

## 1) Object

1.1 These General Terms and Conditions (hereinafter "General Conditions") govern the terms and conditions with whom Ad Spray S.r.l. (Hereinafter referred to "Ad Spray"), with registered office in Corso Italia, 233, 52100 Arezzo (AR), VAT number 02087840514, tax code 02087840514 provides the Client an analysis service on customer's activities on Client's Electronic Commerce websites (hereinafter the "Service"). The Service is provided through the Web platform called "Adabra" as best described in the service activation / renewal request form (hereinafter "Form"), compiled and forwarded by the same.

1.2 Ad Spray provides the Service through the Internet as described online, in the factual and legal status at the date of the activation request, as published on [www.adabra.com](http://www.adabra.com) (hereinafter, the Site) and with the technical and economic features described herein that the Client, by agreeing to the following General Conditions and what is indicated in the Form (hereinafter together with the "Agreement"), explicitly acknowledges and accepts. Any further performance beyond what is expected of these Terms and Conditions, into the Form and the Site may be provided by Ad Spray only after a specific written request from the Client in a manner to be defined time to time.

1.3 In order to be able to benefit from the Service, the Client must independently find the equipment, the telematics connections, hardware and software required. Ad Spray is not responsible to provide the Client with the above tools, connections, equipment and means and is not responsible for any defects or malfunctions.

## 2) Conclusion of the Agreement

2.1 Compilation and subsequent transmission to Ad Spray of the Form constitutes the full acceptance of these General Conditions by the Client, as well as the content of the documents, the rules, the provisions and the procedures that they refer to, making them binded to the Client.

2.2 The Agreement is concluded on the date of correct and timely receipt of the Form by Ad Spray compiled and accepted by the Client in all its parts, unless otherwise indicated in the Form. The effectiveness of the Agreement remains in any case suspensively conditioned until payment of the amount due for the Service and until the first interaction of the Client's website with the Ad Spray servers, according to the following article art. 4.1. Acceptance and submission of the Form by the Client may be effected online by the Site, in accordance with the procedures for the conclusion of online Agreements, or by paper forms. It is understood that after 90 (ninety) days from the date of receipt of the Form, in the absence of a receipt of the payment from Ad Spray of the amount due in the above terms, Ad Spray will be entitled to immediately terminate this Agreement according to art. 1456 Civil Code Any possible sum received by Ad Spray before the termination of the Agreement will be returned to the Client with the terms and conditions set forth in the following Art. 3.4, which is also referenced in case of credit loss.

## 3) Fees and Payment Methods

3.1 The payment of the fee for the ordered Service and any additional costs necessary for its delivery must be done by the Client at the same time or after the submission of the Form, provided that the effects of the Agreement remain suspended until the payment of the amount due, unless otherwise indicated in the Form. The price of the Service is determined in the Form according to the rates in force at the time of submitting the Form as indicated in it. All invoiced amounts will be subject to the VAT due, which, along with any other tax arising from the execution of the Agreement, will be paid by the Client. In any case, the Client expressly declares to raise Ad Spray for any and all liability arising from the transactions or payments made.

3.2 By accepting these General Terms and Conditions, the Client expressly agrees that the invoice can be transmitted and / or made available electronically.

3.3 Payment of invoices issued by Ad Spray must be made by the Client for the full amount, even in case of dispute, otherwise the application of the following Article 11.

3.4 The amount paid by the Client will be charged for the Service ordered by the same Client. Nevertheless the Client acknowledges and accepts that in the event of unpaid invoices issued by Ad Spray for the supply of any other service to the Client, Ad Spray, having previously warned the Client, will charge the fee paid by the same for the payment of the above invoices up to the full correspondence of the amount indicated and due. Any possible sums paid by the Client which remains as a result of the aforesaid transaction, will be charged for the ordered Service, and the Client must immediately pay the additional sum due until the intended amount, otherwise Ad Spray shall procure the termination of the Service as agreed in art. 2.2.

## 4) Activation and delivery of the service

4.1 Notwithstanding the foregoing art. 4.2, the service will be considered activated only after the first interaction of the Client website with the Ad Spray servers and that can happen only after having received the due fee, Ad Spray will notify the Client by e-mail of the activation of the Service. With the activation of the Service, the Client may start using it and remains the sole and exclusive responsible for its use, as well as for material and data, including personal data, processed.

