

TERMS OF USE OF SMARTFLOOD CLOUD-WEB SERVICE

Welcome to SmartFLOOD Cloud-Web Service.

SmartFLOOD cloud-web service, www.smartflood.com, hereafter the Service, is operated by GECOsistema srl, hereafter the Company, a Italian Limited company registered in Italy under company number IT03236780403, with registered office is at: Piazza Malatesta 21, 47923 Rimini (RN) Italy

ARTICLE 1 - PURPOSE

The purpose of this agreement is to determine the supply and use terms of the Service proposed by the Company to the User.

This licence agreement describes the conditions for the provision of the Service in SaaS (Software as a service) mode and the provision of any related services.

The User acknowledges having verified the adequacy of the Application to their needs and having received from the Company all the information and advice required to subscribe to this undertaking with full knowledge of the facts.

Please read these terms and conditions of use ("Terms of Use") carefully. By accessing and using this Service you are agreeing to be bound by these Terms of Use, including our Privacy Policy. If you do not agree to these Terms of Use, please do not use this website.

This licence agreement describes the conditions for the provision of the Service in SaaS (Software as a service) mode and the provision of any related services.

ARTICLE 2 - CHANGES TO TERMS OF USE

We may change the Terms of Use at any time by posting revisions with a new effective date. Your continued use of the website after a posted change in the Terms of Use is your agreement to the revised Terms of Use. You should review the Terms of Use from time to time to make sure that you are aware of the current Terms of Use.

ARTICLE 3 - DESCRIPTION OF THE SERVICE

The application is described at the following address: www.smartflood.com.

The application offers several features, some are paid and some are free.

The User is informed that the free features and paid features are described and detailed on the Company website accessible at: www.smartflood.com.

ARTICLE 4 – EXECUTION, PRICE AND PAYMENTS

4.1 Account registration

Use of the SmartFLOOD Service is restricted to users at least 13 years of age. If you are under the age of 13, you must use an account created by a parent or guardian, and you must have the explicit permission of a parent or guardian to use the Services.

If you are under the age of 18, you must have the explicit permission of a parent or guardian to sign up for any paid services on the Services.

You must register to access and use certain parts of the Services.

One person or legal entity may not maintain more than one free account.

When you enter or try to use a part of the Services that requires registration, you will be prompted to create an account (a "User Account") or log into your existing User Account. You understand that if you are so prompted you will not be able to continue using that portion of the Services without having a User Account.

If you are registering on behalf of a company, by registering you agree that you have the requisite authority to register on behalf of such company. You agree that any information you provide when registering for the Services, and at any time thereafter is true, accurate and complete and that, where applicable, you will update all such information as necessary to maintain its truth, accuracy and completeness. **FAILURE TO DO SO SHALL CONSTITUTE A BREACH OF THESE TERMS OF SERVICE.** You further agree that any credit card information or PayPal Account Information you provide through the Services is valid and that you have authority to authorize payments from such credit card or PayPal Account. You further agree that you will use the Services only for the purposes advertised on the Evercoder websites and/or set forth herein.

You are responsible for maintaining the confidentiality of your password and will be solely liable for all actions taken via your account, whether or not made with your knowledge or authority. Evercoder cannot and will not be liable for any loss or damage from your failure to comply with this security obligation

4.2. Use of the Service

GECOsistema grants to you a non-exclusive license to access and use the SmartFLOOD in accordance with these Terms of Service. You agree not to use, copy, modify, reformat, rent, lease, lend, frame, create derivative works, publicly display, download, store, reproduce, transmit, provide links to, republish, upload, post, reprocess, make commercial use of, or distribute the Services, in whole or in part

GECOsistema shall use all commercially reasonable efforts to make SmartFLOOD available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

GECOsistema shall provide you with basic online support for the SmartFLOOD at no additional charge, and/or upgraded support if purchased separately, and shall provide the Services only in accordance with applicable laws and government regulations.

If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our privacy policy in handling information about you. You can read our policy at [Privacy Policy for Oasis HUB](#)

By using the site, you agree to us handling this information and confirm that data you provide is accurate.

Licence of Use of Service's outputs files

The flood hazard output file generated and downloaded from SmartFLOOD platform are subjected to the following Licence of Use: Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0)

<https://creativecommons.org/licenses/by-nd/4.0/>

4.3 Pricing and Payment Terms

Subscription Fees: You understand that SmartFLOOD service requires an annual payment ("Subscription Fee") to continue to use such services. These fees are posted and updated periodically on the GECOsistema web site (www.gecosistema.com).

Payment: Unless otherwise stated, all fees are in £ GBP Sterling. A valid credit card or a PayPal payment validation is required for Subscription Fees and Transaction Fees. Free accounts are not required to provide a credit card number. An upgrade from the free plan to any paying plan will immediately be billed to you. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. Downgrading your plan will NOT cause any data/content loss but some features may become unavailable.

