considered fully valid and effective between the Parties where expressly accepted upon registration by the User and, in any case, pursuant to art. 1335 Italian Codice Civile, for the purposes of the legal presumption of knowledge of the same, if not contested in writing, even by fax or email, within 15 days of registration or publication on the site or within the shorter period elapsed between publication and/or registration and the request for provision of a Service.

If the General Conditions are translated into different languages, the Italian text will be considered decisive and prevailing over any other translation.

The nullity, voidability or ineffectiveness of one or more articles contained in these General Conditions will not lead to the ineffectiveness or invalidity of the remaining clauses which, therefore, will remain productive of effects between the Parties, as specified in the art. 16.3.

1. OBJECT OF THE CONTRACT

1.1 The object of this contract is the sale of the product **Mymemo**[®] Pill Dispenser, together with **Mymemo**[®] App, necessarily related to the same, as a tool to support therapeutic adherence, mono/poly-pharmacological monitoring and management and updating of one's clinical diary, in addition to what is better specified in the Technical Data Sheet referred to in **Mymemo**[®] Pill Dispenser and to **Mymemo**[®] App designed and developed by RGF Diagnostics Srl, reserved for Users who have purchased or, where permitted, rented the **Mymemo**[®] Pill Dispenser and the registration and installation of the App itself, by registering in the appropriate section, with the characteristics, costs and methods of use described in detail in the information sections of the site and the App.

1.2 The **Mymemo**[®] Pill Dispenser, conceived, designed, manufactured and distributed exclusively by RGF Diagnostics Srl - and/or its authorized distributors - consists of a dispenser of medicines in pills and/or capsules, programmable by type of medicine, dosage and time of intake in personalized

manner based on each person's therapeutic plan, automated, for optimal home and residential care and to protect mono/poly-pharmacological therapeutic adherence.

1.3 In any case, the User, at any time during registration and navigation, by accessing the pages of the site dedicated to the service, the conditions, costs and advantages, expressly referred to with a hyperlink in the registration form or on the web pages, can learn about them in detail the contents, the technical characteristics and the relative cost, recognizing from now on that the product is suitable for the specific use it intends to make of it, assuming all related risks, without prejudice to what is specified in the art. 7.

1.4 RGF Diagnostics Srl reserves the right to modify, eliminate certain information and/or services, as well as to integrate further services, indicating the relative cost, in addition to the right to modify, at any time, the methods of provision of the services themselves.

2. COMPLETION OF THE CONTRACT AND USER REGISTRATION

2.1 The negotiation procedure for purchasing the product **Mymemo**[®] Pill Dispenser is described in the following articles, while the negotiation procedure for the purchase and installation of the App is reported in the specific General Conditions, which can be viewed in the specific section of the site, where the User is asked to select the type of subscription. The negotiation procedure for purchasing the product **Mymemo**[®] Pill Dispenser is made up of several consequential phases: the Customer, by accessing the Site, views all the items offered and proceeds to select the products, examining photographic reproductions of the same and expressing their choices with a point & click mechanism, ticking the box corresponding to the model/ chosen colour, indicating the progressive number of the products and inserting everything into the virtual cart. The sum of the total cost will be visible with each addition of a product. After having selected the products and added them to the virtual cart, continuing with the appropriate button, the User can complete the order form, entering the billing data and the place of delivery of the purchased product. In this form it is essential to enter your telephone number for possible contacts and an active e-mail address to which the retailer will send an order confirmation email. The User, having read the characteristics of the product, the relative cost, known and accepted the conditions regulating the sale, completed the form relating to the billing data and, if different, the shipping data, proceeds to choose the methods of payment. Finally, with check out the purchase is concluded. By registering, the User can avoid having to manually fill in his data for the next purchase and access the reserved area via login. The contract is to be considered completed upon payment of the agreed price. Upon completion of the order, RGF Diagnostics Srl sends an email without delay confirming the order placed and allowing the Customer, by activating a hyperlink contained in the same email, to re-read these general conditions, print them or save an electronic copy.

2.2 The description of the products and the methods of sale and delivery, as published on the site www.mymemo.care, constitutes an invitation on the part of the same to contract, pursuant to the civil code, to which the User adheres by inserting the chosen products into the virtual cart, activating the "Buy" button and paying the related cost, to be understood, for all legal purposes, manifestation of negotiating willingness. Please remember that all the information referred to in the article 12 of

Legislative Decree 70/2003 and articles 49 and 52 of Legislative Decree 205/2006 are reported in these contractual conditions, made known to the User before the conclusion of the contract, via a specific hyperlink and expressly accepted by the same, as well as made accessible to the same by email. The User is advised to print and keep these conditions. It is underlined that the email referred to in the art. 2.2 is valid as a receipt of the recipient's order and contains a summary of the general and specific conditions applicable to the contract, as well as information relating to the essential characteristics of the service, in compliance with the art. 13 Legislative Decree 70/2003. Finally, please note that, in responding to the confirmation email received, the Customer expresses his acceptance of the contractual clauses specifically brought to his attention, pursuant to and for the purposes of the art. 1341 et seq. Italian Civil Code, as expressly provided for in the art. 16.5, also expressly implementing the contract. If the User does not intend to accept even one of the terms and conditions of these General Conditions, he is invited to refrain from using the Services and downloading the App.