4.2 Ad Spray reserves the right to suspend the activation of the Service after the conclusion of the Agreement referred to in art. 2.2. And, at its discretion, resolve the Agreement as referred to art. 1456 Civil Code, in cases where at its discretion:

- a) the Client appears to have failed to comply with Ad Spray, even in relation to previous contractual relationships. In such a case, the activation of the Service may be subordinated, at discretion and following Ad Spray communication, to the prior fulfillment of the previous relationship;
- b) the Client does not provide Ad Spray documentation requested by the same, or in any case provide false data or that Ad Spray adverts are suspected to be such.

After the conclusion of the Agreement as referred to art. 2.2 and prior to the activation of the Service, Ad Spray will have the right to terminate the Agreement if there are technical, organizational or other reasons that may be an obstacle to the activation of the Service.

Ad Spray will inform the Client of the failure to activate or not renew the Service without having to state reasons, and will only be obliged to return to the Client the fee that has been received by the same, with no additional charges. It is understood that no such interest will be due to this sum. The Client acknowledges and agrees to be entitled only to the refund of the price paid to Ad Spray and to not be able to make any claim for compensation against Ad Spray due to the failure of the activation of the Service.

## 5) Duration, renewal, termination of the Agreement

5.1 The Delivery Service Agreement must have a duration equal to the time period selected and indicated by the Client in the Form, with effect from the activation date of the Service. Upon expiration, the Agreement will automatically renew from time to time for a period of 12 (twelve) months, unless notice is given to one of the parties to be notified at least 90 (ninety) days prior to the expiration date or before the expiry of each subsequent renewal period, by sending the other party a registered letter with acknowledgment of receipt.

5.2 At the end of the Agreement, the latter will be deactivated and

the Agreement will cease to be effective. In case of renewal in accordance with art. 5.1 the amount of the fee due will be calculated on the basis of the tariffs and contractual terms in force at the time of renewal.

5.3 Upon termination of the contractual relationship, for any due cause, the Client and Ad Spray will be free from each other's obligations and the Service will be deactivated, except for the Client's right to access and retrieve his / her own data, including personal data whom is the owner in accordance with the provisions of art. 8, no later than 30 (thirty) days after the Service has been deactivated.

After 30 days from the termination of the contractual relationship, the Client's data, including the Personal Data it owns pursuant to art. 8, will be permanently deleted.

## 6) Client's Data

6.1 The Client grants that the data provided to Ad Spray for the performance of the Agreement is correct, up-to-date and truthful and allows him to identify his or her true identity. The Client undertakes to promptly communicate to Ad Spray any variation to the data indicated at the time of order and to provide at any time, if requested of Ad Spray, adequate proof of his / her identity, domicile or residence and, where appropriate, of its status of legal representative of the legal person requesting the Service.

6.2 The Client acknowledges and agrees that if, in the order and / or for the purposes of the completion of this Agreement, it has provided Ad Spray false data, the latter reserves the right to immediately suspend the Service and / or terminate the Agreement pursuant to art. 1456 Civil Code, holding the sums paid by the Client and reserving the right to claim compensation for the greatest damage; It is understood that the Client will not be able to advance to Ad Spray any claim for reimbursement, compensation and / or damages for the time it did not use the Service.

## 7) Client Obligations

7.1 The Client undertakes to use the Service in accordance with the terms of the Agreement and in accordance with the law. For example but not exhaustively, the Client undertakes to:

