

RGF Diagnostics Srl is the owner of this website.

RGF Diagnostics Srl invites you to take note of the following legal notices that regulate access, navigation and use of the web pages that can be consulted starting from the home page, corresponding to the URL address: <http://www.mymemo.care>

The User declares to have read and accepted these notes and / or any other note, legal notice, disclosure or disclaimer published in any part of the web portal, starting from the Privacy Policy and Cookie Policy section.

The authentic language version of the website content is Italian, although an English version is also proposed.

With regard to this English version or other versions that may be published, we do not guarantee or assume any responsibility for the correctness of any translations and / or the total correspondence of the contents published in other languages on the website.

This website promotes and provides information about the services offered by RGF Diagnostics Srl and in particular about the MY Memo Care product which represents a dispenser of drugs both in pills and in capsules, programmable by type of drug, dosage and time of intake in a personalized way based on the therapeutic plan, automated, for optimal home and residential care and aimed to protect the polypharmacological therapeutic adherence.

This product does not constitute a diagnostic medical device, nor a surgical medical device based on the CND Classification ex Ministerial Decree 13.03.2018.

MANDATORY GENERAL INFORMATION

This website is published by RGF Diagnostics Srl with registered office and administrative headquarters in 20122 Milan at Via Orti 3 - Tax Code and VAT number: 09685840960 - Economic and Administrative Index (REA) number: MI-2107207 - Tel. 02 5464996 Fax: 02 59901177 - e-mail: info@rgfdiagnostics.com - PEC: rgfdiagnostics@pec.it - url: www.rgfdiagnostics.com

RGF Diagnostics Srl is responsible for the publication and for the technical and application characteristics of the website, except for the limits set out in these notes.

Portal hosting resides in Hetzner Online GmbH.

You will find information about the place of processing and the technical and legal guarantees provided by Hetzner Online GmbH in the Privacy Policy Section.

USE OF SERVICES AND INFORMATION

The website is navigable, in principle and except in cases of force majeure, continuously, 24 hours a day, seven days a week.

However, it is not excluded that from time to time it may be partially or totally off-line for maintenance or other purposes, without this temporary or prolonged suspension in any way constituting a breach attributable to RGF Diagnostics Srl.

The information available on the Web Portal can be used free of charge.

The information contained on the website is purely informative and does not constitute a contractual proposal or an offer to the public pursuant to Art. 1336 of the Civil Code of the services described, nor can they be considered binding for any negotiation or commercial relationship.

RGF Diagnostics Srl has taken the necessary precautions of keeping the phase of mere request for information from that of purchase of the product, which will take place by e-commerce, or after telephone contact and / or other form of remote negotiation, with an operator of RGF Diagnostics Srl and / or through authorized distributors, to ensure informed choices to the potential buyer.

If the purchase can be made by e-commerce option and / or, in any case, it is concluded outside a shop, it will be subject to the provisions of Legislative Decree 205/2006 (Consumer Code) on contracts or at a distance or outside commercial premises applicable to negotiations at the user's home or with IT or telematic techniques (e-commerce, order confirmation by e-mail etc.).

The website is not subject to the discipline referred to in Articles 12 and 13 of Legislative Decree 70/2003 and, despite having promotional content, it does not carry out misleading, comparative advertising and, in any case, does not provide messages that differ from the legislation on commercial information pursuant to Legislative Decree 70/2003.

Since My Memo Care is not a medical device / facility, the legislation on health advertising is not applicable.

Nonetheless, RGF Diagnostics Srl, aware of offering a product to support the health and well-being of the person as an aid to therapeutic adherence and monitoring of care, has endorsed all the ethical rules on transparency and correctness in medical health information.

In the "Contacts" section, using the appropriate form, it is possible to send a message to RGF Diagnostics Srl, in response to which the user will be contacted by phone or by e-mail at the addresses indicated in the contact form.

In no case, filling in the form, requesting contacts, information or advice is binding and / or obligatory at the conclusion of a future purchase contract.

At any time until the signing of the contractual forms, the user can freely evaluate the services and products offered to him, without incurring any purchase obligation.

The information contained on the website is organized into Sections for easier navigation by the User and without having a systematic nature.

For this purpose, they do not constitute databases in the strict sense.

In any case, any right on the electronic databases that may be present and can be consulted on the website is reserved.

Unless otherwise provided, extraction, reproduction and any other use is prohibited, within the limits of the provisions of Articles 64-quinquies and 64-sexies of the Law of 22 April 1941, No. 633 and subsequent amendments and additions.