2.3 During the registration procedures, the User can at any time access the different sections of the site describing the characteristics of the services, the prices applied, the payment methods, and can, at any time, proceed with the re-reading, cancellation and rectification of the own data, without any obligation to conclude the registration and, with it, the contract.

2.4 Pursuant to and for the purposes of the art. 1327 of the Italian Civil Code, the Customer, in communicating his intention to purchase the products offered on the Site, expressly requests execution without prior acceptance.

3. CONDITIONS OF ACCESS AND AVAILABILITY OF THE PORTAL

3.1 Access to the catalog and the product purchase procedure will take place via the Internet or, in general, with TCP/IP connections via a web interface. The verification of the compatibility of the instrument itself and/or the software and/or the network settings is the sole responsibility of the User. RGF Diagnostics Srl cannot, in any way, be held responsible for any defect, difficulty, discontinuity, delay or impossibility of access and/or use of the services, deriving from the compatibility referred to in the previous paragraph, or connected to any deficiency in the software or your hardware or connection.

RGF Diagnostics Srl does not assume any responsibility for damages, claims or losses, direct or indirect, arising to the User due to the failure or defective functioning of the telephone and/or telematic connection equipment of third parties, including Internet Service Providers, or unmanaged services directly from RGF Diagnostics Srl or from subjects to whom it is responsible, even if such problems prevent access to the portal www.mymemo.care and, as a result, the impossibility of completing the purchase.

4. METHODS AND TIMES FOR PROVISION OF SERVICES

4.1 RGF Diagnostics Srl allows the User, exceptionally and as part of the preview presentation of the product, to proceed with immediate booking of the **Mymemo**[®] Pill Dispenser, by paying an upfront payment and the subsequent balance of the remaining amount before shipping. The reserved product

will be delivered by 05.31.2024 upon payment of the balance. The parties are aware that the aforementioned delivery deadline does not constitute an essential deadline, being merely indicative and can well be deferred for production needs.

4.2 After this preview, the Product, unless otherwise indicated, will be considered available within the deadline indicated on the site. The product, due to production or other needs, may be subject to limited availability. On such occasions, specific information will be given on the site at the time of purchase.

4.3 Unless otherwise indicated on the site, when purchasing the product, delivery will be free for shipments within Italian territory (including islands); otherwise, for all shipments outside Italy, in the EU or in non-EU territories authorized to order, the shipping cost will be equal to the cost indicated when completing the purchase form. The selected product will be delivered, as a rule and except in cases of force majeure, only in the Italian territory, including islands, within 5/7 working days. The terms start from the moment of confirmation of payment.

4.4 RGF Diagnostics Srl is not responsible for any delays, being in turn subject to the storage, distribution and logistics times and methods of the courier in charge, based on the distance in kilometres, the customer's availability and/or what is specified in the transport conditions. If the products are purchased as part of promotional sales or temporary initiatives of any nature, RGF Diagnostics Srl does not guarantee delivery within the terms indicated above. Such changes will be appropriately communicated by RGF Diagnostics Srl on the Site and/or by sending e-mails or other methods of communication.

4.5 Unless otherwise indicated, in the event that the courier is unable to make the delivery for any reason, it will leave a notice of passage containing the numbers useful for setting a new delivery date. The courier, on Italian territory, delivers from Monday to Friday from 9:00 to 18:00. After two delivery attempts, the product will remain in storage with the courier for a period of 10 days after which the product will be returned to the sender. If delivery is not possible, the Buyer will be informed immediately that the goods cannot be delivered and, as a result, all amounts already paid will be returned immediately. Delivery to foreign territory (EU or Non-EU) will be governed by the conditions gradually applicable by the international courier in charge.

4.6 There is no obligation on the part of RGF Diagnostics Srl to accept the execution of the order requested by the User, being able, at its sole discretion, without obligation to give reasons, to refuse to process the order. If this occurs, RGF Diagnostics Srl will promptly inform the Customer, returning any amount paid for the cancelled order.

4.7 RGF Diagnostics Srl reserves the right to carry out, for a limited time and/or in correspondence with specific initiatives, promotional sales, according to the methods and conditions indicated from time to time on the site www.mymemo.care.

4.8 Any promotional codes received via e-mail or downloadable from the site are strictly personal and non-transferable. Each promotional code, by nature, has a validity period and this time limit cannot be extended in any way. In some cases, promotional codes are valid exclusively under the conditions specified in the email containing the code.