- a) Do not cause, and do not contribute, in any way, to any computer attacks of any kind (including DOS attacks, viruses or other harmful components), acts to violate or attempt to violate the confidentiality of private messages, to harm the integrity of others' resources, to cause direct or indirect damage to anyone (for example but not exhaustively by pirate software, crack, key-generators, serial);
- b) refrain from any violation of the computer systems and the security of Ad Spray networks or third parties;
- c) Do not use the Service in any way to harm third parties;
- d) Ensure that any material that it has entered into the Internet through the Service or other services offered by Ad Spray in its legitimate and complete availability is not against the law, does not infringe any copyright, trademark, patent or other third party or Ad Spray Rights protected by law or Agreement. Any copyrighted material may be placed on the network only if the Client has obtained the rights of use from the actual holder of the relevant copyright;
- e) Do not allow or transfer to third parties the use of the Service, even partially, either free or by payment, or by reselling it to third parties without the express written permission of Ad Spray. In any case, do not use or make third parties use directly or indirectly, the Service against the Law;
- f) Do not give offense, direct or indirect damages to anyone and / or anyway in order to violate or contradict, in any form and manner, the applicable legal provisions;
- g) Treat as confidential any data or information received by Ad Spray

due to the provision of the Service;

h) Do not access network systems, third-party information that has not provided explicit permission, by scanning / probing techniques, vulnerability tests, security breach attempts, or authentication measures;

i) Do not use or make the Service use by any third party in any way that damages, in any way, to the image, name and trademarks owned by Ad Spray;

j) Do not make spamming or equivalent actions, including unsolicited commercial communications, in violation of applicable law, do not introduce or submit programs (viruses, Trojan horses etc.) that compromise the operation of the network;

k) Accept and observe the rules of good use of network resources contained in the "Netiquette" document published on the Naming Authority Italian website (<http://www.nic.it/tutto-sul.it/netiquette>), of which the Client declares to know and accept;

l) Do not use or make use any of the services provided by Ad Spray against third parties' law or rights or in the interests of offending direct or indirect damages to anyone (including, but not limited to, material treating pedophilia, pornography or racist or fanatical apologies).

m) Use or upload encryption software, used for the purposes of using the Service, in violation of applicable standards.

7.2 In the event of a breach of any of the above obligations, Ad Spray has the right to intervene in any form and manner which is appropriate to eliminate, where possible, the breach and its effects and to immediately suspend and without notice the Service, and also reserves the right to terminate the Agreement under the following Art. 11. Ad Spray will retain the sums paid by the Client for remuneration, except in the event of compensation for the greater damage. The Client acknowledges and accepts that nothing will be required by Ad Spray for reimbursement, indemnification or compensation for the measures that it may have deemed appropriate to take. In any case, the Client assumes all responsibility for the above breaches at any time and undertakes to detain and hold Ad Spray free from any injurious consequence.

7.3 The Client must report to Ad Spray promptly, and in any case not later than 48 (forty-eight) hours, any irregularities or malfunctions in the Service. Any damage caused to the Client by failure to report such irregularities or malfunctions of the Service will be considered Client's responsibility and will not be charged to Ad Spray.

## 8) Protection of personal data

8.1 Except where the Client declares in the Form to act as responsible for the processing of Personal Data on behalf of a third party as identified in the Form ("Third Party Holder"), Ad Spray and the Client acknowledge that the holder of the Treatment of personal data, as defined by art. 4, comma 1, lett. B) of the European regulation 679/2016 ("GDPR"), processed for and for the purposes of this Agreement ("Data Personal") and remains the Client because, in defining the ways in which the Client intends to use the Service, defines the use of such data to be determined, determining its purpose and treatment.

Therefore, it is understood that, for the purposes of this Agreement, Ad Spray will act as the controller for the processing of Personal Data pursuant to the appointment referred to in Annex 1, by processing exclusively for the purpose of providing the Service and according to the instructions provided by the Client. Client agrees to the processing and use by Ad Spray of purely statistical information, on

aggregate basis and prior to anonymization, collected in connection with the use of the Service.

8.2 With respect to the processing of Personal Data for the purposes of the use of the Service, the Client declares and grants that the processing will be carried out in full compliance with the current rules, including the GDPR and the provisions of the Personal Data Protection Guarantor, and to comply with all the obligations therein, including, for example but not exhaustively:

