# GENERAL TERMS AND CONDITIONS – GATEWAY

## Identification of the parties and conclusion of the contract

This service supply contract is entered into between R&D Communication s.r.l. with its registered office in Verona, Montorio - Via Dei Castagni, 9, its operational headquarters in Verona Montorio - Via Dei Castagni, 9, VAT number IT03269830232, registered to the Register of Companies at the C.C.I.A.A. of Verona, hereinafter simply referred to as "R&D Communication" and the Customer ("Customer") as the signer of the contract or form of membership, hereinafter simply referred to as “Customer”.
The clauses of this contract are considered accepted, and consequently the contract is considered concluded, with acceptance of the same contract by the Customer upon registration to the service as well as with the purchase or use either free of charge or against payment, of the services made available by R&D Communication to the Customer, as well as those detailed below.
The client can accept these general conditions by signing the contract in paper form, or directly online, using the dedicated web services. The contract concluded and signed in paper form or digitally will have prevalence over the online conditions.

## 1. Subject-matter of the contract

With the signing of this contract the client requests that R&D Communication provides the provision of the services of digital messaging or instantaneous messaging, of digital platforms and applications for the creation and dissemination of digital content ("Services") (including, but not limited to: supply of messages, like SMS or email, provision of online platforms or software that allow the management of sending, of any responses or interactions from recipients, manually or automatically; the supply of online platforms, software, applications or business communication support services, via web, social networks or other forms of digital communication; the provision of related services training, support and technical assistance, etc.) as specifically indicated in Annex A "Economic Offer" as part of this contract.
The Services are provided for a fee, both for individual purchases of products or packages, both by subscription and in the final balance, from R&D Communication to the Customer, according to the pro tempore prices reported in the attachment A "Economic Offer” as part of this contract, unless different Agreements are reported in the Purchase Order Form and / or in the individual economic offers that the parties subscribe during the duration of the contract and that will be an integral part of the present agreement.
The customer is aware and accepts that the costs indicated for the purchase of the Messages differ by type and gateway of sending, depending on whether the connection used is direct or roaming with the various telephone operators, national and not (guaranteed delivery or best effort), characterized by different transmission speed, possibility of sender customization, and of delivery certification; furthermore, he is aware and accepts that the costs indicated will always be understood for traffic carried on national numbers, than the traffic charges of Messages to foreign numbers are established and defined on the basis of dedicated lists and which, therefore, may differ from the tariffs applied for national services, with explicit and specific indication for each foreign country.

## 2. Description of the services

a. The Services consist of the supply of quantities of messages to be sent (as an example: SMS, EMAIL, instant and social messaging, etc..; generically "Messages"); in the use of integrated gateways and online platforms that allow their management (for example: archiving, shipping, receiving, handling of the data of interactions, etc.); in the use of online platforms that allow the creation, diffusion, of selected digital content (an example: instant messaging applications, integration with social-network services, editor, landing pages, e-commerce, etc ...).
The services can be accessed remotely via the web, through the use of several devices, by means of authentication codes issued during the registration. The services can also be made accessible through API protocols, for integration of existing systems / applications / software / portals.
b. The customer who is not a consumer can send messages with an alphanumeric code as the sender, composed of 11 characters (“Alias"). In compliance with the provisions from AGCOM resolution no. 42/13/CIR 02/28/2013 and subsequent amendments and additions and the R&D Communication code of conduct, the Customer will be able to use only Alias that he/she owns as the legitimate owner or for which he/she has legitimate right of use on the basis of the current norms on branding. In no case is he/she able

to use Alias that are expressly reserved for institutions. Before sending the messages, the customer must communicate to R&D Communication every single Alias, that he/she intends to use for the purpose to allow R&D Communication to register the Alias in the database managed by AGCOM ("Database"), taking into consideration that, in the event of no communication, it will not be possible to send the messages with that Alias. If the registration of the Alias in the AGCOM database does not occur, the message can be sent regardless, however the Alias will be replaced by a generic numerical sender assigned by R&D Communication.
The creation of the messages to be sent, the material and any necessary software for the realization of them are entirely the responsibility of the Customer, and no claim can be made against R&D Communication in this sense. Consultancy advice on the composition of messages and/or on the use of the software adopted and in any case any supply not expressly mentioned in this contract is excluded from the provision of the service, and it must be the subject of a separate agreement and consequent economic quantification.

## 3. Obligations, restrictions and responsibilities of the customer

**a. The Customer is responsible for the content of the Messages as well as for the use of the services provided by R&D Communication**.
The Customer is aware of the laws applicable in the countries of both origin and destination of the Messages with respect to the publication and dissemination of information of any kind (including but not limited to: prohibition of publication and/or dissemination of obscene or pedophilia-related content; of content that is either offensive or contrary to morality or public order; of content inciting violence or hatred; of content that is detrimental to the rights of third parties or protected by copyright; of content, data or information held illegally, without consent or in violation of current legislation; of information pertaining to the sale and promotion of illegal goods or services; of material that facilitates the spread of malwares, trojans or other malicious and/or illegal software...).
The Customer is aware of the applicable laws in matters relating to privacy and data protection in both the countries of origin and destination of the Messages (including but not limited to: the need to obtain consent for the purpose of sending business messages, the means of the processing and storage of the personal data collected, the rights of the data subject...).
The Customer is expressly and absolutely prohibited from using the Services for illicit purposes of any kind; including but not limited to: requesting calls to special-or premium-rate telephone numbers, sending unsolicited communications to addresses or telephone numbers of users who have no relationship with the sender or who have not given specific consent, sending unsolicited communications of any kind, whether malicious (malwares, phishing, trojan-horse,...) or not (unwanted advertising, high-volume dispatch of materials to newsgroups, public classified directories, however obtained, or contact details created through algorithms...), etc.
The customer is aware and accepts that the collection and the processing of particular categories of personal data, pursuant to current privacy legislation (personal data that reveals racial or ethnic origin, political opinions, religious beliefs or philosophical, or union membership, genetic data, biometric data intended to uniquely identify a person physical, health data and either the person's sex life or sexual orientation) they must or not take place within the limits and according to the methods and purposes permitted by the legislation itself, to be indicated in its Privacy Policy to be issued when collecting the data to the interested party, and exempts R&D Communication from any liability in this regard the failure or partial collection of the relative consent.
If the Customer is responsible for sending unsolicited communications (spam or spamming) through the Services, therefore causing R&D Communication inconveniences (including but not limited to: IP or domain blacklisting, relay block listing, international blacklisting, ISP blacklisting or relay block listing, blacklisting of e-mail, domain or SMS services providers...), the Customer will be required to pay a penalty of euro 1,000.00 (one thousand/00) for each list in which IP or domains are listed, in addition to the compensation for damage to R&D Communication's reputation and/or infrastructure.

**b. Access and authentication codes, called username, password, or credentials ("Codes") are required to access the platforms and use the Services**.
The Customer undertakes to keep the Codes confidential and not to transfer them to third parties; he shall be responsible for their safekeeping and assumes full responsibility for the consequences in case of improper use; he undertakes to notify immediately to R&D Communication the theft, loss, or appropriation of the credentials by third parties. The Customer, in order to increase data security in accordance with D. Lgs. 196/2003 and Reg. (EU) 2016/679, undertakes to update at least one of the Codes periodically.