4.9 Any promotional codes cannot be combined, transferred and/or sold. RGF Diagnostics Srl reserves the right to refuse orders placed through the use of promotional codes that show signs of duplication or fraudulent use.

5. FEES

5.1 Without prejudice to the provisions of the art. 4.1, the User will pay RGF Diagnostics Srl as consideration for the purchase of the products, the rates indicated in the price list published on the site, with the payment method selected and according to the instructions provided online. The prices indicated on the Site must be understood as inclusive of VAT and do not include any additional costs for shipping and delivery which, where applicable, are in any case made known to the Customer through specific indications on the Site and specifically referred to during the purchase procedure. When selecting the product, the Customer will view the exact purchase price, depending on the number of items selected, transport costs, etc. Payment by means of credit cards of the main international circuits is permitted (for example VISA / MASTERCARD) as managed by Paypal. Orders cannot be paid by bank transfer, cash on delivery or Post-pay or in any case payment methods other than those expressly enabled on the site in the appropriate section.

5.2 To proceed with payment using the payment methods indicated in the art. 5.1, the User must use the relevant page made available by the Company and enter all the data required for invoicing. The User acknowledges and accepts that payments and all the management of the data necessary to make the payment are entirely managed by third-party companies other than RGF Diagnostics Srl, and subjected to the conditions of use prescribed by the Company holding the payment service, as can be examined on the websites of each Company. At no time during the purchase procedure referred to in this article is RGF Diagnostics Srl able to know the information relating to the User's credit card, transmitted via a secure connection directly to the payment gateway site that manages the transaction. The financial information (such as the credit/debit card number or its expiry date) will be forwarded, via encrypted protocol, to the banks that provide the relevant remote electronic payment services, without third parties being able, in any way, to have access to you. access. Furthermore, this information will never be used by RGF Diagnostics Srl except to complete the procedures relating to the purchase and to issue the relevant refunds in the event of any product returns or if it is necessary to prevent or report the commission to the police forces. of fraud through the Site. No computer archive of RGF Diagnostics Srl will retain such data. Under no circumstances can RGF Diagnostics Srl be held responsible for any fraudulent or improper use of credit cards by third parties at the time of payment.

5.3 In case of payment by credit card, at the conclusion of the online transaction, the relevant payment gateway will authorize the amount relating to the purchase made. In the event of cancellation of the purchase by the User for exercising the right of withdrawal, within the limits within which it is exercisable, and/or for return (where replacement is not possible), cancellation will be requested by RGF Diagnostics Srl without delay. of the transaction and the release of the committed amount. The release times, for some types of cards, depend exclusively on the payment gateway system and can reach their natural expiry (24th day from the authorization date). Once the transaction has been

cancelled, the User acknowledges and expressly accepts that under no circumstances can RGF Diagnostics Srl be held responsible for any damages, direct or indirect, caused by delay in the failure to release the committed amount by the gateway payment.

5.4 For Users who have chosen the payment method via the PayPal platform, RGF Diagnostics Srl reminds you that PayPal, to guarantee maximum security in payments, verifies that the user's browser is running the Secure Sockets Layer 3.0 (SSL) cryptographic protocol or the later version. This protocol protects the integrity of data during transfer to servers, using an encryption key length of 168 bits (or the maximum commercially available).

5.5 RGF Diagnostics Srl reserves the right to request from the User additional information (e.g. identification document) or to send a copy of documents proving ownership of the credit card used. In the absence of the required documentation, RGF Diagnostics Srl reserves the right not to accept the order.

5.6 RGF Diagnostics Srl reserves the right to adjust the rates, without prior notice. The new prices will be applied only to products purchased after their change.

5.7 In compliance with the European Payment Services Directive (PSD2), payment service providers have adapted their system, carrying out user identity verification (SCA) as required and increasing security standards

6. BILLINGS

6.1 In case of purchase by an economic operator/IP owner or by natural persons who expressly request it, RGF Diagnostics Srl will issue an invoice upon receipt of the advance amount, to be understood as including VAT, for the amount of the latter.

6.2 Any invoice will be sent by email in PDF format to the last address declared by the User, who is responsible for the correctness and updating of such contact details. The Parties agree that it is the express duty of the User to promptly notify RGF Diagnostics Srl of the failure to receive the invoice, if it has not reached its destination within 48 hours of payment of the amount.

6.3 Apart from the previous cases, RGF Diagnostics Srl is not required to issue an invoice and/or commercial document pursuant to and for the purposes of the art. 22, paragraph 1 n. 1 of Presidential Decree n. 633/1972 and Resolution 274/E/2009, without prejudice to the obligations set out in art. 2, letter o) of Presidential Decree no. 696/1996 and following amendments and additions.