- a) inform interested persons of which the Personal Data refers or are related to ("Interested"), what the users of the Client's web site can be in relation to which the Service is offered, about the manner and purpose of collecting and using their Personal Data in the Service context as well as any other aspect of art. 13 GDPR. Such information will be provided by the Client in the forms and manner of law, including the insertion in the privacy policy of the Client's website, in relation to which the Service is provided, of clear information about the Service covered by the Service, as well as to list Ad Spray among its treatment managers for the activities of the Service. In the informative document, the Client must provide to the Interested also information regarding: i) on the logics used for profiling mentioning the description indicated in the technical manual given to the Customer; as well as (ii) on data retention times, which are 12 months for profiling and 24 for marketing, except for longer terms that the Customer may indicate on the basis of an impact assessment pursuant to art. 35 GDPR or in the case of a provision of the Authority for the Protection of Personal Data that establishes and authorizes longer terms for the specific sector of activity in which the Customer operates;
- b) obtain from each Interested the estimated, free and valid consent to the processing of Personal Data for the purposes of profiling and marketing connected to the use of the Service in the ways and forms required by the current legislation;
- c) to respect, as sole and unique data controller in relation to Personal Data collected through cookies and similar technologies (including the use of unique markers), the obligations of disclosure and consent required by current legislation, in the manner of to the general provision of the Guarantor for the protection of personal data relating to cookies (OJ No. 126 of 3 June 2014) and to the Guidelines of the Guarantor for the protection of personal data on the processing of personal data for online profiling (GU No. 103 of 6 May 2015) and subsequent amendments and additions, as well as the obligations set forth in the following art. 8.6;
- d) keep the register of the data processing activities of the data owner pursuant to art. 30 GDPR;
- e) take appropriate security measures;
- f) check whether the conditions are met for having to carry out the impact assessment, pursuant to art. 35 GDPR, presenting the processing carried out by the Customer a high risk for the rights and freedoms of the interested parties.
- g) notify IT incidents in the cases and with the forms referred to in Articles 33-34 GDPR; Delete user data in the terms indicated in letter a) point (ii);
- h) use the Service with reference to the particular categories of personal data pursuant to art. 9, GDPR within the limits and with the methods provided for by the law on the protection of personal data.

8.3 The Client remains fully responsible for any damage caused to the Interested Persons by the use of the Service to the extent that the

damage resulting from the use of the Service is not a direct consequence of Ad Spray's failure to fulfill its obligations under this Agreement. The Client undertakes to maintain unharmed Ad Spray (i) from any claim for damages and / or claims promoted by an Interested in respect of the damages suffered and / or suffered because of an action or omission by Ad Spray, To the extent where such action or omission is a direct consequence of the instructions given by the Client, and (ii) any claim, damages, punishment or sanction of any competent authority, as well as any costs and expenses caused and / or resulting from the breach by the Client of the obligations and the guarantees referred to in this art. 8.

8.4 Notwithstanding the foregoing art. 8.3, in case of violation of the obligations of the Client (or of the third party, owner of the data processing, where applicable) referred to the art. 8.2, Ad Spray can terminate the Agreement under the terms and for the effects of Art. 1456 Civil Code, and request compensation for all damages incurred also as a result of claims made by third parties.

8.5 With respect to the processing of Personal Data in the context of the Service, Ad Spray declares and grants to process Personal Data only for the purpose of providing the Service at Client's request and not to process Personal Data collected by the Service for its own purposes or third parties. Ad Spray agrees not to match Personal Data collected by the Service with any other information that is owned or obtained from other sources.

8.6 For the purpose of running of the Service, Ad Spray provides the Client similar cookies and technologies (including fingerprinting) to collect, analyze, and process Personal Data of Interested People who visit the Client's Website and / or register ("Customer Users"); such cookies and similar technologies do not allow the Client and Ad Spray to collect Personal Customer Information on other websites than the Client's Website for which they were created.

For the purpose of respecting the applicable cookie and technology standards by the Client, Ad Spray also undertakes to create and make available, through a link that will be provided to the Client, a suitable tool to handle the activation and deactivation requests of cookies and to deny the use of similar technologies related to the Website required by Customer Users. The Customer undertakes to inform the Interested about the use of cookies c.d. "profiling" and other similar technologies and to insert in the informative/privacy policy or cookie policy the link created by Ad Spray. Ad Spray is not liable for any omissions by the Client in giving the interested parties the necessary information on the use of cookies for "profiling and / or publishing the link to their cookie policy and the tools that it has set up to activate and disable cookies and for deny consent to the use of similar technologies. The Client, therefore, will indemnify and lift from responsibilities Ad Spray from any claim, damage, provision or sanction of any competent authority, as well as any cost and expense caused and / or resulting from the violation by the Client of the obligations imposed on it pursuant to of the present art. 8.6.