However, the Customer is obliged to promptly notify R&D Communication the unauthorized access to the Service or any other breach of security. R&D Communication shall not be liable for any damage or inconvenience arising from unauthorized access through the Codes in the Customer's possession.
c. If the Customer does not comply with the abovementioned terms, R&D Communication may terminate the Service with no obligation of a notice period and no further amount being due to the Customer as consideration.
d. The Customer purchasing the Services on behalf of third parties ("Customer on behalf of third parties") will have to pay the utmost attention to ensure that such third parties do not use the Services provided by R&D Communication in an illegal manner, in violation of applicable legislation. To this end, the Customer on behalf of third parties agrees to include in the agreements with its own customers, in the language used by the third party, a section similar to clause 3 ("Obligations, restrictions and responsibilities of the Customer") above.

## 4. Standards of service

R&D Communication undertakes to provide the Service through an adequate IT infrastructure, ensuring all the necessary hardware and software updates. R&D Communication also guarantees a standard of service continuity not lower than 99% over 365 days.
The moments necessary to ordinary and extraordinary maintenance, which are generally notified by R&D Communications to the Customer with reasonable notice and scheduled in non-working days and/or night hours, are not considered for the purposes of determining the respect of service standards.

## 5. Technical assistance and maintenance

R&D Communication provides all the necessary hardware and software technical assistance with respect to its operating system. Interventions on equipment caused by or relating to malfunctions which are directly attributable to the Customer's incompetence do not fall within R&D Communication's obligations under this agreement. This agreement does not cover any form of technical assistance on programming and/or management problems not directly linked to the functionalities offered and indicated in this agreement nor directly linked to the Services provided by R&D Communication.
The Customer is offered technical support, within the limits set forth hereinabove, for the whole duration of the contract for the provision of the service.
R&D Communication provides a basic level of customer support to all our clients via telephone on +39 0458841199, via email to the address support: support@rdcom.com, or via our online ticketing system. This basic level of customer support is available between the hours of 09:00 am to 6:00 pm, Monday to Friday and excludes Italian public holidays and weekends (Saturdays and Sunday). R&D Communication also offers higher and more comprehensive levels of customer support, which includes Customer and Technical Support Services up to 24 hours a day, 365 days a year, which must be agreed by a specific prior written agreement.

## 6. Limitation of R&D Communication's liability

a. In no event shall R&D Communication or any other party involved in the creation, production or supply of the Services provided by R&D Communication be liable for any damages arising from the non-use of the Services if service continuity is not lower than 99% over 365 days. The provisions of this clause remain valid and effective even after termination of this agreement by expiry of the period, recission or withdrawal.
b. In no event shall R&D Communication be liable for the malfunctioning of the Services arising from glitches of telephone or electrical lines and world or national networks, such as overloads, failures, interruptions, etc.
c. No damages may be requested from R&D Communication for any direct and/or indirect damages that do not depend directly and exclusively from the use or non-use of the Services as described in clause 2 above.
d. R&D Communication shall not be liable for any breach by third parties which may adversely affect the functioning of the Services provided to the Customer, including, but not limited to, slow speed or failure of telephone lines and computers managing the electronic traffic between the Customer and R&D Communication.
e. The Customer shall keep R&D Communication harmless from and against all losses, damages, liabilities, costs, charges and expenses including any attorney's fee that it may suffer or incur as a result of a breach of the obligations entered into and guarantees provided by the Customer with the signing of this Agreement or of the order form or otherwise relating to the nature of the Service provided by R&D Communication, even in case of compensation for damages claimed by third-parties at any title.

f.With respect to the Service as described in clause 2 above, the Customer understands that R&D Communication offers no guarantee that it will be perfectly fit for purposes that have not been made clear by the Customer himself at the signing of the contract.
g. Moreover, given the specific structure of telematic services, where many entities are involved, no guarantee can be given with respect to the usability of the service beyond that foreseen in clause 4. In this regard and provided clause 4 is complied with, the Customer agrees not to consider R&D Communication liable in the event of temporary impossibility to access or use the Services or of interruption of service.

## 7. Force majeure, natural disasters and fortuitous events

a. R&D Communication shall not be liable for faults caused by fire, explosion, earthquake, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, popular uprisings, riots, strikes and any other cause unforeseeable and exceptional that makes it impossible to providing the agreed Service.

## 8. Economic and commercial conditions

a. The Services marketed by R&D Communications are provided to the Customer at the prices indicated from time to time in the Economic Offer (Annex A, which is an integral part of this contract), unless otherwise mutually agreed in the Economic Offer, in the Order Form and/or in the individual economic offers that the parties may subscribe throughout the duration of the contract and which shall be an integral part of this agreement.
b. Any price increase imposed on R&D Communication by mobile operators will be passed on to the Customer; in case of pre-paid purchase orders, the number of available Messages will be reduced automatically until the greater cost sustained is offset. However, in case of price increases, the Customer retains the possibility to withdraw from this contract, by means of registered letter or certified e-mail, with a right to reimbursement of the residual credit on his account.
c. In any other case of withdrawal or in the absence of renewal, the Customer hereby waives the residual credit, which will not be refunded.
d. The Customer shall be responsible for its own bank charges and fees, so all transfers shall be of the net amount. Nonetheless, the Customer shall not be responsible of any fee applied by an intermediary bank.
e. In case of non-payment or delayed payment, in compliance with the provisions of Legislative Decree 9.11.2012 n. 192 of modification and integration to the Legislative Decree. 231 of 9.10.2002, the automatic starting date of the interest for late payment is foreseen from the day following the expiry of the payment terms. The total amount of interest for late payment will be calculated based on the official ECB rate.

## 9. Obligations of R&D Communication

a. R&D Communication undertakes to maintain the efficiency of the Service. Should R&D Communication be forced to discontinue the Service because of exceptional events or maintenance, R&D Communication will try to keep the outage or malfunctioning periods within the shortest possible time. R&D Communication will define the appropriate measures for accessing the Services and reserves the right to improve them at any time to increase efficiency. R&D Communication will provide the Customer with all the technical specifications to access the Services themselves.
b. R&D Communication provides at its own discretion for the implementation, updating and maintenance of the systems and platforms that convey the Services covered by this agreement; the Customer acknowledges and agrees that the software used, the maintenance, the updates and any technical choice inherent in the operation and implementation of the systems and platforms that convey the services covered by this Agreement fall within the exclusive competence of R&D Communication, which decides in total autonomy and freedom in terms of ways and times of execution.
c. It is understood in any case that, under clause 4 above, the periods to devote to ordinary and extraordinary maintenance are not included in the determination of the standards of service guaranteed by R&D Communication.