7. RESPONSIBILITY

7.1 As a result of the sale, RGF Diagnostics Srl undertakes to transfer ownership of the selected product to the Buyer who accepts, pursuant to art. 1470 Italian Civil Code. The goods will be delivered to the buyer's domicile (Door-to-Door) by courier according to the chosen methods. The Customer declares, from now on, to bear the related delivery costs as detailed in the purchase offer and undertakes to provide all information useful for delivery (correct shipping address, correct telephone number for contacts) and to attend the collection of the goods, so that they can verify their regularity and, if necessary, having ascertained tampering with the packaging, broken components or

other anomaly, correctly carry out the acceptance procedure with reservation as better explained in the art. 8.3 and in the Returns and Shipping Section.

With the delivery of the goods to the shipper, RGF Diagnostics Srl is expressly exempted from any responsibility for the custody and loss of the goods and/or for any delays in delivery.

7.2 The Customer declares to have examined the product and its characteristics exactly and to have found it to meet their needs and suitable for the purposes for which it was purchased.

7.3 The above does not intend to limit nor does it limit the legal guarantee, however provided by the manufacturer based on the art. 128 of the Consumer Code. On the basis of this legal guarantee, in the presence of a defect/conformity defect, the Buyer has the right, at his choice, to have the defective goods repaired or replaced by the seller, without charging costs, unless the remedy requested is impossible or excessively onerous compared to the other. Due to commercial policies, RGF Diagnostics Srl favors the replacement of the product rather than its repair. The replacement times of the defective product depend on the availability of the returned product in stock. If replacement or repair is not possible, the consumer still has the right to a refund of the price paid for returning the defective product to the seller. The product must be returned in the same conditions as it was received, carefully packaged inside the original packaging, complete with all its elements and any documents and accessories. In order to limit damage to the original packaging, RGF Diagnostics Srl recommends placing it in a second box.

The warranty is not applicable if the defect is caused by negligence, carelessness in the use and maintenance of the product, or any other non-compliant use.

RGF Diagnostics Srl reminds you that the buyer can assert this right no later than 60 days from receipt of the goods or, in any case, within the maximum term of 24 months from receipt of the goods in the event of hidden defects, provided that they present a document certifying the purchase (invoice or purchase receipt) and send a communication to Customer Service at the email address: support@mymemo.care. Any request sent by e-mail must be promptly followed by the same communication addressed to the Seller by registered mail to the address RGF Diagnostics Srl, with headquarters in 20122 Milan at Via Orti 3. Once the notification has been received, RGF Diagnostics Srl will contact the Customer to communicate how to return the goods, which will take place without any additional expense for the Customer. Once the product returned by the Customer has been checked, RGF Diagnostics Srl will replace or repair it and proceed with the shipment of the repaired or replaced product, except as provided in the art. 130 of Legislative Decree no. 206/2005. If, following an inspection by RGF Diagnostics Srl, the defect is not found to be a lack of conformity, the customer will be charged for any costs of verification and restoration, where applicable, as well as transport costs if supported by RGF Diagnostics Srl.

7.4 The Parties expressly agree that for the products covered by the contract, defects and non-conformities do not constitute defects, valid pursuant to art. 1495 Italian Civil Code et seq., or for the enforcement of the legal guarantee any differences in colour, tone, definition, chiaroscuro or other between the version viewed online and the one delivered to the same, as attributable to the parameters of brightness, contrast, sharpness or other set on the Customer's monitor.

7.5 The Customer has in any case the right to exercise withdrawal within the terms set out in the art. 52 et seq. of the Consumer Code, as better specified below.

7.6 The product **Mymemo**[®] Pill Dispenser, according to Italian legislation, is NOT a medical device and represents a mere aid to the management of pharmacological therapy (capsules and pills only (in their whole form) and not medicines that require controlled temperature). No commitment is made regarding its specific suitability for the treatment purposes pursued. The use of the product and in particular, its programming, loading of drugs, association with the app and the clinical diary/therapeutic indication contained therein etc. takes place under the exclusive responsibility of the user and, to the extent of his/her competence, of his doctor and/or caregivers, with the exclusion of any burden of verification and any liability borne by RGF Diagnostics Srl. Furthermore, no guarantee is provided that the results obtainable from the therapy performed, although monitored and rigorously applied, are effective, accurate or reliable, nor that the medicines taken are suitable for the purpose for which the User intends to use them, nor, in the case of clinical application, suitable for the concrete problem, free from risks or prejudices, suitable, safe and valid. Please note that the **Product **Mymemo**[®] Pill Dispenser, if correctly associated with the App and used in accordance with the instructions provided, can allow the correct administration of the prescribed therapy, but does not constitute a clinical recommendation, nor a judgment of conformity regarding the recommended therapy, whose effectiveness, safety, usefulness for the pathology found or otherwise remains the full and exclusive responsibility of the doctor who prescribed it and/or, to the extent applicable, of the manufacturer.** RGF Diagnostics Srl has no power to verify the contents and therapeutic indications. Although the **Mymemo**[®] Pill Dispenser and the integrated system support mono/poly-pharmacological therapies, this functionality must not be understood as an implicit declaration of the correctness or approval of the simultaneous administration of the drugs taken in the specific case, any evaluation or verification regarding the harmlessness of the pharmacological correlation being excluded and/or regarding the absence of contraindications or side effects.