8.7 Ad Spray undertakes to accept the agreement relating to the appointment as data controller, pursuant to and for the purposes of art. 28 GDPR, and to follow the instructions given by the Client.

8.8 It is understood that Ad Spray will not be held liable for any failure to comply with the instructions given by the Client, and it can't constitute a valid reason for termination of the Agreement, where the instructions are manifestly unlawful and Ad Spray informs the Client in the following ways envisaged, their opposition to enforcing such instructions.

8.9 If, at the moment of the signature of this Agreement, the Client has declared in the Form to act as the Person responsible for the processing of Personal Data on behalf of the Third Data Holder, the Client guarantees and provides adequate evidence that it has received express mandate to act on and behalf of the Third Holder of the Treatment Subject so that the Client may appoint, in the name and on behalf of the Third Holder of the Treatment, Ad Spray as responsible for the processing under this Agreement.

The Client assumes all responsibility for any erroneous or false statement regarding the ownership of Personal Data and undertakes to hold and maintain harmless Ad Spray from any prejudicial consequence that may result from them.

## 9) Prohibition of transfer

The Client may not dispose of or transfer to third parties any order and / or Agreement with Ad Spray, wholly or partly, without the prior written permission of Ad Spray, in the absence of which it may terminate the Agreement for the purposes and for the effects of Art. 1456 c.c.

## 10) Ad Spray Liability Limitations

10.1 Ad Spray disclaims any responsibility to its Client or third parties for delays, malfunctions, suspensions and / or interruptions in the delivery of the Service caused by:

- a) fortuitous events, catastrophic events and force majeure;
- b) malfunction or non-conformity of the connection devices provided by or on behalf of the Client;
- c) tampering on the services or equipment performed by the Client or by third parties unauthorized by Ad Spray;
- d) incorrect use or use that does not conform to these Terms and Conditions of the Service by the Client;
- e) execution of routine and / or extraordinary maintenance work or modifications or maintenance which are not programmable and / or predictable and technically indispensable;
- f) failures and malfunctions of machines and software, whether they are owned by Ad Spray or by its suppliers, or in the event of an activity and / or inertia of the latter;
- g) justified reasons of security and / or guarantee of confidentiality;
- h) in the case of a malfunction that is hazardous to the network and / or the persons.

The Client acknowledges and agrees that, in all the cases listed above, and in any event where a suspension or interruption of the Service occurs, even if not dependent on Ad Spray-related facts, the latter will in no way be responsible for the Client or anyone for lack of availability of the Service, while not guaranteeing the continuity of the service, the integrity of the data stored or sent through the Ad Spray system and / or through the Internet. The Client therefore acknowledges and accepts that it will not be able to file any claim for damages, redemption or compensation against Ad Spray for verified suspension or interruption of the Service and Ad Spray is raised from any liability in this regard.

10.2 It is understood that no liability can be charged to Ad Spray if the Service provided, with the exact features required by the Client, is conditioned by the fact that the third party (for example but not exclusively supplier of Ad Spray) and / or timing of the relative activation procedures. In this respect, the Client acknowledges and accepts that technical breaks in services due to machine and software malfunctions and malfunctions remain, whether they are the property of Ad Spray or its suppliers.

10.3 Ad Spray declares from time to time that it does not carry out any control, mediation and surveillance of the content placed by the Client in the network. For this reason, without any prior checking, and without charging Ad Spray, there is no obligation to provide for the deletion of content considered offensive, controversial or for any

reason unlawful, while reserving this right.

10.4 With respect to the terms of the Service delivery, the Client acknowledges and agrees that Ad Spray does not warrant that the Service fits perfectly for particular purposes and that performance is a means of non-profit (by way of example but not exhaustive: Ad Spray does not guarantee increased profits and / or sales, etc.). In addition, for the specific network structure, where many entities are involved, no guarantee can be given on the continued usability of the Service. In this case, the Client agrees that Ad Spray is not liable for any loss or damage of any kind resulting from data loss, failure to access the network, to transmit or receive information, caused by canceled transmission delays or interruption of the Service .