On this point, please note that pursuant to Art. 102-ter of the aforementioned law, the legitimate user of the electronic database made available to the public cannot harm the Holder of the copyright or other related right relating to works or services contained in that bank.

In addition, the legitimate user of a database made available in any way to the public cannot perform operations that are in contrast with the normal management of the database or that cause unjustified prejudice to the database maker.

The extraction or reuse of non-substantial parts, assessed in qualitative and quantitative terms, of the contents of the database made available for any purpose to the audience by the legitimate user are not subject to the authorization of the maker of the database.

WARRANTY AND LIABILITY.

To the extent permitted by applicable law, users acknowledge that the use of the website takes place at their own risk.

The website is provided on an "as is" and "as available" basis.

RGF Diagnostics Srl, while subjecting its website to periodic updating and while taking the utmost care in drafting the contents and completeness of the pre-contractual information, does not offer any specific guarantee regarding the results that are expected, hoped for or obtained with the use of the web portal, nor about the accuracy, punctuality or updating of the information available, not even in relation to the Services and / or Products proposed, whose conditions of validity and characteristics may not be updated and, in any case, will be confirmed at the time of purchase, in the Product Datasheet, checked the contractual conditions.

Within the limits provided by Art. 1229 of the Civil Code, users declare and guarantee to indemnify and hold harmless RGF Diagnostics Srl, its representatives, and any collaborators, as well as its partners from any compensation obligation, including legal fees, which may arise against them in relation to the use of the web portal.

If the applicable legislation does not allow an exemption from liability, the liability of RGF Diagnostics Srl must in any case be limited to the extent permitted by law.

RGF Diagnostics Srl declines all responsibility for any user claims relating to the inability to use the website and / or services for any reason.

RGF Diagnostics Srl cannot be deemed in default of its obligations or responsible for damages, claims or losses, direct or indirect, deriving from users due to the failure and / or defective functioning of the electronic equipment of the users themselves or of third parties, including Internet Service Providers, telephone and / or telematic connections not directly managed by RGF Diagnostics Srl or by persons to whom it must respond, as well as by actions of other users or other persons having access to the network.

RGF Diagnostics Srl reserves the right at any time to temporarily or permanently disconnect its services or contents (or any part of them), without this leading to any liability towards users or third parties for suspension or interruption of its services.

Furthermore, RGF Diagnostics Srl does not assume any responsibility for inaccuracies, graphic errors or explicit or implicit guarantee on information, contents and software, marketability and suitability for specific purposes of the data, goods and services communicated through the own website.

CONTENT SHARING CONTACT METHODS

At the moment the website does not present interactive channels (blogs, forums), but it is possible through the social channels of RGF Diagnostics Srl or its members to interact with the Company by posting comments, proposals or other.

In such circumstances and / or in the event that, subsequently, RGF Diagnostics Srl creates a virtual meeting space (chat between Users) or a blog, which allows them to comment or share content, please remember that the User will be fully responsible for the veracity of his / her personal details (where indicated) or for the attribution to himself of the chosen nickname, as well as published content, regardless of the format and / or support (video, audio, photos, texts etc.).

Despite not having any responsibility in this regard nor any burden of verification, RGF Diagnostics Srl reserves the right not to publish, at its own unquestionable judgment, material having pornographic, pedophile, obscene, immoral or contrary to morality content, of incitement to hatred racial or political or, for any reason, not in accordance with the law, ethics or confidentiality of people and institutions, as well as not suitable or not in accordance with the purposes of this website.

To contact the Company and request information, RGF Diagnostics Srl provides its contact details.

Users are invited to use these addresses only for lawful purposes connected to the professional services carried out by RGF Diagnostics Srl or to obtain information from the same, undertaking, in particular, to: 1) not upload, publish, send privately or otherwise transmit or disseminate content that is illegal, harmful, threatening, abusive, harassing, defamatory and / or libelous, vulgar, obscene, harmful to the privacy of others, racist, classist or otherwise reprehensible; 2) falsify their identity or otherwise lie about their profession, interest or relationship with other subjects, whether they are partners, customers, collaborators or other of RGF Diagnostics Srl; 3) upload, publish, send privately or in any other way transmit or disseminate content that they does not have the right to transmit or disseminate by virtue of a provision of the law, a contract or because of a fiduciary relationship (for example classified information, confidential information learned by virtue of an employment relationship or protected by a confidentiality agreement); 4) upload, publish, send privately or in any other way transmit or disseminate a Content involving the violation of patents, trademarks, secrets, copyrights or other industrial and / or intellectual property rights of third parties; 5) upload, publish, send privately or in any other way transmit or spread advertising, promotional material, "junk mail", "spam", chain letters, pyramids, or any other form of unauthorized or unsolicited solicitation; 6) upload, post, privately

send or otherwise transmit or disseminate any material that contains viruses or other codes, files or programs created to interrupt, destroy or limit the functioning of the software, hardware or telecommunications systems of RGF Diagnostics Srl or third parties; 7) violate, intentionally or unintentionally, any applicable law or regulation, including the legislation on privacy or unfair competition etc.