Furthermore, the product does not guarantee the storage of medicines at the recommended temperature, humidity or other conditions, if the **Mymemo**[®] Pill Dispenser is not stored in a dry place and away from heat sources. The User accepts and acknowledges that the **Mymemo**[®] Pill Dispenser and the **Mymemo**[®] Apps constitute solely technical support tools and, as a result, implement the therapeutic indications received from your doctor at your own discretion and at your own risk, assuming all responsibility for any damage to yourself and/or third parties.

7.7 Except in cases of wilful misconduct or gross negligence, RGF Diagnostics Srl is not responsible, either by way of non-compliance, fault or negligence, for damages of any nature, whether direct or indirect, suffered by the User, by third parties in relation to the use of the **Mymemo**[®] Pill Dispenser associated with **Mymemo**[®] App.

8.OBLIGATIONS OF RGF DIAGNOSTICS SRL

8.1 RGF Diagnostics Srl undertakes to diligently manage the care and maintenance of the product in a state of efficiency, but does not assume any different and/or additional responsibility with respect to that specified in the art. 7.6 and 7.7.

8.2 RGF Diagnostics Srl fully implements the provisions of the legislation on Privacy, Electronic Commerce and Consumer Code as fully explained in the respective sections of the web pages and/or the App. RGF Diagnostics Srl, however, is diligent towards its Users, in order to ensure, as far as possible and known, compliance with any prescription, recommendation or relating to the performance of its activity, which may occur over the years.

9.USER OBLIGATIONS

9.1 In addition to everything specified in the art. 7 "Responsibility", the User guarantees that the data reported in the Registration Form are correct and updated, as well as guarantees that he or she has reached the age of majority and possesses the capacity to act and contract, indemnifying RGF Diagnostics Srl from any liability in case of violation by the same User of the obligations referred to in this art. 9.1. In particular, the User is responsible for the truthfulness of the information and personal data provided upon registration and must immediately inform RGF Diagnostics Srl of any change in the same information and personal data provided.

9.2 With the purchase or rental of the Product, the Customer acquires, respectively, ownership or possession of the product as received in execution of the purchase order, with the sole right of private use or for activities auxiliary to his own. Subsequent marketing or distribution is prohibited. The availability of the trademark, logo and/or other contents covered by industrial property rights or copyright does not in any way constitute the attribution of the license to use the same or the total or partial assignment of the patrimonial rights on the same which remain with the Holder.

9.3 In implementation of what is stated in point 7.3, the Customer is required to check at the time of delivery of the goods that the number of packages delivered corresponds to what is indicated in the transport document and that the packaging is intact and unaltered, including the closing tapes.

In the event of tampering and/or breakages, the Customer must immediately contest the shipment and/or delivery by affixing the writing "GOODS CONTROL RESERVE" on the copy of the delivery document to be returned signed to the courier or other operator, specifying in the same document the detail of what was found (external appearance of the packaging, elements of break-in, damage, apparent breakages, tampering, etc.). In particular, the buyer undertakes to report to the Courier, upon receipt, using the forms provided by the same courier, the presence of breakages, tampering with the package, tears in the closing tape, spillage of liquids or oil on the package or any other anything else may have damaged the item inside the package, as well as any circumstance that may have compromised the quality of the order. In the above circumstances, as well as in the case of products in fewer numbers than those ordered, broken, or in any case presenting obvious defects, the customer is asked to document the disputed matters by means of photography or video.

The Customer also undertakes to communicate the problem immediately and in any case within a maximum of 24 hours by email to support@mymemo.care; info@rgfdiagnostics.com, which must

be followed no later than the deadline of days 7 from receipt of the goods, pursuant to and for the purposes of the art. 1495 et seq. Italian Civil Code report of defects, by registered mail to: **RGF Diagnostics Srl, with headquarters in 20122 Milan at Via Orti 3** with detailed indication of the charge. The communication to be sent to RGF Diagnostics Srl must contain a description of the damage and must be accompanied by photographs certifying the damage, in order to allow the investigation of the accident with the courier and any insurance companies.

Complaints will not be accepted which contain descriptions that are completely different from those transcribed in the conditional acceptance form delivered to the courier or which have not been appropriately reported, with the words conditional acceptance and description of the anomaly found to the courier, with the sole exception of non-apparent defects, under penalty of failure to open the claim and forfeiture of any compensation charge against the courier, with consequent loss of any right to compensation, replacement or repair.

