rdcom
business messaging

GENERAL TERMS AND CONDITIONS - GATEWAY

DEFINITION OF THE PARTIES AND CONCLUSION OF THE CONTRACT

This service supply contract is entered into between R&D Communication S.r.l., with registered office in Verona Montorio - Via Dei Castagni, 9, operating office in Verona Montorio - Via Dei Castagni, 9, VAT no. 03269830232, registered with the Companies Register at the C.C.I.A.A. of Verona, hereinafter simply referred to as **"R&D Communication"**, and the customer (**"Customer"**) as subscriber to the contract or application form, hereinafter simply referred to as the Customer.

The clauses of this Contract shall be deemed accepted, with the consequence that the Contract shall be deemed concluded, upon acceptance by the Customer at the time of registration for the service and upon the purchase or use, whether for consideration or free of charge and/or on a temporary basis, of the services made available by R&D Communication to the Customer, as described below.

The Customer may accept these general terms and conditions by signing the contract in paper form, or directly online by using the dedicated web services. Any contract concluded and signed in paper or digital form shall prevail over the online terms and conditions.

1. SUBJECT MATTER OF THE CONTRACT

By signing this contract, the Customer requests R&D Communication to supply digital or instant messaging services, platforms and digital applications for the creation and distribution of digital content (**"Services"**) (by way of example and without limitation: supply of messages such as SMS or email; supply of online platforms or software enabling the management of sending, any replies or interactions by recipients, manually or automatically; supply of online platforms, software, applications or services supporting commercial communications via the web, social networks or other forms of digital communication; supply of related training, support and technical assistance services, etc.), as specifically indicated in Annex A **"Economic Offer"**, which forms an integral part of this contract.

The Services are supplied by R&D Communication to the Customer for consideration, whether through individual purchases of products or packages, by subscription or on a pay-as-used basis, according to the prices applicable from time to time set out in Annex A **"Economic Offer"**, which forms an integral part of this contract, unless otherwise agreed in the Order Form and/or in individual economic offers signed by the Parties during the term of the contract, which shall form an integral part of this agreement.

The Customer acknowledges and accepts that the costs indicated for the purchase of Messages differ according to the type and sending gateway, depending on whether the connection used is direct or in roaming with the various national and international telephone operators (guaranteed delivery or best effort), which are characterised by different transmission speeds, the possibility or otherwise of customising the sender and of certifying delivery. The Customer also acknowledges and accepts that the costs indicated shall always apply to traffic routed to national numbers, that rates for Message traffic to foreign numbers are established and defined on the basis of dedicated price lists and may therefore differ from the rates applied to domestic services, with explicit and specific indication for each foreign country.

2. DESCRIPTION OF THE SERVICE

a. The Services consist in the supply of quantities of messages to be sent (by way of example: SMS, E-MAIL, instant and social messaging, etc.; generically, **"Messages"**); use of integrated gateways and online platforms enabling their management (by way of example, storage, sending, receipt, management of data and any interactions, etc.); use of online platforms enabling the creation, distribution and commercialisation of digital content (by way of example: instant messaging applications, integration with social-network services, editors, landing pages, e-commerce, etc.). The Services may be accessed remotely via the web, using different devices, by means of authentication codes issued during registration. The Services may also be made accessible through API protocols for integration with existing systems/ applications/software/portals.

b. A Customer that is not a consumer may send the purchased Messages by setting an 11-character alphanumeric code (**"Alias"**) as sender. In compliance with AgCom Resolution no. 42/13/CIR of 28/02/2013, as subsequently amended and supplemented, and with the R&D Communication code of conduct, the Customer shall use only Aliases that it actually holds as legitimate owner or has a legitimate right to use under current trademark rules. Under no circumstances may it use Aliases referring to bodies or institutions, as these are expressly reserved to them. Before sending Messages, the Customer shall communicate to R&D Communication each individual Alias it intends to use, so that R&D Communication may register the Alias in the database managed by AGCom (**"Database"**), acknowledging that, in the event of failure to communicate it, it will not be possible to send the Message using the Alias. If the Alias is not registered in the Database, the Message may nevertheless be sent, but the Alias shall be replaced by a numeric sender assigned by R&D Communication.

The creation of Messages to be sent, the materials and any software necessary for their production shall be entirely the Customer's responsibility, and the Customer shall have no claim against R&D Communication in this regard. Consultancy concerning the composition of Messages and/or the use of software employed is excluded from the service, as is any supply not expressly mentioned in this contract, which shall be subject to separate commercial negotiation and corresponding economic quotation.