## 10. Duration of the agreement

a. This agreement will take effect from the date of activation indicated on the confirmation of the order, on the confirmation of activation of the service, on the on-line confirmation and will be considered valid and effective for the following 12 months or for the different terms set forth in the Economic Offer. Upon its expiry, this agreement will automatically renew for the same period, unless terminated by one of the Parties via registered letter or certified e-mail with a 60-day prior notice, except where the Customer committed to an annual subscription in Annex A “Economic Offer”, in which case the contract will undoubtedly be terminated on the original expiration date. Additional Purchase orders for SMS messages with respect to

the quantity covered by this agreement (detailed in annex A) will always be possible during the validity of the contract and will be subject to the same contractual conditions. The Customer acknowledges and agrees that the quantity of SMS ordered and not used within the expiration date of each contract year will still be invoiced by R&D Communication at the expiration date of each contract year.
b. Any tax burden arising from the execution of the contract, including any tax for advertising activities, shall be borne by the Customer.

## 11. Termination of the agreement

a. R&D Communication reserves the right to terminate the contract pursuant to article 1456 of the Italian Civil Code upon simple written communication to be sent by e-mail in cases of breach of the obligations contained in clause 3 (“Obligations, restrictions and responsibilities of the Customer”) above, as well as in the cases listed in clause 12, paragraphs A1), A2), A3) (“Suspension of performance”) below; this does not affect the right of R&D Communication to receive the payment for the Services covered by the contract, even if not completely used by the Customer.
b. If the Customer withdraws from this agreement before its expiration, he will still be obliged to pay the entire annual fee, even for the period in which he did not make use of the service.
c. R&D Communication reserves the right to interrupt the service totally or partially and without notice in case of serious technical, conduct or economic defaults on the part of the Customer, charging him for the entire annual fee for the Service plus any default interest.
d. The Customer may not in any case assign this agreement without the prior written consent on the part of R&D Communication by registered letter, certified e-mail or other equivalent means, under penalty of immediate termination of the contract and the consequent claim for damages.

## 12. Suspension of performance

A. R&D Communication has the right to suspend, without prior notice, the provision of the Service in the following cases:
A1. The Customer is in default as a result of non-payment of the fees and/or activation charges for the invoiced Services and whose fiscal documents have expired by more than 30 days. In this case, the reactivation of the service is subject to the payment of the arrears updated with the current interest rates in addition to a reactivation contribution of 52.00 euros plus VAT.
A2. The Customer takes an active part in attempting to breach the information systems of R&D Communication or third parties by means of the Service provided by R&D Communication; the Customer uses the Services inappropriately, not complying with the provisions of clause 3 or otherwise for unlawful or in any way harmful purposes.
A3. The Customer represents a situation of danger and/or instability as a result of his programming and/or use activities which may cause damage to R&D Communication.
If the suspension of the service is due to paragraphs (A1) and (A2) R&D Communication reserves the right to extend the effect of the suspension of the Service to other contractual relationships in force with the Customer. “Suspension” or “Cessation” of Services mean the total impossibility – either temporary or final – to use the Services covered by this agreement with any means of communications. No claim for damages can ever be brought by the Customer against R&D Communications in the above-mentioned situations.
The Customer acknowledges and agrees that the flows conveyed through the R&D Communication infrastructure can be monitored, with the intent of verifying that the terms and conditions of use are complied with and to ensure the safety of the infrastructure itself. R&D Communication also reserves the right to access the documentation, including electronic documentation, proving the consent to the processing of personal data obtained by the Customer from the recipients of the Messages pursuant to clause 15(c) below. Although R&D Communication has no responsibility with respect to the actions implemented by the Customer, in order to protect its own interest and avoid problems or inconveniences with its own infrastructure or to the operativeness of its Customers, R&D Communication reserves the right to assess the compliance of the Customer with the current legislation on data protection and to block the sending of any Message that might appear unlawful.

## 13. Communications to the customer

a. Any communication pertaining to the agreement will be made in writing and sent via registered letter or e-mail at the address indicated by the Customer or via SMS with notification of receipt to the contact details indicated by the Customer. In any case, if the Customer indicates incorrect addresses or contact details or has not taken all due care to keep them updated, the communications shall be deemed to have been duly given.

## 14. Applicable law and jurisdiction.

This Agreement shall be governed by and construed in accordance with the Law of Italy.
The Parties hereby waive to their own jurisdiction and whatever other jurisdiction which may correspond to them by law or whatever other conflict of law regulations.

Disputes arising out of the Agreement or arising in connection with the Agreement, including but not limited to, its validity, interpretation, fulfilment, effects and consequences, may be resolved under the exclusive jurisdiction of the Court of Verona (Italy). In any case, the Parties hereby declare and accept that the language chosen and used for the handling of any disputes arising and relating to the Agreement will be English.

## 15. Processing of the personal data of the customer and of the recipients of the messages

a. ***Customer data.*** The client expressly authorises R&D Communication to process their personal data, pursuant to current legislation Legislative Decree 196/2003-Reg. (EU) 2016/679 and subsequent additions / modifications, for the purpose of fulfilling tax and any other obligations necessary for the activation, management and / or maintenance of services provided by R&D Communication, as per the published Privacy Policy on the dedicated page on rdcom website. The data is inserted in an archive where the personal data of the customers is gathered.
The nature of the provision of data is mandatory to allow the fulfilment of legal obligations deriving from those put in place for the required services. In the event of a decision to decline to provide the personal and identification data, R&D Communication will be unable to provide the services. RDCOM employees or collaborators belonging to the Administration functions, Marketing and Technology will be able to view the data, if appointed as data processors. R&D Communication expressly undertakes not to disclose the aforementioned data and not to use it for purposes unrelated to this contract. The client will exercise the rights referred to in articles 15-22 of EU Reg. 2016/679 by writing to: R&D Communication S.r.l. Via dei Castagni, 9 37141 Verona - Montorio or at the email address privacy@dcom.com. Detailed information concerning the rights of the customer are also listed on the RDCOM website. The Privacy Policy is to be considered an integral and substantial part of these General Conditions, and it is published on the dedicated page on the rdcom website.
b. The Customer acknowledges and accepts the existence in the R&D Communication Server of Log files that record all traffic that happens during the navigation of the website and / or during the use of the messaging services. The Log content is fully confidential and can be exhibited only and exclusively at the request of the competent Authorities.

c. ***Message Recipients Data***. The Customer declares to have collected the consent of the users to whom the messages are addressed upon receipt of the communications referred to this service, to be therefore the owner of the processing of the data of the recipients of Messages, and to release and not hold R&D Communication responsible for any liability linked to it. In particular, the Customer is aware that the collection of the consent to the processing of data from the recipients of the Messages is its exclusive responsibility; the client undertakes to make its information known to the afore-mentioned recipients and to receive the explicit acceptance by them, according to the Legislative Decree 196/2003 - Reg. (EU)2016/679. In such information the Customer will have the right to expressly indicate that external services are used for the delivery of communications, including the ones offered by R&D Communication, and that it will be possible that statistical tracking systems will be adopted (which allow i.e. to detect the opening of a message, count and identify the clicks and identify the clicks made on the links, ...).
d. With the conclusion of this contract as per the attached appointment letter, the Customer appoints RDCOM as Processor (or Sub-Processor) for the processing of personal data of which he is the Controller (or Processor) of the processing of the data, according to definitions and requirements dictated by current legislation on the protection of personal data, in particular from D. Lgs.196 / 2003 -EU Reg. 679/2016 (GDPR).