However, due to the general scope of the standard, this website is similar to a printout and should therefore be governed by the provisions contained in Art. 2 of the Law of 8 February 1948 No. 47 relating to the "Mandatory particulars on the printed matter", that is the place and year of publication, the name and domicile of the printer and publisher. In particular, the place is where the server resides, or RGF Diagnostics Srl, the general information of the printer coincides with that of the hosting (Hetzner Online GmbH) and the name and domicile of the publisher is, in essence, that of the Company RGF Diagnostics Srl, as the website owner.

INTELLECTUAL PROPERTY RIGHTS

This website, considered in its entirety, as well as all the material contained therein, is protected by copyright and other intellectual property rights laws. The user is aware that with the term website and content, RGF Diagnostics Srl intends to refer to every content and technical-IT element at the basis of the same, including, by way of example and not limited to, the software that allow operations and related codes, electronic databases, texts, photographs, animations, audio and video files regardless of format, reproductions of brands, logos, etc., the technical solutions adopted, the graphic creations, the structure and each other part already created or to be realized, virtual animations, multimedia and / or hypertext elements, regardless of the formats, the supports that contain them, the extension (by way of example and not limited to: mp3, wav, jpg, mpeg, gif, doc , etc), the size, the versions in use, the techniques used for their distribution and / or transmission.

No content from the website can be copied, reproduced, published, downloaded, sent back, transmitted or distributed in any way, with the exception of a single copy, on a single computer, reserved for the exclusive and personal use of the person who made the copy.

It is absolutely forbidden to reproduce the legal contents (Privacy Policy, Legal Disclaimers, Cookies Policy) having been provided to RGF Diagnostics Srl by virtue of a consultancy agreement for legal services, onerous and not transferable to third parties.

Any violation will be prosecuted by law.

The RGF Diagnostics Srl logo and the My Memo Care logo, as well as all the logos and trademarks shown, the graphic elements, the images and the materials on this website are subject to current copyright laws; it is therefore strictly forbidden to reproduce even partially any element of the pages in question.

In particular, it should be noted that My Memo is a figurative Community trademark with verbal elements subject to registration No. 00604572-0001 of 16.01.2019.

Names, registered trademarks and logos that may be present on this website cannot be used for any form of advertising or otherwise to indicate sponsorship, patronage or affiliation to products or services without prior written authorization from the subjects who hold these rights. Anyone wishing to use elements subject to proprietary rights can make a request to RGF Diagnostics Srl, in order to regulate the methods for the release of a license for use by the owners.

The published photographic material, if not made directly by RGF Diagnostics Srl, was purchased from the Shutterstock portal and / or others.

The website also features a multimedia video that can be used through the Vimeo platform.

RGF Diagnostics Srl has observed the widest safeguards so that the copyrights of others are not violated.

Nonetheless, RGF Diagnostics Srl remains available to evaluate any requests and / or claims made by others regarding the ownership of the intellectual property rights of the published material.

LINKS FROM AND TO EXTERNAL WEBSITES

This website does not contain external links that provide direct access to other Internet sites.

If links to external websites are to be activated, please note that RGF Diagnostics Srl will not exercise any editorial control over the aforementioned external websites and consequently will not assume any responsibility for the availability of these websites, their content, advertising and on the products and / or services available on or from these websites, nor will it provide recommendations (explicit or implicit) on third party websites, goods, services or advertisements connected with this website.

If you visit the social pages (LinkedIn) of RGF Diagnostics Srl (or its members, if interested), please note that these sharing portals (e.g. Facebook, Instagram, Twitter, LinkedIn etc.) are subject to foreign legislation.

Access, navigation, updating of content, posts or other on the same websites implies acceptance of the transfer of data in these countries, according to the provisions of the GDPR and in particular with the guarantee of the Privacy Shield.

However, these websites may have different and lower privacy settings or technical guarantees than those adopted by RGF Diagnostics Srl.

RGF Diagnostics Srl will not be in any way responsible for any direct or indirect damages that could be caused by the Internet user's access to the website reproduced on social networks and / or third parties and by the use of the contents and services of this website by the user, except as expressly provided for by the Holder.