R&D Communication S.r.l.
Via dei Castagni, 9 - 37141 Verona – Montorio
Tel +39 0458841199 - Fax +39 0458841224

www.rdcom.com - support@rdcom.com
CF e P.Iva 03269830232
Codice Destinatario (SDI): USAL8PV

. Ministero Sviluppo Economico – Aut. Min. 24/04/2013 (D.Lgs. 259/2003) A.G.Com. Autorità Garante Comunicazioni
. Iscrizione R.O.C. Registro Operatori di Comunicazione N. 23918

3. CUSTOMER OBLIGATIONS, PROHIBITIONS AND LIABILITY

a. The Customer is responsible for the content of the information included in the Messages and for the use of the Services supplied by R&D Communication.

The Customer declares that it is aware of the provisions of the laws in force, both in the countries of origin and destination of the Messages sent, concerning the publication and dissemination of information of any kind (by way of example and without limitation: prohibition on publishing and/or disseminating obscene material or material promoting paedophilia; offensive material, material for purposes contrary to morality or public order, or inciting violence or hatred; material infringing third-party rights and protected by copyright; materials, data or information unlawfully held, without consent or contrary to current legislation; information concerning the sale and promotion of unlawful services or goods; material enabling the dissemination of viruses, trojans or other harmful and/or unlawful software, etc.).

The Customer declares that it is aware of the provisions of current legislation on privacy and data processing, both in the countries of origin and destination of the Messages sent (by way of example and without limitation: obtaining consent to receive information, methods of processing and retaining collected data, rights of the data subject providing the data, etc.).

It is expressly and absolutely **PROHIBITED** for the Customer to use the Services for unlawful purposes of any kind, including, by way of example and without limitation: requesting calls to premium-rate or special-rate telephone numbers; sending, disseminating or publishing offensive, misleading, harmful or otherwise unlawful communications or information, not requested, to addresses or telephone numbers of users who have no relationship with the sender or who have not given appropriate consent; sending, disseminating or publishing offensive, misleading, harmful or otherwise unlawful, unwanted or unsolicited communications or information of any kind, whether harmful (viruses, phishing, trojan horses, etc.) or otherwise (unsolicited advertising, bulk messages to newsgroups, public category lists obtained by any means, addresses generated using automatic algorithms, etc.).

The Customer acknowledges and accepts that the collection and processing of special categories of personal data pursuant to applicable privacy legislation (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership; genetic data; biometric data for the purpose of uniquely identifying a natural person; data concerning health or a person's sex life or sexual orientation) must take place within the limits and according to the methods and purposes permitted by such legislation, which must be stated in the Customer's own Privacy Notice to be provided when data are collected from the data subject. The Customer releases R&D Communication from any liability for failure to obtain, or partial collection of, the relevant consent.

In any case in which the Customer is responsible for sending, publishing or disseminating unsolicited communications (spam or spamming), or communications that are otherwise unlawful or not permitted through the Services supplied, causing consequent disruption to R&D Communication (by way of example and without limitation: blacklisting of an IP or domain, Relay Block List, international blacklists, blacklisting or relay block listing with ISPs, blacklisting by email-box providers, domains or SMS, etc.), the Customer shall be required to pay a contractual penalty of EUR 1,000.00 (one thousand/00 euros) for each list in which IPs or domains are entered, without prejudice to compensation for any damage to R&D Communication's reputation and/or infrastructure.

The Customer uses the Services made available by R&D Communication under its full responsibility for its own actions. Accordingly, the Customer shall be solely and exclusively liable for violations committed through use of the Services supplied and shall indemnify R&D Communication against any resulting liability.

R&D Communication shall in no way be liable for damage of any kind caused directly or indirectly to third parties by the content of information included in Messages sent, published or otherwise disseminated by the Customer through use of the Services, nor shall it be liable for damage of any kind arising from improper use of the Services for unlawful purposes or purposes that are in any way illegitimate or not permitted.

In accordance with point 6(e) below, the Customer agrees to hold R&D Communication harmless from any liability in the event of complaints, legal actions, governmental or administrative actions, losses or damages (including legal expenses and fees) arising from the Customer's unlawful use of the Services or from the Customer's failure to comply with the rules in force in the countries of origin and destination of the Messages sent and of the content routed, published or disseminated. Civil and criminal liability for information routed, published or disseminated through the Services offered by R&D Communication shall remain entirely with the Customer.