9.4 The Customer is aware that it will not be possible to obtain reimbursements for damages that have not been contested at the time of collection of the goods by placing a "reserve", i.e. indicating exactly the type of damage present in the product.

Actions for partial loss or damage not recognizable at the time of return and therefore not indicated in the delivery note are reserved, provided that in the latter case the damage is reported no later than seven days from its discovery.

10. DISCIPLINE EX. Legislative Decree. 70/2003

10.1 Pursuant to and for the purposes of art. 12 of Legislative Decree 70/2003, implementing Directive 2000/31, entitled "*Information aimed at the conclusion of the contract*", the following information is provided below:

- a) The various technical phases to be followed for the conclusion of the contract are clearly explained in these General Conditions in the articles. 1 and 2; as can be consulted in the e-commerce section of the RGF Diagnostics Srl website, corresponding to the URL: www.mymemo.care in the "Terms and Conditions" section;
- b) These general contract conditions are stored on the RGF Diagnostics Srl website corresponding to the URL: www.mymemo.care and kept, in paper format, in the updated version in force, also on paper at its headquarters. The summary statements with the data entered by the user for registration are stored on computer media. The User receives a copy of this statement at the conclusion of the registration process in a format suitable for storage in electronic format, as well as printing and storage on paper;
- c) During the registration process the user can at any time correct the data entered. The system does not allow the registration procedure to be successfully completed in the event of incorrect and/or incomplete insertion of the data necessary for the conclusion of the contract;
- d) RGF Diagnostics Srl acts in compliance with the Electronic Commerce Code, the Consumer Code, the legislation on Privacy and the decree 70/2003, as clearly stated on the home page of its website in the Privacy Policy section and in the notes called Legal Disclaimers;

- e) The contract can be concluded in Italian and in English. In case of conflict or interpretative doubt between the Italian and English languages, the Italian version will prevail;
- f) Any disputes that may arise in relation to this contract or related to it will be regulated as provided below in art. 13. Furthermore, in the first quarter of 2016 the European Commission made available a platform relating to online dispute resolution called the ODR platform which has the aim of facilitating the extrajudicial resolution of online disputes concerning contractual obligations deriving from online sales or service contracts. The platform can be reached at the link: <http://ec.europa.eu/consumers/odr/>

10.2 In order to make these contractual conditions known, RGF Diagnostics Srl has ensured that they are accessible independently and subject to acceptance of the Service by the User. In particular, the electronic system adopted by RGF Diagnostics Srl prevents the successful completion of the registration procedure if the User has not read and expressly accepted these contractual conditions via a point and click mechanism.

11. DISCIPLINE EX. Legislative Decree. 206/2005

11.1 In compliance with Legislative Decree 206/2005 called the Consumer Code, which regulates contractual relationships between a commercial operator and a consumer, or "*a natural person who acts for purposes unrelated to any entrepreneurial or professional activity carried out*", RGF Diagnostics Srl, before the conclusion of the contract, pursuant to and for the purposes of the art. 49 Legislative Decree 206/2005, provides the following information:

- a) *the main characteristics of the goods or services, to the extent appropriate to the support and the goods or services ;***this is a dispenser of medicines in tablets and/or capsules (Pill Dispenser) associated with an App which allows Users and, if enabled, their Caregivers, to monitor the intake of prescribed medicines, for the purpose of therapeutic adherence and construction and management of a clinical diary, as better specified in the art. 2.1 and the Technical Data Sheet;**
- b) *the identity of the professional:* the supplier is RGF Diagnostics Srl – CF and VAT number: 09685840960 – REA number: MI-2107207 - whose complete contact details can be found on the home page of the site, as well as reported in letter c);
- c) *the geographical address where the professional is established and his telephone number, fax number and electronic address, where available, to allow the consumer to quickly contact the professional and communicate effectively with him and, if applicable, the geographical address and identity of the professional on whose behalf he acts:* RGF Diagnostics Srl, with headquarters in 20122 Milan at Via Orti 3 Tel. 02 5464996 Fax 02 59901177 – e-mail: info@rgfdiagnostics.com – PEC: rgfdiagnostics@pec.it- url: www.rgfdiagnostics.com;
- d) *if different from the address provided in accordance with letter c), the geographical address of the professional's headquarters to which the consumer can address any complaints and, if applicable, that of the professional on whose behalf he acts:* **see letter c);**
- e) *the total price of the goods or services including taxes or, if the nature of the goods or services makes it impossible to reasonably calculate the price in advance, the method of calculating the price and, if applicable, any additional charges shipping, delivery or postal costs and any other costs or,*