General: You agree to pay all charges that are applicable to you as set forth on the Oasis Hub website and/or in these Terms of Service. You agree that the address and email address you provide in your account settings are valid addresses and that GECOsistema may contact you at such addresses or through other electronic or facsimile communications.

GECOsistema reserves the right, at any time and at its discretion, to change any fees and

any other pricing terms. Any changes shall be posted on the GECOsistema website and will be effective after such posting. GECOsistema reserves the right but has no obligation to notify you through the contact information you provide of any such changes.

Auto-Renewal: We will automatically bill your credit card on each periodic renewal subscription term, from the date of your first purchase until you cancel, either by downgrading to a free plan, or by deleting your account. Your Paid Account will remain in effect until it's cancelled or terminated under these

Terms. If you don't pay for your Paid Account on time, including through a declined credit card transaction, GECOsistema reserves the right to suspend your account or reduce your storage to free space levels.

Refunds: Any fees paid to GECOsistema by you pursuant to these Terms of Service are nonrefundable. The SmartFLOOD is billed in advance on a monthly or yearly basis and are non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. Any exception to this policy is at the sole discretion of GECOsistema.

Nonpayment: If, for whatever reason, your payment method fails, and the payment does not go through, GECOsistema reserves the right to suspend your access to the Services. If you fail to pay the applicable charge within five (5) days of the date of suspension, or to otherwise negotiate a payment plan for all amounts then due, GECOsistema reserves the right to cancel your account. In the event GECOsistema cancels your account for non-payment, all amounts due and unpaid from you to GECOsistema for use of the Services shall become immediately due and payable. In the event of non-payment and the exhaustion of the procedures set forth in this section, GECOsistema reserves the right to seek payment using any remedies allowed to it by law. GECOsistema shall have the right to recoup all payments due to it under this agreement as set forth in this agreement.

Disputes: If you wish to dispute any charge invoiced to you by GECOsistema, you agree to submit the disputed charge to us no later than five (5) business days after the disputed charge is posted to your account. You are responsible for reviewing any charges made to your account. You may submit a disputed charge by contacting us through the GECOsistema website, email, telephone, or mail.

Cancellation: You may downgrade or cancel your paid subscription at any time. If you do, we'll treat your information responsibly. You can find instructions in our FAQ on how to downgrade your account

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Respect of Company's intellectual property

The Application is the exclusive property of the Company and cannot be used without its express permission.

Similarly, all editorial content, graphics style guide, logo, name, brand and Company's domain name are protected without limitation.

The User thus agrees not to infringe on Company's intellectual property rights and, as such, shall restrain from reproducing, representing, translating, modifying or broadcasting, even partially, any element protected by intellectual property rights, failing having had prior express permission.

Any representation, reproduction, redistribution, adaptation of the Service, even partial, for commercial or non-commercial purposes is strictly prohibited under penalty of prosecution.

5.2 Use licence

Hereunder, the Company grants temporary, non-exclusive and non-transferable, use rights for its Service.

Use rights are granted to the User for his own needs.

Without written agreement, the User may not knowingly copy or allow others, including internally, to copy or reproduce the application in any form whatsoever.

It is also prohibited for the User to perform any re-specification of the Service, in particular, with a view to the creation of a derivative or similar Service.

Any transfer of this agreement requires prior written agreement from the Company.

The flood hazard output file generated and downloaded from SmartFLOOD platform are subjected to the following Licence of Use: Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0)

<https://creativecommons.org/licenses/by-nd/4.0/>

ARTICLE 6. OBLIGATIONS AND RESPONSIBILITIES OF THE COMPANY

The Company undertakes to exercise the due care and diligence required to provide a quality service in accordance with industry practices and the state of the art. The Company is only bound by an obligation to use its best endeavors.

The Company does not guarantee that the Service meets the specific needs of the User.

The Company does not guarantee that the Service is free of defects or abnormalities.

Although Users' data is backed up every 24 hours, The Company does not make any guarantees about data backup.

Now therefore, it is the User's responsibility to take all necessary measures to protect their data in case of loss or damage to the data entrusted, whatever the cause, including those not specifically covered herein.

Indeed, The Company offers Users a data export module, which is the User's responsibility to use if they want to back up their data.

The User acknowledges that no provision of this agreement shall release him from the obligation to pay all amounts due to The Company, under this licence agreement.

We do not guarantee the accuracy of material on our site. As far as legally possible, we exclude legal responsibility for the following:

ARTICLE 7. APPLICABLE LAW

The Italian courts have the only right to hear claims related to our site, and all disputes are governed by Italian law.

ARTICLE 8 - ACCEPTANCE OF THE LICENCE

The User declares to have read and expressly accepted this licens

Contact Us

Please email us at home@gecosistema.it to contact us about any issues.