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 strictly confidential and not transfer them to third parties; it is responsible for their safekeeping and assumes full responsibility for the consequences of any improper use; it undertakes to notify R&D Communication immediately of any theft, loss, misplacement or appropriation of the credentials by third parties on any basis. In order to increase data security in accordance with Italian Legislative Decree 196/2003 - Regulation (EU) 2016/679, the Customer undertakes to update at least one of the access Codes periodically.

The Customer is in any event required to promptly notify R&D Communication of any unauthorised use of access to the Services supplied, or of any other security breach. R&D Communication shall not be liable for any damage or disruption arising from unauthorised use of access through Codes in the Customer's possession.

c. If the Customer fails to comply with the terms set out above, R&D Communication shall interrupt the service without notice and without any amount being due by R&D Communication to the Customer.

d. A Customer purchasing Services on behalf of third parties (the **"Customer on behalf of Third Parties"**) shall exercise the utmost care to ensure that such third parties do not use R&D Communication's services unlawfully, in breach of applicable laws. For this purpose, the Customer on behalf of Third Parties agrees to include in agreements with its customers, in the language used by the third party, a section similar to point **"3. CUSTOMER OBLIGATIONS, PROHIBITIONS AND LIABILITY"** above.

4. SERVICE LEVELS

R&D Communication undertakes to provide the service through an appropriate IT infrastructure, carrying out the necessary hardware and software updates according to contingent circumstances. R&D Communication also guarantees service continuity of not less than 99% over 365 days.

Periods required for ordinary and extraordinary maintenance, normally notified by R&D Communication to the Customer with reasonable notice and generally scheduled on non-working days and/or during night-time hours, shall not be taken into account for the purpose of calculating service levels.

5. TECHNICAL SUPPORT AND MAINTENANCE

R&D Communication provides hardware and software technical support limited to its own operating system. Work on equipment caused by or relating to faults directly attributable to the Customer's lack of expertise is not included within the scope of this agreement. Any form of technical support to the Customer on programming and/or management issues not directly connected with functionalities offered and indicated in this contract and directly attributable to the services supplied by R&D Communication is excluded.

Technical support is provided to the Customer, within the limits specified above, throughout the contractual period during which the service is supplied. The methods of accessing technical support differ according to the solution selected and contracted: by telephone at +39 0458841199, by email at support@rdcom.com, or through the online ticketing system; on non-holiday days from Monday to Friday from 9:00 to 18:00, up to the maximum 24/7/365 level. R&D Communication offers different and additional support hours and methods, which must be agreed by means of a specific written agreement.

6. LIMITATION OF R&D COMMUNICATION'S LIABILITY

a. Under no circumstances shall R&D Communication, nor any other person involved in creating, producing or supplying R&D Communication's Services, be held liable for any damage arising from inability to use the service where service continuity is not less than 99% over 365 days. The provisions of this Article shall remain valid and effective after termination of this contract, whether due to expiry, termination or withdrawal.

b. Under no circumstances shall R&D Communication be held liable for malfunction of the services resulting from telephone lines, electrical lines or worldwide and national networks, such as failures, overloads, interruptions, etc.

c. No compensation for direct and/or indirect damages may be claimed from R&D Communication where such damages do not arise directly and exclusively from use or non-use of the service supplied as described in point 2.

d. R&D Communication may not be held liable for defaults by third parties that adversely affect the operation of telematic services made available to the Customer, including, by way of example, reduced speeds or failure of telephone lines and computers handling telematic traffic between the Customer and R&D Communication's system.

e. The Customer undertakes to indemnify R&D Communication against all losses, damages, liabilities, costs, charges and expenses, including any legal costs, suffered or incurred by R&D Communication as a consequence of any breach of the obligations assumed or warranties given by the Customer through the signing of this contract or application form and in any event connected with the nature of the service supplied by R&D Communication, or arising from improper or unlawful use of the Services by the Customer, including where third parties claim damages on any basis.

f. With regard to the service offered as described in point 2, the Customer acknowledges that R&D Communication gives no warranty that it is perfectly suited to particular purposes not declared at the time the contract is signed.

g. Furthermore, due to the specific structure of telematic services, in which many entities are involved, no guarantee can be given as to the constant availability of the service beyond that provided for in point 4. In this respect, and provided that point 4 is complied with, the Customer agrees not to hold R&D Communication liable in the event of temporary inability to access the services, temporary inability to use the services, or service interruptions.