In giving confirmation of the present agreement, the Customer expressly declares to have paid particular attention to what is expected regarding the commitment of the contractual supply proposal, the agreed prices, the payment methods as well as the articles: Art. 3 Obligations, Prohibitions and Responsibility of the Customer, Art. 6 Limitation of liability, Art. 7 Force majeure, Catastrophic Events and Fortuitous Events, Art. 8 Economic and Commercial Conditions, Art. 10 Duration of the Agreement, Art. 11 Termination of the

Agreement, Art. 12 Suspension of the Service, Art. 13 Communications to the Customer, Art. 14. Court of Competence, Art. 15. Processing of personal data of Customer and recipients of the Messages.

# GENERAL TERMS & CONDITIONS - ADVERTISING

## Definition of the parties

This service supply contract is entered into between the company R&D Communication Srl, with registered office in Verona Montorio, Via Dei Castagni no. 9, Tax Code and VAT number 03269830232, registered with the Business Register at the C.C.I.A.A. of Verona, hereinafter simply referred to as "RDCOM," and the advertiser, as the signatory of the contract or subscription form, hereinafter simply referred to as the "Client."

The clauses of this Contract are considered accepted, and consequently, the Contract is deemed concluded upon the Client's acceptance at the time of registration for the service, as well as upon the purchase or use, whether paid or free and/or temporary, of the services made available by RDCOM to the Client, as described below.

The Client may accept these general conditions by signing the contract in paper form or directly online using the dedicated web services. In any case, the contract concluded in paper form shall take precedence over the conditions accepted online.

## 1. Object of the contract, acceptance, and amendment of general service terms

2.1 These General Conditions and the Service Purchase Order (“Order”) constitute the contract between RDCOM and the Client, concerning the provision by RDCOM, through its web platform(s) (“Platform” or “Platforms”), of advertising services (hereinafter also referred to as the "Service" or "Services") offered by RDCOM, allowing the Client to promote its products and/or services through the distribution of Advertising Messages to recipients who have consented to receive advertising messages and commercial information from RDCOM or third parties. In case of discrepancies between these General Conditions and what is specified in the Order, the latter shall prevail.

An "Advertising Message" or "Message" refers to any type of message, textual or otherwise, independently created by the Client and distributed via the Service through mobile telephone networks, the Internet via email, and/or within mobile applications in the course of commercial, industrial, artisanal, or professional activities, with the aim of promoting the transfer of movable or immovable goods, the provision of works or services, or the establishment or transfer of rights and obligations related thereto.

The Services may be provided through a subscription or upon activation by RDCOM of the option package chosen by the Client from those available and viewable within the online SHOP space and, in any case, on the website www.rdcom.com, upon payment by the Client of the consideration, as indicated in Annex A "Economic Offer," unless otherwise agreed in the order form and/or in the individual economic offers that the parties will sign during the contract duration, which will be an integral part of this agreement.

2.2 Upon acknowledging the Service Conditions, the Client may proceed with completing and submitting the Order to RDCOM through specific online forms on RDCOM’s websites and/or through specific forms sent via email to the designated RDCOM addresses (“Order”).

Through the Order, the Client may purchase, including but not limited to: (i) A promotional campaign consisting of a specific quantity of Messages at a determined price per message (“Sending Campaign”); (ii) A performance-based promotional campaign aimed at acquiring a specified number of contacts (“Leads”) at a determined price per Lead, to be carried out by sending one or more Advertising Messages (“Performance Campaign”); (iii) A promotional campaign with pre-purchased credit for an undefined quantity of Advertising Messages, which the Client may later define autonomously through RDCOM’s Platforms, following the guidelines provided online (“Credit Campaign”).

Send Campaigns, Performance Campaigns, and Credit Campaigns are collectively referred to as “Campaigns” or “Advertising Campaigns.”

The Order is subject to acceptance by RDCOM (“Acceptance”), which will be communicated to the Client by sending an email to the address indicated in the Order or will be manifested through the sending of the first Advertising Message. Once accepted, the Order cannot be revoked by the Client.

Unless otherwise agreed in writing between the Client and RDCOM, any integrations, modifications, or updates to the text and other elements of the Advertising Message must be made autonomously by the Client within the Platform’s reserved area and within the deadline indicated by the Platform. This deadline may vary in real-time depending on the actual availability of the delivery channels used for Service provision at the time of campaign submission and depending on the delivery method chosen by the Client

among those related to Advertising Campaigns, as described in, the section "Advertising Campaign – Message Sending Modes" on RDCOM's websites ("Sending Modes").
2.3 RDCOM reserves the right to modify, at any time, in whole or in part, these Contract Conditions, informing the Client of the changes concerning the functionalities/limitations of the services and/or, where applicable and notwithstanding specific provisions for Performance Campaigns, their pricing with appropriate notice through publication on the website. The Client must frequently review and periodically reread the Service Conditions to remain informed of the applicable conditions. In such cases, the Client may terminate the Service within 30 days from the publication of the changes on the website without any charge or additional cost, provided that the Client is required to pay for the portion of the Service used before termination. It is understood that failure to communicate withdrawal after the modification of the General Contract Conditions, the Economic Offer, and the Service features within the aforementioned period implies tacit acceptance of the changes made.