if such costs cannot reasonably be calculated in advance, an indication that such costs may be charged to the consumer; in the case of a permanent contract or a contract including a subscription, the total price includes the total costs per billing period; when such contracts provide for the charging of a fixed fee, the total price is also equivalent to the total monthly costs; If the total costs cannot reasonably be calculated in advance, the price calculation methods must be provided: **The complete price list can be viewed on the website;**

f) the cost of using the means of distance communication for the conclusion of the contract when this cost is calculated on a basis other than the basic tariff: there are no additional costs for the remote communication technique compared to the basic connection rate, which varies for each user depending on the contractual conditions negotiated by the same with their provider;

g) the methods of payment, delivery and execution, the date by which the professional undertakes to deliver the goods or provide the services and, if applicable, the treatment of complaints by the professional: **payment made as indicated on the same site with PayPal or credit card, product available after payment has been credited and delivered to the address indicated by the User within the deadline indicated at the time of purchase (delivery by courier);**

h) in the event of the existence of a right of withdrawal, the conditions, terms and procedures for exercising this right in accordance with Article 54, paragraph 1, as well as the standard withdrawal form referred to in Annex I, part B: **In compliance with the provisions of art. 52 Legislative Decree 206/2005, the information useful for exercising the right of withdrawal is provided by RGF Diagnostics Srl separately from the other contractual clauses, in a clear, evident and easily understandable way, in typographical characters equal to or larger than the text of the general conditions of the service;**

i) if applicable, information that the consumer will have to bear the cost of returning the goods in the event of withdrawal and in the case of distance contracts if the goods by their nature cannot normally be returned by post: **possible returns by courier not applicable;**

l) that, if the consumer exercises the right of withdrawal after submitting a request pursuant to Article 50, paragraph 3, or Article 51, paragraph 8, he is responsible for paying the professional reasonable costs, pursuant to Article 57, paragraph 3: **applicable see art. 7.3;**

m) if there is no right of withdrawal pursuant to Article 59, information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances in which the consumer loses the right of withdrawal: **Not applicable;**

n) a reminder of the existence of the legal guarantee of conformity for the goods: **legal guarantee with the limitations set out in art. 7;**

o) if applicable, the existence and conditions of after-sales assistance to the consumer, after-sales services and commercial guarantees: **information released in the appropriate section of the site;**

p) the existence of relevant codes of conduct, as defined in Article 18, paragraph 1, letter f) of this Code, and how a copy can be obtained, if applicable: **no code of conduct for the sector;**

q) the duration of the contract, if applicable, or, if the contract is for an indefinite period or is an automatically renewable contract, the conditions for withdrawing from the contract: **The purchase**

of the Pill Dispenser concludes with delivery - The use of the App is connected to the duration of the relevant subscription and is subject to the regular balance of the periodic amount;

*r) if applicable, the minimum duration of the consumer's obligations under the contract: **Not applicable.***

*s) if applicable, the existence and conditions of deposits or other financial guarantees that the consumer is required to pay or provide at the request of the professional: **Not applicable;***

*t) if applicable, the functionality of the digital content, including applicable technical protection measures: **see Technical Data Sheet and, as applicable, Privacy Policy, Legal Disclaimer;***

*u) any relevant interoperability of the digital content with hardware and software, of which the trader is aware or could reasonably be expected to have become aware, if applicable: **contents compatible with the main devices;***

*v) if applicable, the possibility of using an extra-judicial complaint and redress mechanism to which the professional is subject and the conditions for having access to it: **see art. 13.2.***

11.2 RGF Diagnostics Srl respects the principles of loyalty and contractual good faith to protect consumers by adopting sector regulations, where applicable by law.

12. PRIVACY

12.1 RGF Diagnostics Srl informs that in relation to the provisions of the Legislative Decree. 196 of 06.30.2003 as amended by Legislative Decree 101/2018 and in compliance with the indications provided by the Guarantor, processes personal data in accordance with the principles of correctness, lawfulness, transparency, protecting the confidentiality of the data of the interested party and guaranteeing the scrupulous adoption of the most accurate and innovative security measures also with reference to the processing of particular data pursuant to art. 9 of EU Reg. 2016/679 (GDPR).

12.2 RGF Diagnostics Srl adopts this [Privacy Policy](#), (provide the link to the Privacy Policy section) the full text of which please refer to.

12.3 During the registration phase referred to in art. 2, RGF Diagnostics Srl provides complete information pursuant to art. 13 of EU Reg. 2016/679 (provide the link to the information pursuant to art. 13) in order to acquire the relevant consent to the processing of data by the interested party and provide adequate information, among other things, on the methods for exercising the rights referred to in the articles by the interested party. 15 and following of the GDPR.