10.5 For this reason, the Client hereby declares that nothing shall be required as a refund and / or damages against Ad Spray in the event that the failure to use the Service is attributable to the above circumstances.

## 11) Expressive termination clause and termination of the Agreement

This Agreement is hereby terminated by authorizing Ad Spray to discontinue the provision of the Service without prior notice if the Client:

- a) sells all or part of the Agreement to third parties without the prior written consent of Ad Spray;
- b) has previously been or is in default of any title with respect to Ad Spray, also for services other than that covered by this Agreement;
- c) does not pay the agreed fee;
- d) act or act as Ad Spray agent;
- e) use the services in a different way than those communicated to Ad Spray;
- f) violates the provisions of art. 8.2 and 8.3.

In the above-mentioned hypotheses, the resolution is legally enforced by a one-sided Ad Spray declaration, to be executed by registered letter a.r. to be sent to the Client, as a result of which the same will be entitled to interrupt the supply of the Service without prior notice. In such cases, the Client acknowledges and accepts that the sums paid by the same will be withheld by Ad Spray as a criminal offense, except in the event of compensation for the greater damage, without the same being able to make any claim for reimbursement, compensation and / or damages for the period when you did not use the Service. It is understood that the resolution of the right mentioned above works without prejudice to the others

Hypotheses of resolution provided for by law and actions for compensation of any damage suffered and / or suffers.

## 12) Withdrawal

12.1 Ad Spray reserves the right to terminate the Agreement at any time in its sole discretion, giving written notice to the Client, with a notice of at least 15 (fifteen) days, by registered letter, subject to events caused by force majeure higher, by virtue of which Ad Spray reserves the right to terminate this Agreement with immediate effect. After the above term, Ad Spray will provide the Client with data for a period of 30 days to enable them to recover them. That's how term, Ad Spray may at any time disable, disable, obscure, and in any case render the Site and / or the emails associated with it inaccessible. As a result of the withdrawal, Ad Spray will be required to return to the Client exclusively the rate of Service for the period in which it has not been used, deducted the costs incurred and borne by Ad Spray for performance already performed. All other redemption or compensation or compensation or liability of Ad Spray is explicitly

excluded for the exercise of the right to withdrawal and / or non-use by the Client of the Service during the remaining period.

The Client has no right to withdraw from the Agreement in advance.

### 13) Exclusive Property Rights

13.1 The Service will be used by the Client in respect of the intellectual and / or industrial property rights of Ad Spray and / or third parties. Ad Spray and exclusive owner and has the Software, the relevant documentation and any other information provided to Client in execution of the Agreement. The Client, therefore, is not authorized to reproduce, process, publish, disseminate and assign to third parties by any means the above mentioned material, except within the limits of what is necessary to avail of the Service purchased.

13.2 All material coming from Ad Spray must be treated as confidential with the express prohibition of publishing, transmitting or distributing it to third parties in any form whatsoever. Such material may be used, manipulated, printed and stored solely in the Client's memory for its sole benefit.

13.3 The Client authorizes Ad Spray to use its trademarks, logos and promotional materials for house history or proof of the quality of their work for the duration of the Agreement and for 10 years after its termination any means of communication that will be made available.

13.4 Ad Spray in order to implement and make contracted web solutions work, the Platform will not be allowed to be used outside of its servers. The Client agrees to use these technologies until the natural termination of the contractual relationship at which they cannot claim anything from Ad Spray. Ad Spray will provide the data set managed through the Platform in csv format.

13.5 The Parties acknowledge that the Client's proprietary data entered by the Client in the Platform will remain the property of the Client. The Client grants to Ad Spray a non-exclusive, perpetual, irrevocable license, valid worldwide and free of charge, to use the data entered by the Client for any study, marketing, and analysis activities, provided that the above data are provided in advance anonymous and unassigned in any way to any person's personal data.