7. FORCE MAJEURE, CATASTROPHIC EVENTS AND FORTUITOUS EVENTS

a. R&D Communication shall not be liable for failures attributable to fire, explosion, earthquake, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, popular uprisings, riots, strikes or any other unforeseeable and exceptional cause that prevents the agreed service from being supplied.

8. ECONOMIC AND COMMERCIAL TERMS

a. The Services marketed by R&D Communication are supplied to the Customer at the prices applicable from time to time set out in the Economic Offer (Annex A, an integral part of this contract), unless otherwise agreed in the Economic Offer itself, in the order form and/or in individual economic offers signed by the Parties during the term of the contract, which shall form an integral part of this agreement.

b. Any price increases imposed on R&D Communication by mobile telephone operators may be automatically passed on to the Customer; in the case of prepaid supplies, the number of Messages available shall automatically be reduced until the higher cost incurred has been offset. In any event, in the event of price increases, the Customer's right to withdraw from this contract by registered letter or certified email (PEC), with the right to reimbursement of the residual credit on its account, shall remain unaffected.

c. In any other case of early withdrawal, or in the absence of renewal, the Customer hereby waives the residual credit, which may not be reimbursed.

d. Bank charges and commissions shall be borne by the Customer and all amounts shall therefore be paid net of such charges.

e. In the event of non-payment or late payment, in compliance with Italian Legislative Decree 9.11.2012 no. 192 amending and supplementing Legislative Decree 9.10.2002 no. 231, default interest shall automatically accrue from the day following expiry of the payment term. The total amount of default interest shall be calculated on the basis of the official ECB rate.

9. OBLIGATIONS OF R&D COMMUNICATION

a. R&D Communication undertakes to maintain the efficiency of the service offered. Where R&D Communication is required to interrupt the service due to exceptional events or maintenance, R&D Communication shall endeavour to keep periods of interruption and/or malfunction as short as possible. R&D Communication shall define appropriate procedures for accessing the services and reserves the right to improve them at any time in order to increase their efficiency. R&D Communication shall provide the Customer with all technical specifications necessary to access the services.

b. R&D Communication shall implement, update and maintain the Systems and Platforms that convey the Services covered by this Contract at its sole discretion; the Customer acknowledges and accepts that the software used, maintenance, updates and any technical choice concerning the operation and implementation of the Systems and Platforms conveying the Services covered by this Contract are the exclusive responsibility of R&D Communication, which decides with full autonomy and freedom as to the methods and timing of implementation.

c. It remains understood that, pursuant to point 4 above, periods devoted to ordinary and extraordinary maintenance are not included in the calculation of the service levels guaranteed by R&D Communication.

10. TERM OF THE AGREEMENT

a. This agreement shall take effect from the date of signature of this Contract or, if different or in the event of online acceptance of these terms and conditions, from the activation date indicated in the order confirmation, service activation confirmation or online confirmation, and shall be deemed valid and effective for the following 12 months or for the different period indicated in the Economic Offer. Upon expiry, this agreement shall automatically renew for periods of equal duration, unless notice of termination is given by the Parties at least 60 days in advance by registered letter with return receipt or PEC, except where Annex A **"Economic Offer"** provides for a guaranteed annual consumption by the Customer, in which case the contract shall automatically terminate on its natural expiry date. Additional purchase orders for SMS Messages beyond the quantity covered by this agreement (detailed in Annex A) may always be placed during its term and shall be subject to the same contractual terms. The Customer acknowledges and accepts that SMS quantities ordered and not used by the expiry date shall nevertheless be invoiced by R&D Communication.

b. Any tax charge deriving from performance of the contract, including any taxes on advertising activities, shall be borne by the Customer.

11. TERMINATION OF THE AGREEMENT

a. R&D Communication reserves the right to declare the contract terminated pursuant to and for the purposes of Article 1456 of the Italian Civil Code by simple written notice sent by email in the event of breach of the obligations contained in Article 3 above (**CUSTOMER OBLIGATIONS, PROHIBITIONS AND LIABILITY**) and in the more serious cases indicated in Article 12 below, points a1), a2), a3) (**SUSPENSION OF PERFORMANCE**); in any event, R&D Communication's rights to receive consideration for the contracted services, even if not fully used, shall remain unaffected.

b. If the Customer withdraws from this agreement before its expiry, it shall nevertheless remain liable to pay in full any relevant annual economic fee also for the unused period of service.

c. R&D Communication reserves the right to interrupt the service in whole or in part and without notice following serious technical, conduct-related or economic breaches by the Customer, charging the Customer the entire annual fee for the indexed service together with current late-payment charges, if any.

d. The Customer may under no circumstances assign this contract without R&D Communication's prior written consent by registered letter with return receipt, PEC or other equivalent means, failing which the contract shall be immediately terminated and a claim for damages may be made.