13. APPLICABLE LAW AND JURISDICTION

13.1 This contract is governed by Italian law.

13.2 In the event of disputes arising from this contract, or connected to them, the parties undertake to seek a fair and good-natured settlement between them. In this regard, the Parties agree that, prior to referring the dispute to arbitration or court, they will make a mandatory attempt at conciliation.

13.3 If the dispute has not been resolved amicably or through the mediation of the designated conciliation body, the dispute will be referred to the exclusive jurisdiction of the Court of Milan.

13.4 If a natural person definable as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005, if the conciliation attempt fails, the dispute will be brought to the exclusive jurisdiction of the Court where the User resides.

14. *FINAL CLAUSES*

14.1 Any tolerance by RGF Diagnostics Srl towards User behaviour in violation of any provision of the General Conditions does not constitute a waiver of the rights deriving from the violated provision, nor of the right to demand the correct fulfilment of all the provisions of the General Conditions themselves.

14.2 If any term or other provision of the General Conditions is declared void, voidable or inapplicable, all other conditions and provisions of the General Conditions will, however, remain in full force and effect. In the event that there is the cancellation or nullity of any term or provision because it is invalid, contrary to mandatory rules or inapplicable, the Parties undertake to negotiate in good faith to modify the General Conditions in such a way as to achieve in the best possible way the original intention of the Parties in order to fulfill in the best possible way the commitments set out in the General Conditions.

14.3 By accepting these Terms and Conditions, the User expressly accepts that communication with RGF Diagnostics Srl takes place via e-mail. For contractual purposes, the User accepts these electronic methods of communication and recognizes that all contracts, notices, information and other communications provided electronically by RGF Diagnostics Srl comply with the legal requirement of written form.

14.4 The User is informed that by replying to the email referred to in the art. 2.2, declares and guarantees that you have read and understood all the contractual clauses that regulate the service and that you have read, understood and expressly accepted, pursuant to and for the purposes of the articles. 1341 et seq of the Italian Civil Code each and every clause expressly referred to.

EXERCISE OF THE RIGHT OF WITHDRAWAL

Pursuant to and for the purposes of Legislative Decree 206/2005, the User who must be recognized as a consumer, according to the definition contained in the art. 3 of the aforementioned Code, where the exclusions referred to in the art. do not apply. 59, the right to withdraw from this contract must be recognized within 14 working days of receipt of the goods, without penalties and without having to provide any reason, by giving written notice to RGF Diagnostics Srl by registered letter with return receipt, or telegram, and certified email (if signed with digital signature) to RGF Diagnostics Srl by delivering the communication to the headquarters in Via Orti 3 – 20122 MILAN.

The User who intends to exercise the withdrawal can use the attached form, which can be downloaded in the appropriate section and send it to RGF Diagnostics Srl at the addresses above.

Once the aforementioned withdrawal notice has been received, instructions on delivery methods will be quickly communicated to the Customer, assigning a unique code for the return of the product(s).

The customer will then receive an email containing the documentation necessary to proceed with the shipment.

The returned product must reach RGF Diagnostics Srl within 14 days of receipt of the documentation by the Customer. For this purpose, the date of delivery to the shipper will prevail.

The return can only be requested by the same order holder and made to the same address used for shipping

Please note that the seller reimburses all payments received from the consumer, possibly including delivery costs, without undue delay and in any case within fourteen days from the day on which he is informed of the consumer's decision to withdraw from the contract pursuant to article 54. The seller, without prejudice to any restoration costs for ascertained damage to the original packaging, carries out the reimbursement referred to in the first period using the same payment method used by the consumer for the initial transaction, if the purchase was made via PayPal, unless the consumer has expressly agreed otherwise or requested the bank transfer. In the latter case, it will be the customer's responsibility to promptly provide the bank details to which the refund will be directed (ABI Code - CAB - IBAN No. c/e supporting bank) and on the condition that they do not have to incur any costs as a consequence of the refund.

The Customer loses the possibility of exercising the right of withdrawal in cases where RGF Diagnostics Srl ascertains:

- improper use of the product and any accessories**
- the lack of external packaging and original packaging**
- the absence of integral elements of the product or the removal of the identifying labels of the brand or product**
- damage to the product for reasons other than its transport**

Upon the occurrence of these cases, the product will remain in storage at the RGF Diagnostics Srl warehouse available to the customer for collection at his expense.

The seller is not obliged to reimburse additional costs if the consumer has expressly chosen a type of delivery other than the least expensive type of delivery offered.

The seller may withhold the refund until he has received the goods or until the consumer has demonstrated that he has sent back the goods, whichever occurs first.

The consumer returns the goods or delivers them to the seller or to a third party authorized by the seller to receive the goods, without undue delay and in any case within fourteen days from the date on which he communicated to the seller his decision to withdraw from the contract pursuant to the article 54. The deadline is respected if the consumer sends back the goods before the expiry of the fourteen day period. The consumer only bears the direct cost of returning the goods.