13.6 If Ad Spray licenses a Software to the Client to use the Service (hereinafter referred to as "Software"), the license will be effective only and exclusively for the duration of the Agreement. Upon completion, Client will be required to uninstall the Software and to delete any copies of the Software. It is forbidden to Client to disassemble, decompile, decode, translate or otherwise modify or tamper with the operation of the above mentioned software, except as expressly provided by the statutory rules of law. In case of violation of this art. 13.6, the Client will be required to pay Ad Spray as a penalty, amounting to Euro 20,000 (twenty thousand) for each day the said violation has been verified or for each day that the Software, due to the change made by the Client, has operated altered to the original version.

### 14) Changes in services and changes to the terms of the offer

14.1 The Client acknowledges and accepts that the Service covered by this Agreement and characterized by ever-evolving technology, for these reasons, Ad Spray reserves the right to modify the technical characteristics of the Service and to vary the terms of the offer at any time and without notice. With respect to Client support and support services, the Client acknowledges that the technical, maintenance and / or modification activities will be counted at the price indicated in the Form (VAT excluded) at hourly rate or fraction thereof with monthly invoicing unless otherwise stated in Form itself.

14.2 If Ad Spray modifies these Terms and Conditions, such changes will be communicated to the Client by e-mail or publication on the Site.

### 15) Competent Court

For any and any dispute relating to the interpretation, execution and termination of this Agreement shall be the sole responsibility of the

Forum of Arezzo.

### 16) Final Provisions and Communications

16.1 This Agreement supersedes any other prior agreement between Ad Spray and the Client having the same object and constitutes the full manifestation of the agreements concluded between the Parties on this subject.

16.2 The relationships between Ad Spray and Client established by these General Terms and Conditions cannot be understood as mandate, company, representation, collaboration or association, or similar or equivalent contracts.

16.3 All communications to the Client regarding this contractual relationship can be made by Ad Spray by hand, by e-mail, by registered letter AR, by ordinary mail or by fax to the addresses communicated by the Client and, as a result, the same ones will be considered by these known ones. Any variations of the Client's addresses that are not notified to Ad Spray will not be eligible for it.

16.4 Any ineffectiveness and / or invalidity, in whole or in part, of one or more of the Articles of the Agreement shall not invalidate the other articles which shall be deemed valid and effective;

16.5 Under no circumstances may Client default and / or behavior deviate from these Terms and Conditions may be considered as exceptions to the same or tacit acceptance of non-fulfillment, even if not challenged by Ad Spray. Ad Spray's inertia in exercising or claiming any rights or clauses in the Agreement does not constitute waiver of such rights or clauses.

16.6 Except as expressly provided in these General Terms and Conditions, please refer to the law in force at the time of the conclusion of the Agreement, as far as this is compatible

### Restrictive clauses

For the purposes and for the effects of art. 1341 and 1342 c.c., the Client declares that it has read and expressly approved and expressly and specifically approves the following clauses: 2.2) Conclusion of the Agreement; 4.2) Activation and delivery of the Service; 5.1) and 5.2) Duration, renewal, termination; 10.1) and 10.4) Ad Spray Responsibility Limitations; 12) Withdrawal; 14) Changes in services and changes in the terms of the offer; 15) Competent Court.

### Information by art. 13 GDPR to be given to the Interested

The European Regulation 679/2016 (GDPR) provides for the protection of persons and other subjects with respect to the processing of personal data. Interested, according to the definition of art. 4, lett. 1) GDPR means only "the identified or identifiable natural persons to whom the Personal Data refers"; the data controller is Ad Spray S.r.l. with headquarters in Corso Italia, 233 - 52100 Arezzo (Ar) VAT number 02087840514; e-mail [PRIVACY@adspray.it](mailto:PRIVACY@adspray.it). The Data Controller has appointed its own Data Protection Officer, which is also the contact point for data subjects, which can be reached by post at the registered office of the Data Controller or at the e-mail address [DPO@adspray.it](mailto:DPO@adspray.it). The processing of personal data held by Ad Spray will take place in accordance with the principles of lawfulness, correctness and transparency. Personal data will be collected by Ad Spray for specific, explicit and legitimate purposes (purpose limitation) and will be adequate, relevant and limited to the purposes for which they are processed (data minimization). They will always be up to date and accurate and kept for a period of time not exceeding what is necessary for the purpose of executing the Contract, without prejudice to the fulfillment of legal and tax obligations that establish longer retention periods (limitation of conservation). After that they

will be deleted. The Client's personal data will be processed by adopting all appropriate security measures to guarantee the integrity, confidentiality and unavailability of unauthorized third parties (integrity and confidentiality). The personal data of the Client necessary for the execution of the Contract, including the e-mail address, are subject to processing.