## 2. Description, modalities, and terms of service delivery

3.1 The Service offered consists of sending, on behalf of the Client, one or more Advertising Messages with the characteristics defined by the Client in the Order, including, by way of example, the target audience for the Messages, the language of the Messages, the product/service category being promoted, and—where applicable—the date of message dispatch ("Campaign Characteristics"). RDCOM undertakes to send the Messages to contacts defined in accordance with the Campaign Characteristics as specified by the Client in the Order.
For "Sending Campaigns", the Client will also determine in the Order the number of Messages they intend to purchase.
For "Performance Campaigns", the Client will specify in the Order the goal they aim to achieve in terms of lead acquisition ("Goal"), the budget required to reach the Goal—calculated based on the value assigned to each Lead—and the deadline within which the Goal must be met ("Deadline"), subject to the provisions of Article 3.3. By accepting the Order, RDCOM undertakes to send one or more Messages within the Deadline until the Goal is reached. If the Goal is not achieved within the Deadline, the Client may request a refund for the portion of the budget corresponding to the missing Leads necessary to reach the Goal.
For "Credit Campaigns" or activation of "Annual Subscription packages", the Client will indicate in the Order the amount of credit they intend to pre-purchase ("Credit"). Upon acceptance of the Order, RDCOM will credit the purchased Credit to the Client's reserved area on the Platform ("Account") and provide the Client with login credentials. The purchased Credit will remain valid for the entire duration of this contract and any subsequent renewals.
3.2 The Client undertakes to provide RDCOM with the Campaign Characteristics, campaign texts, content, and all necessary materials for execution, including graphic and photographic elements, within the timeframe indicated by the Platform. This timeframe may vary in real-time depending on the actual availability of the Message delivery channels at the time of sending and according to the Sending Mode chosen by the Client. The Client acknowledges and agrees that failure to provide the necessary materials within the specified timeframe entitles RDCOM to decline to provide the Service delivery while maintaining the Client's obligation to pay the full agreed price to RDCOM.
3.3 The Client acknowledges and agrees that the dispatch of political content Messages requires an explicit request to RDCOM, to be submitted in a timely manner before the planned dispatch.
3.4 The Client acknowledges and accepts that the provision of the Service within the requested timeframes is subject to the actual availability of slots on the Message delivery channels and the actual availability of data that aligns with the Campaign Characteristics specified by the Client.
Furthermore, the Client acknowledges and agrees that RDCOM has a limited number of daily dispatches available and understands that RDCOM cannot guarantee a minimum daily availability for Message delivery. In any case, and particularly for specific sending modes where the Client has determined a daily Message quantity in the Order, the Client accepts that RDCOM cannot be held liable for reaching the maximum possible daily dispatch limit and, consequently, for failing to send the minimum daily Message quantity specified by the Client in the Order.
It is understood, and the Client is aware, that minimal differences in segmentation may occur due to socio-demographic changes after data collection or inaccuracies during data collection itself, with RDCOM being exempt from liability in this regard.
The Client acknowledges and accepts that the start date of the advertising Campaign sending period is indicative and non-binding for RDCOM, and it may be subject to changes due to service requirements. In such cases, RDCOM and the Client will agree on a new sending period.
RDCOM reserves the right to suspend the Service, in whole or in part, without prior notice due to technical, behavioural, or financial breaches by the Client.

a. The Client is not granted any exclusive rights to a specific product category in the execution of the Contract.

## 3. Fees and payment terms. Service suspension

4.1 RDCOM's services are provided to the Client according to the prevailing prices and payment methods indicated in Annex A (Economic Offer and/or Service Advertising Purchase Order), which forms an integral part of this contract, unless otherwise agreed in the order form and/or in specific economic offers signed by the parties during the contract term, which shall also be considered an integral part of this agreement.
4.2 The prevailing prices indicated in the Economic Offer (Annex A, an integral part of this contract), unless otherwise specified in the same Economic Offer, the order form, and/or specific economic offers signed by the parties during the contract term, are applicable to the dispatch/reception of Messages within the national territory.
4.3 The Client acknowledges and accepts that the shipping/reception rates for Messages outside the national territory are established and defined based on dedicated rate lists and, therefore, may differ from the rates applied for Services provided in Italy.
4.4 For services provided via mobile telephone networks, any price increases imposed on RDCOM by operators will automatically be transferred to the Client. In the case of Credit Campaigns or the activation of annual subscription services, the number of available Messages will be automatically reduced to compensate for the higher costs incurred. Nonetheless, in the event of price increases, the Client retains the right to terminate this contract by registered letter or certified email (PEC).
4.5 In the case of Performance Campaigns, the Client acknowledges that, since the number of Messages to be sent is not predetermined and is solely dependent on achieving the Goal, RDCOM's campaign management costs may vary significantly, either increasing or decreasing. RDCOM reserves the right to suspend the Campaign at any time, at its sole discretion, if the originally agreed price applied to the Client proves to be economically unsustainable due to cost increases imposed on RDCOM by operators.
In the event of Service suspension, RDCOM will propose a new price to the Client, who will be free to decide whether to continue the Campaign under the new conditions. It is understood that if the Client chooses not to proceed with the Campaign execution, they will still be required to pay RDCOM the value of the Leads acquired up to that moment.

## 4. Duration

5.1 This agreement shall take effect from the date of signing of this Contract, or, if different or in the case of online acceptance of these terms, from the activation date indicated on the Order confirmation, the Service Activation confirmation, or the online confirmation, and shall be considered valid and effective for the following 12 months. Upon expiration, this agreement shall be automatically renewed on a yearly basis unless terminated by either Party with at least 60 days' prior notice sent via registered letter with return receipt or certified email (PEC). An exception applies in cases where the annex A (Economic Offer and/or Order) provides for a guaranteed annual consumption by the Client, or in cases where Services with an annual fee are activated, in which case the contract shall automatically terminate on its natural expiration date. The Client acknowledges and agrees that additional purchases of Messages beyond the quantity covered by this agreement, as detailed in Annex A (Economic Offer and/or Order), shall always be possible during the term of the contract and shall be subject to the same contractual conditions. The Client further acknowledges and agrees that any ordered Messages not used by the expiration date shall still be invoiced by RDCOM.
5.2 Any tax liability arising from the execution of the contract, including any taxes on advertising activities, shall be covered by the Client.

## 5. Termination

Without prejudice to clause 4.5 above, RDCOM may terminate the Contract if technical difficulties arise in the execution of any of the broadcasting services requested by the Client. In such cases, the Client shall be entitled exclusively to a refund of any amounts already paid for the service that was not performed. If RDCOM terminates the contract or if the contract is terminated for any reason other than a breach by the Client, RDCOM shall still proceed with the distribution of Messages purchased by the Client before the termination date, even if they are to be sent at a later date.

## 6. Client responsibility

The Client is responsible for the content, materials, and information of any kind transmitted or made accessible through the broadcasting of the Advertisement Message, as well as for the accuracy and truthfulness of such content. The Client is solely responsible, including from a financial standpoint, for any

damages caused directly and/or indirectly to third parties. Therefore, the Client undertakes to indemnify and hold RDCOM harmless, even after the termination of this Contract, from any damage, expense, or obligation arising from any claim, demand, or action brought against RDCOM by third parties (including recipients of the Advertisement Messages and relevant authorities) concerning the content of the Advertisement Messages or otherwise connected to the provision of the Service for the benefit of the Client Company.
To this end, the Client declares and guarantees:
i) that the Advertisement Message complies with the applicable laws regarding its content, the rules of the Advertising Self-Regulation Code ("Code"), public order, and decency, and that it does not constitute an unfair commercial practice under applicable law;
ii) that they have the legitimate and full right to use all textual and non-textual elements of the Advertisement Messages, also in reference to clause 3.3 above, and hold all relevant economic exploitation rights necessary for the purposes of this Contract;
iii) that they have obtained all necessary consents and authorizations for the use of the Advertisement Message and any other required licenses, registrations, or authorizations under applicable Italian law for conducting their business.
Notwithstanding the above, RDCOM reserves the right to reject at any time any Advertisement Messages whose content may be deemed harmful to RDCOM's image or interests, to third parties, or unsuitable for the intended audience, or that violates laws, decency, or the Code. RDCOM will notify the Client of such rejection using any appropriate means (including email or phone). Such notification will include the deadline by which the Client must submit replacement material in compliance with applicable regulations to meet the agreed campaign release date. If replacing the material within the original timeframe is not possible, the Parties will agree on a different distribution period. If the replacement Advertisement Message does not meet the established criteria, or if the replacement material is not submitted within RDCOM's specified timeframe, or if no agreement is reached on the new distribution period, the Advertisement Message will not be sent. In such cases, RDCOM will retain the amounts paid by the Client as a penalty, without prejudice to the right to claim compensation for any greater damages suffered.