RGF Diagnostics Srl warns that once you have abandoned the website, you are no longer bound by the obligations expressed by this privacy policy, but by that of the external website you are visiting.

It is permitted to place a hyperlink on the RGF Diagnostics Srl homepage on your website, provided that it has been previously authorized by the Company itself, and in any case on the condition that this website does not contain themes, names, materials or information contrary to morality, violent, pornographic or pedophile, disparaging, offensive, obscene, inappropriate or illegal, which do not respect the dignity of the individual or intended to display or sell prohibited or illegal objects, substances and / or works, nor do it contemplate content that is harmful to copyright or property rights.

It is forbidden to insert hyperlinks that lead to pages other than the website homepage, unless authorized.

It is also not allowed to bring any web page of this website into a frameset.

The existence of a hypertext link from a third-party website and directed to this website does not in any case imply a collaboration between RGF Diagnostics Srl and this website, unless expressly stated.

ADOPTION OF SECURITY MEASURES

RGF Diagnostics Srl submits its website to constant verification of the state of security against the risk of intrusions, damage or other IT breaches, respecting the international system safety standards and recommendations regarding the adoption of adequate security measures in compliance with ex Legislative Decree 196/2003, as innovated by Legislative Decree 101/2018, in compliance with EU Reg. 2016/679.

Nevertheless, RGF Diagnostics Srl cannot provide any guarantee on the compatibility of the content of this website with the user's technical equipment and / or IT system, nor on the absence of errors or viruses, worms, bugs and "Trojan horses", on this website or on the server that hosts it and is not responsible for any damage suffered as a result of these harmful factors.

IP ADDRESSES / STATISTICS

RGF Diagnostics Srl warns that all IP addresses are registered on the web server each time information is requested from the website.

These addresses can be used by RGF Diagnostics Srl for statistical purposes to determine the speed of access to the page.

Such information will help RGF Diagnostics Srl to develop the website and its services based on the specific requirements identified.

All information will be processed with the utmost confidentiality, in full compliance with the privacy legislation.

For more information on RGF Diagnostics Srl's compliance with the regulation pursuant to EU Reg. 2016/679, also in compliance with international regulations, such as for example the California Consumer Privacy Act 2018, the HIPAA regulation "Health Insurance Portability and Accountability Act", Public Law 104 - 191 for the United States and the legislation developed and controlled by the Federal Trade Commission (FTC) as an extension of consumer protection, the

New York Privacy Act, Lei Geral de Proteção de Dados Pessoais (LGPD) in force in Brazil, Senate Bill 220 of Nevada, as well as the Federal Data Protection Act 1992 as harmonized to the GDPR by the Swiss confederation etc., the user is invited to consult the "Privacy Policy" and "Cookies Policy" web pages.

WEBSITE OPTIMIZATION

The website is optimized for navigation with all major browsers (Firefox, Chrome, Safari etc.) both on mobile and fixed devices.

AMENDMENTS, APPLICABLE LAW AND JURISDICTION

RGF Diagnostics Srl reserves the right to make changes to the website and to these Legal Disclaimers at any time.

As the current version, the user must always refer to the text of the Legal Disclaimers published at the time of the consultation.

The Legal Disclaimers and the relationships between RGF Diagnostics Srl and the users of the website have been prepared and are governed by Italian laws.

All possible disputes between RGF Diagnostics Srl and the users related or otherwise connected to the use of the website, regardless of the location of the servers, are reserved to the Italian jurisdiction, within the limits provided for by Art. 5.1 of the Rome Convention of 1980 and by the Articles 14 and 15 of the Brussels Convention and, where applicable, of the provisions of Regulation (EC) No. 44/2001 of the Council of 22 December 2000.

In the first quarter of 2016, the European Commission made available a platform for online dispute resolution (called the ODR platform).

The ODR platform is designed to facilitate the settlement, alternative to a judgment, of online disputes concerning contractual obligations deriving from sales contracts or online services. The platform can be reached at this link:
<http://ec.europa.eu/consumers/odr>

If certain provisions of the Legal Disclaimers are deemed invalid or unenforceable, they will in any case be interpreted in such a way as to reflect the common intentions of RGF Diagnostics Srl and of the users, in accordance with the remaining provisions of the Legal Disclaimers.

Failure by RGF Diagnostics Srl to exercise the rights and provisions provided for in the Legal Disclaimers does not constitute a waiver of the same unless express written declaration by RGF Diagnostics Srl.