The Client's data are also processed for purposes implied by the implementation of legal obligations of an administrative, accounting and fiscal nature. The legal basis of the processing is therefore constituted by the need to fulfill the obligations covered by the Contract and to fulfill the obligations of the holder referred to above. The processing for direct marketing purposes by sending e-mails related to products or services deemed to be of interest to the Client is based on his express consent. The Customer can oppose this treatment by using the appropriate unsubscribe functions that will be available on each commercial communication. In the case of purchase of the Service in the e-shop on the [www.adspray.it](http://www.adspray.it) website, please also refer to the information contained in the Privacy policy and in the Cookie policy published there.

The Client's personal data may be disclosed to third parties who have contractual relations with Ad Spray within the aforementioned purposes. Specifically, banks in charge of payments; public or private bodies for the implementation of fiscal and accounting obligations; suppliers and professionals who provide consulting services and other support activities to those of the owner. The communication of the above data is necessary for the correct and complete execution of the Client's Contract with Ad Spray and, more generally, to perform all the formalities required by law (in particular, accounting and fiscal). The addresses of the DPO indicated above are available from the list of data processors appointed by Ad Spray.

Articles 15 to 22, GDPR confer on the Interested, and therefore also on the Client who is a natural person, the exercise of specific rights.

Article. 15 GDPR recognizes to the data subjects-natural persons the right to access their personal data and to obtain a copy. The right to obtain a copy of the data must not affect the rights and liberties of others.

With the application for access, the individual-physical person has the right to obtain from Ad Spray the confirmation whether or not it is being processed on its personal data and to know the purposes and categories of data processed, third parties to whom the data are communicated and if the data are transferred to a non-EU country with adequate guarantees. The interested party has also the right to know the storage time of their personal data.

With respect to personal data, the Client, if a natural person, has the right to request the correction of inaccurate data and the integration of incomplete data, the cancellation (right to be forgotten) under the conditions indicated in art. 17, GDPR, the limitation of the processing, the revocation of consent, the portability of data and the right to object, at any time and without having to provide justifications, to the treatment for direct marketing purposes.

The rights may be exercised by e-mail to the address of the Data Protection Officer of Ad Spray, [Dpo@adspray.it](mailto:Dpo@adspray.it), or by ordinary mail to the address of Ad Spray's registered office.

The Data Protection Officer may need to identify the data subject by requesting to provide a copy of his identity document. An answer will be provided as soon as possible and in any case no later than 30 days. The Client who believes that the processing of their personal data violates the provisions of the GDPR or of the internal regulations regarding the protection of personal data has the right to lodge a complaint with the Personal Data Protection Authority based in Rome, pursuant to art. 77 GDPR and / or to appeal to the judicial authority.

### Release Form

The Client, with reference to the order of the Service, confirms the absolute truthfulness and legality of the information communicated, raising Ad Spray S.r.l. from any and all liability in this regard and by keeping it from any consequence may result from the dissemination of such information. The undersigned also assumes all responsibility for the quality, accuracy and legality of the information provided to Ad Spray S.r.l., stating that the latter cannot be held liable to any person for any inaccuracies, errors or omissions contained in the information rendered, irrespective of their cause, for any damage caused by them. Notwithstanding the foregoing, the Client declares that it has read the General Conditions of the Agreement prepared by Ad Spray S.r.l. and agrees that it does not control any of its Clients' sites or material that is published or communicated to them and assumes, consequently, against any person with any civil and / or criminal liability for such content. Finally, the Client declares that the pages of his site are updated without any prior and / or subsequent checking by Ad Spray S.r.l. which is limited to providing the indexing service or promotion.