## 7. RDCOM's responsibility and limitations

RDCOM undertakes to distribute the Advertisement Messages but assumes no responsibility for the advertising choices made autonomously by the Client, who bears the full risk of the advertising campaign's effectiveness.
The Client acknowledges and accepts that the planned target audience may not fully match the Campaign's intended objective, and this shall not constitute a breach of contract by RDCOM. This is because user characteristics within the reference database may change over time beyond RDCOM's control (including cases where a recipient's device is turned off or unreachable for any reason).
In the event of omissions and/or errors attributable to RDCOM, the Client may choose either to have the Advertisement Message distributed at another agreed-upon time (or to extend the original campaign period proportionally to the duration of the erroneous distribution) or to receive a refund for the affected portion of the campaign, calculated in proportion to the total duration of the campaign. This refund will be issued via credit note, and no further compensation or indemnity shall be due.
The Client agrees and acknowledges that RDCOM shall not be held liable for service failures resulting from the Client's failure to comply with the deadline stated in clause 2.2, or from the actual unavailability of advertising slots on messaging channels and/or the Campaign characteristics as outlined in clause 3.3.
Furthermore, the Client agrees and acknowledges that RDCOM shall not be held responsible for the partial or total failure to distribute Advertisement Messages due to force majeure events, technical malfunctions of servers or other electronic devices, congestion and/or overload of messaging distribution systems, maintenance interventions, or temporary unavailability of recipients' devices, telecommunications operators, internet service providers, or email services. Therefore, RDCOM shall not, under any circumstances, be held liable to the Client or third parties for lost profits, lost revenue, or any other indirect or consequential damages related to the execution of these Service Terms.
The Client undertakes to indemnify RDCOM against any losses, damages, liabilities, costs, or expenses (including legal fees) incurred or suffered by RDCOM as a result of any failure to fulfil obligations or guarantees provided by the Client under this contract, or due to the nature of the service provided by RDCOM, including cases of improper or unlawful use of the Services by the Client, even in instances where third parties claim damages for any reason.
With specific reference to personal data protection and information security, whether RDCOM acts as the data controller and has directly provided the privacy notice and collected personal data, or as a data processor for data collected by third-party publishers, RDCOM declares and guarantees that recipients of the marketing campaigns and services have received a comprehensive and detailed privacy notice and

have given explicit and free consent to data processing for marketing purposes, including third-party marketing, in compliance with current regulations.
RDCOM ensures full compliance with applicable data protection laws regarding the processing of personal data. In this regard, RDCOM undertakes to indemnify and hold the Client harmless from any claims, legal actions, damages, or penalties imposed by third parties or regulatory authorities related to the processing of recipients' personal data in marketing campaigns and services.

## 8. Termination

Without prejudice to the right to compensation for any damages suffered, RDCOM may declare the contract terminated pursuant to and for the purposes of Article 1456 of the Italian Civil Code by written communication sent via Certified Electronic Mail in the event of the Client's failure to comply with the obligations set forth in Articles 2, 3, 4, 7, and 10.

## 9. Intellectual property

The Client expressly acknowledges that the following constitute RDCOM's intellectual and industrial property rights and remain the exclusive property of RDCOM, including but not limited to: Internet domain names, trademarks, designs, logos, slogans, know-how, source code, software, hardware, projects, applications, patents, trade secrets, formulas, algorithms, models, databases, and similar elements related to the Service, as well as RDCOM's websites, their pages, technologies, Platforms, ideas, graphical appearance, texts, audio/video files, and in general any other creative elements related to the website and the Service. These assets and rights may not be reproduced, used, or represented by the Client. Consequently, the Client shall have no rights whatsoever over such assets and rights, even after the termination or dissolution of the contract, nor may the Client copy, modify, sell, assign, sublicense, transfer, or create derivative works based on them.

## 10. Data processing

### 11.1 Client Data

RDCOM guarantees that it operates in compliance with applicable data protection laws, as governed by the Privacy regulations (Legislative Decree 196/2003, EU Regulation 2016/679, as amended). In this regard, RDCOM ensures that the personal data provided by the Client and necessary for the execution of this contract will be processed by RDCOM as the Data Controller for the purpose of executing and managing the contract and providing updates and news about the Services.
Employees or collaborators of RDCOM within the Administration, Marketing, and Technology functions may access such data if designated as authorized personnel or appointed as data processors. RDCOM expressly undertakes not to disclose the aforementioned data or use them for purposes unrelated to this contract.
The Client may exercise its rights under Articles 15-22 of EU Regulation 2016/679 by writing to:
R&D Communication S.r.l., Via dei Castagni, 9, 37141 Verona-Montorio, or via email at privacy@dcom.com.
Detailed information, including the Client's rights, is available on RDCOM's websites. The Privacy Policy is an integral and substantial part of these General Conditions and is accessible in the Privacy section of the website.

### 11.2 Data of Message Recipients

The Client acknowledges that the recipients of the Advertising Messages, originating from registrations to various online services, have expressly and lawfully consented to receive advertising information, including from third parties for their own advertising campaigns, in compliance with data protection laws (Legislative Decree 196/2003 and EU Regulation 2016/679, as amended).
The data controllers and processors of the recipient lists of Promotional Messages are RDCOM and/or other web publishers on whose websites the registrations and consents for data processing occurred, assuming all obligations, duties, and responsibilities under the law.
Specifically, RDCOM processes the personal data of advertising campaign recipients and provides services as a data controller if it has directly managed the privacy notice and data collection, or as a data processor if the recipients' personal data were collected by third-party publishers and RDCOM has been appointed as the data processor.
In any case, RDCOM declares and guarantees that the recipients of the campaigns and marketing services have received a complete and detailed privacy notice and have freely and explicitly consented to data processing for marketing purposes, including on behalf of third parties, through specific consent as required by applicable laws.

Accordingly, RDCOM ensures and guarantees full compliance with applicable data protection regulations, with particular attention to the free, specific, informed, and unequivocal expression of consent by the data subjects and the assurance of their rights.
RDCOM also undertakes to indemnify and hold the Client harmless from any claims, legal actions, compensation requests, or sanctions brought by any third party or competent authority regarding the processing of personal data of recipients of the marketing campaigns and services.

Each Message will include the identifier of the Data Controller and/or Data Processor. This identifier will be embedded as a hyperlink, leading to a web page where the recipient can obtain detailed information about the subscribed privacy notice and the Data Controller's contact details.

### 11.3 Interaction

If the sent Message requires interaction from the final recipient and the recipient positively responds (e.g., by replying affirmatively to the Message received or clicking on embedded hyperlinks), the Client acknowledges that any personal data collected from the recipient at the first contact or subsequently will be processed by the Client as an independent data controller.
In such a case, the Client must comply with applicable data protection laws, including the obligation to provide an appropriate privacy notice to the data subjects. For this purpose, the Client may use the template provided by RDCOM, available in the "Advertising Campaign – Advertising Message Sending Modes" section of RDCOM's websites, adapting it to its own needs and processing purposes. However, RDCOM disclaims any liability regarding the Client's use of the provided template.

## 11. Jurisdiction

These Terms of Service shall be interpreted and governed by the laws of the Italian Republic.
For any disputes concerning the interpretation, validity, and execution of this contract, the exclusive jurisdiction shall be the Court of Verona.

In confirming this agreement, the Client expressly declares to have paid particular attention to the provisions regarding the binding nature of the supply contract proposal, the agreed prices, payment terms, as well as the following articles: 2) OBJECT OF THE CONTRACT, ACCEPTANCE AND AMENDMENT OF THE GENERAL TERMS OF SERVICE, 3) DESCRIPTION, METHODS, AND TERMS OF SERVICE DELIVERY; 4) FEES, PAYMENT METHODS, SUSPENSION OF THE SERVICE, 5) DURATION, 6) TERMINATION, 7) CLIENT'S RESPONSIBILITIES, 8) LIMITATION OF LIABILITY, 9) RESOLUTION, 10) INTELLECTUAL PROPERTY, 12) JURISDICTION.

# ANNEX A
# DOCUMENT OF OFFER

The Services can be accessed via web platforms from an internet-enabled station and also while on the go using various devices, through the RDCOM websites, with authentication codes issued during registration. The user has autonomy within their account, where they can manage their personal data, schedule (including deferred) sendings, and subsequent analysis.
The services can also be made available through API protocols, HTTP/HTTPS, SMPP, FTP, XML, and WEBSERVICE for the integration of existing systems/applications/software/portals.

### Support

Monday to Friday (excluding holidays) from 8:00 AM to 6:00 PM at the number +39 045.884.11.99 and at the email address support@rdcom.com.
Upon request, a 24/7 support service is available.

### Sale Prices

The sale prices applied to this contract are available online, depending on the product purchased, or specified in detail in the Order of Purchase specifically signed.
For some Services, the cost of a single SMS varies according to the sending gateway used and the amount of top-up purchased; as indicated in the online price lists and depending on the sending method used, the corresponding cost will be deducted from the available credit.
The prices indicated are for sending SMS to Italian numbers. For some Gateways, sending to foreign countries is possible, with different surcharges depending on the origin and destination countries of the Messages.
For purchases of BULK SMS recharges exceeding the quantities available online and for scheduling ADV campaigns, a personalized quote may be requested.

# ATTACHEMENT B - CLIENT INFORMATION
# Contact and Bank Details of the Customer

User data entered during registration and available within the individual account.

# ANNEX C
# PRIVACY POLICY and APPOINTMENT AS DATA PROCESSOR.

**R&D Communication S.r.l intends to inform and clarify the dual nature of the data being processed to the Customer as part of the supply and of the use of the Services**.

1.The customer's tax and corporate data will be processed exclusively for the company's statutory purposes, and those administrative and tax purposed that are instrumental to them. The nature of the provision of data is mandatory according to the provisions of the current legislation and functional to the contractual relationship, to allow the fulfilment of legal obligations deriving from the implementation of the requested services. In case of refusal to provide the identified personal and tax data, R&D Communication will be unable to provide the services. The assumed data will be communicated to the administrative offices of R&D Communication to fulfil the obligations of keeping accounts, and possibly to third parties for activation, management and / or maintenance of services provided by R&D Communication. R&D Communication expressly undertakes not to disclose the aforementioned data, to not use them for purposes unrelated to this contract and to keep them for the time strictly necessary for a for which they were released.
**R&D Communication is the Data Controller as defined by Reg. (EU) 2016 /679** and declares to scrupulously comply with the current legislation under the laws on the protection of personal data.

2.The data made visible by the use of the Services, or entered in the R&D Communication Systems to take advantage of the Services, are collected or managed by the customer; therefore, **as defined by Reg. (EU) 2016/679, the Customer is the Owner or Controller of the processing of the collected data**.
The data will be processed by R&D Communication S.r.l exclusively for the purposes strictly related to the use of the Services and the operations to these correlated, including maintenance or data transfer at the explicit request of the Customer and in accordance with the Letter of Appointment.
The collection of the consent to process data, which must be issued by the individuals who provide them, is the responsibility of the Controller of the data processing; R&D Communication S.r.l underlines the importance of collecting the consent at the moment of the collection of data by the Data Controller and declines any responsibility for the failure to collect this consent; R&D Communication S.r.l will not be responsible for the failure to collect consent to the processing of data by the Customer, being it Owner or Controller of the data processing.

## Designation of the Processor/Sub-Processor for the data processing pursuant to Article 28 of EU Regulation 2016/679.

DEFINITIONS.

1.1. This annex is an integral part of the Contract concluded between the Parties.
1.2. For the purposes of this annex:

- "Laws on protection of personal data" means EU Regulation no. 2016/679, the applicable legislation implemented thus integrating of the same one, as well as the other personal data processing rules, along with guidelines and conduct codes, where relevant, issued in accordance with the aforementioned Regulations;
- "Personal data", "Processing", "Holder of the data processing" or "Holder", "Data Processor" or "Sub-Processor for data processing" or “Interested", "Consent of the interested party”, “Breach of personal data" and "Supervisory authority", refer to the definitions contained in the EU Regulation no. 2016/679, to be understood as fully recalled here.

The customer, as Owner or Data Processor (hereinafter also Controller) has decided to take advantage of the Services provided by R&D Communication S.r.l, entrusting certain activities to it, retaining ownership without this leading to new decisions on the purposes and methods of using the data.

Therefore, the Customer designates R&D Communication a Data Processor or Sub-Data Processor (hereinafter also Sub-Processor or Sub-Supplier) pursuant to Article 28 of EU Regulation 2016/679 (hereinafter also GDPR) in charge of carrying out the following activities:
*Data processing related to delivery of digital marketing services, including those requested by the Customer, such as updating, maintenance or transfer of data; Processing relating to the supply / management / sending / receiving of SMS traffic.*

*Data subject to processing: All data entered by the Customer in the R&D Communication Systems for the use of the Services are subject to processing. Any data processed for the purpose of transmitting any communication on the electronic communication network (links and registrations, routing information, tracking and connection registration information, telephone numbers, dates and times of such connections); traffic data (the sender ID, or the short code or the long code assigned to the sender of the message for the purpose of sending messages through the Services; the sending MSISDN; the IMSI user). Processed personal data may concern the following types of data, depending on the Services provided: Telephone number, email address, metadata and communication content (such as message text, message bodies, voice and video supports, images, sounds).*

The Processor/ Sub-Processor presents adequate and documented experience, ability, and reliability in relation to the tasks entrusted to it by the Owner/Controller as well as suitable technical and resources organisations suitable to run it. The Processor/ Sub-Processor, accepting this designation, confirms and guarantees compliance with the current provisions regarding the processing of personal data, also with reference to the security profile (through the adoption of adequate technical and organisational measures pursuant to art. 32 of EU Regulation 2016/679) and with respect for the rights of the interested party.

### Tasks and responsibilities of the Processor/Sub-Processor

The Processor/Sub-Processor offers to the Holder of the personal data the following services: the sending of advertising messaging, digital marketing services, via SMS / email / DEM and similar tools, also online, to databases of which the Customer is the Holder or Controller of the processing of data.
Such Services are provided in accordance with the general upstream contract conditions, of which this Annex C it is an integrated part. During the validity of the agreement, Processor/ Sub-Processor must scrupulously follow the established instructions from this appointment. The terms of the obligations of this appointment are to be understood as tacitly extended in case of contractual extension of the contract.
The Customer, where responsible for the Processing, declares that the instructions given to the Sub-Processor are aligned and consistent with those received by the Data Controller.

### Instructions given to the Processor/Sub-Processor for the processing of personal data:

In conducting the indicated tasks, the Processor/Sub-Processor must follow the instructions given by the Controller on behalf of the Holder. In particular, he/she must:

- Process personal data, in accordance with the aforementioned instructions, and of which the Controller ensures a licit data processing (in accordance with articles 5 and 6 of EU Regulation no. 679/2016), being correct and transparent with the interested party.
- Process such data only for specific, explicit and legitimate purposes, thus or the use of the Services, indicated by the Controller in a manner compatible with those purposes, for the sole aim of the execution of this contract and, in each case, in accordance with the laws regarding the protection of personal data.
- Process personal data for the purposes mentioned above and of which the Controller has the duty of verifying the accuracy and, if necessary, update them, also through the use, in total autonomy, of special IT platform dedicated to the personal data management; the Processor/Sub-Processor, where required, assists the Controller in the aforementioned data updating activity.
- Store and process personal data only on the basis of instructions received from the Controller directly on behalf of the holder and, in any case, only for what is necessary for the use of the Services by the Customer, and not for other purposes.
- Process the data in secure and confidential manner ensuring, as far as it is within its competence, adequate security of the same in order to reduce the risk of unauthorised or illegal data processing or deriving from loss, from destruction, from the modification or accidental damage.
- Communicate the personal data of the interested party only with the authorisation of the Data Controller directly or received from the Controller.
- In any case, each communication must take place exclusively for purposes related to the execution of the contract signed with the Controller.

In particular, the Processor/Sub-Processor person must:

- Cooperate to ensure the interested, to the extent of its competence, an effective and effective exercise of the rights mentioned above.
- Designate the Personal Data Processors who will carry out the processing operations of personal data, giving them the necessary instructions and verifying that these are respected.

• Conduct periodical training to the Employees regarding the processing of personal data relative to the matters connected to the protection of personal data.
•Appoint system administrators, verify their activity and keep the list containing their identified details, with an indication of the functions attributed to them, in accordance with current legislation and with the provision of the 27th November 2008 of the Privacy Guarantor "Measures and precautions prescribed to the data controllers performed with electric tools relating to the attributions of system administrator functions – 27th November 2008 "and subsequent additions and modifications;
• Record the processing of personal data conducted within its competence within the Register of the activities of data processing pursuant to art. 30 of EU Regulation no. 679/2016 with indication that the present data processing is carried out on behalf of the Holder of the Data Processing or the Data Processor;
• Implement and verify the adoption of the technical and organisational measures provisions required by the law or regulation and however, those aimed at ensuring the confidentiality, integrity, availability and resilience of data, services and of the systems used during the data processing operations, ensuring a high standard of safety and data protection;
• Adopt a procedure to test, verify and evaluate the effectiveness of the adopted technical and organisational measures, referred to in the previous point, in order to guarantee the security of the data processing.
• Prearrange an internal procedure for the identification of personal data breaches (as defined in the Article 4 of EU Regulation no. 679/2016) and communicate without unjustified delay the identification of the mentioned breach.
• promptly communicate to the Controller for any circumstance relevant for the purposes of Legislative Decree 196/2003 or of the EU regulation n. 679/2016, as well as the outcome of the aforementioned procedure.

**Faculty and duties of the Processor/Sub-Processor for the data processing:**

The Processor/Sub-Processor for the processing of data guarantees to the Controller that the personal data processors designated by him/her are bound to the strictest confidentiality on the basis of negotiating documents (e.g. internal codes of conduct, agreements of confidentiality - NDA -, etc.) or regulatory provisions under the Union law or national law to which the Processor/Sub-Processor and the personal data processors are subject to.
The designated Processor/Sub-Processor for the processing may make use of another individual for the performance of part of the processing activities delegated to him (the so-called Sub-Processor"). The conferred assignment must be governed by an act of designation as the person in charge of the data processing or in accordance with the provisions of Article 28, paragraphs 2 and 4, of the EU Regulation 679/2016.
The Processor/Sub-Processor for the data processing, except for the right to take recourse against them, is liable for the damages caused during the processing operations from the work of the Sub-Processor, of individuals authorised by the Sub-Processor.
In the event that the Processor/Sub-Processor person transfers the personal data processed to a third country or an international organisation to comply with a legal obligation to which it is subject, the same must inform the Data Controller about the circumstance before the start of the processing activities or the transfer itself, unless this is prohibited by relevant reasons the public interest or legal or regulation obligations.
It is a duty of the Processor/Sub-Processor to assist the Controller for the processing, with adequate organisational and technical measures, in the fulfilment of its obligations to meet the requirements of the interested parties, both by providing all the information and data in its possession and by making physical efforts to allow the Controller, directly or on behalf of the owner, to follow up on the received requests.
Similarly, taking into account the nature of the processing and the information available to the Processor/Sub-Processor, it is his duty to assist the Controller of the processing in the fulfilment of all the obligations in terms of security measures, pursuant to art. 32 and following of EU Regulation 679/2016.
On expiry of the contract indicated above, if not renewed, the Processor/Sub-Processor will delete all the personal data processed on their behalf, i.e. return them and cancel the existing copies, except when the Processor/Sub-Processor is subject to specific retention obligations pursuant to law or regulation to whom is subject.

The Processor/Sub-Processor declares to scrupulously comply with the obligations set out in this deed of designation and those to which it is subject by the legislation in force.

It is a duty of the Controller of the processing, in any case, to keep informed and update the Processor/Sub-Processor of processing of any circumstances relevant to the processing activities delegated to him.

The Data Controller might carry out checks, through inspections or audit activities, on the membership performance of the activities and tasks entrusted by them, subject to adequate notice and, in any case, with a frequency non above one check/inspection each 2 years and bearing the related costs; for this purpose, Processor/Sub-Processor of the Processing collaborates in the control activity carried out by the Controller of the Processing or by another individual or from the latter in charge.

The present deed of designation term has a duration equal to the duration of the contract and is considered concluded when the contract expires or upon expiry of the extension of the contract itself. This act of designation is revoked at dissolution, for any cause, of the same legal constraint (contract or order).

Data Controller:
*The Customer*

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For Confirmation and Acceptance:
Data Processor/ Sub-Processor
*R&D Communication S.r.l.*

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