12. SUSPENSION OF PERFORMANCE

a. R&D Communication may suspend supply of the service without notice if any of the following circumstances occurs:

a1. the Customer is in arrears due to non-payment of fees and/or activation charges for invoiced services whose tax documents have been overdue for more than 30 days. In this case, reactivation of the service is subject to settlement of the arrears, updated with current interest, plus a reactivation fee set at EUR 52.00 plus VAT.

a2. the Customer actively attempts to breach the IT systems of R&D Communication or third parties by means of the service made available by R&D Communication; the Customer uses the Services improperly, contrary to Article 3 or in any event for unlawful, illegal or otherwise harmful purposes.

a3. the Customer creates a dangerous and/or unstable situation as a result of its programming and/or use activities such as to cause damage to R&D Communication.

If suspension of the service results from paragraphs (a1) or (a2), R&D Communication reserves the right to extend the effects of the suspension to other contractual relationships distinct from this one and regularly established and in force with the Customer. **"Suspension"** or **"termination"** of the services means, respectively, the total temporary or definitive impossibility of using the Services covered by this contract through any means of telecommunications. No claim for damages may ever be brought by the Customer against R&D Communication as a result of the matters specified in the preceding paragraphs.

The Customer acknowledges and accepts that the flows routed through R&D Communication's infrastructure may be monitored in order to verify compliance with the terms and conditions of use and to ensure the security of the infrastructure itself. R&D Communication also reserves the right to inspect documentation, including electronic documentation, evidencing consent to the processing of personal data obtained by the Customer from Message recipients pursuant to Article 15.c below. Although it bears no responsibility for the Customer's actions, in order to protect its own interests and prevent inconvenience or disruption to its infrastructure or to the operations of its customers, R&D Communication reserves the right to assess the Customer's compliance with personal data protection legislation and to block the sending of any Message that may appear unlawful.

13. COMMUNICATIONS TO THE CUSTOMER

a. Any communication relating to the agreement shall be made in writing and sent by registered letter with return receipt or by PEC. In any event, where the Customer provides incorrect addresses or contact details, or fails to exercise due diligence in keeping them updated, communications shall nevertheless be deemed successfully delivered.

14. JURISDICTION

For any dispute arising from or deriving from the application of this contract, the Parties conventionally agree to the exclusive jurisdiction of the Court of Verona.

15. PROCESSING OF THE CUSTOMER'S PERSONAL DATA AND DATA OF MESSAGE RECIPIENTS

a. Customer Data. The Customer expressly authorises R&D Communication to process its personal data pursuant to the applicable legislation, Italian Legislative Decree 196/2003 - Regulation (EU) 2016/679, as subsequently supplemented/amended, for the purpose of complying with tax and fiscal obligations and anything else necessary for the activation, management and/or maintenance of the services supplied by R&D Communication, in accordance with the Privacy Notice published on the rdcom websites on the dedicated page. The data are entered in an archive containing customers' identification details.

Provision of the data is mandatory in order to comply with legal obligations deriving from implementation of the requested services. If the Customer refuses to provide identifying personal and tax data, R&D Communication will be unable to provide the services. Employees or collaborators of RDCOM belonging to the Administration, Marketing and Technology departments may become aware of the data where authorised or appointed as processors. R&D Communication expressly undertakes not to disclose the above data and not to use them for purposes unrelated to this contract. The Customer may exercise the rights under Articles 15-22 of Regulation (EU) 2016/679 by writing to: R&D Communication S.r.l., Via dei Castagni, 9, 37141 Verona-Montorio, or to the email address privacy@dcom.com. Detailed information, including information concerning the Customer's rights, is also available on the RDCOM websites. The Privacy Notice shall be deemed an integral and substantial part of these General Terms and Conditions and is published on the rdcom websites on the dedicated page.

b. The Customer acknowledges and accepts the existence on R&D Communication's Servers of Log files recording all traffic generated while browsing the website and/or using the messaging services. The content of the Log is absolutely confidential and may be disclosed solely and exclusively at the request of the competent Authorities.

c. Data of Message Recipients. The Customer declares that it has obtained from the users who are recipients of the Messages consent to receive the communications covered by this service, that it is therefore the data controller of the users who are recipients of the Messages, and that it releases and holds R&D Communication harmless from all liability in this regard. In particular, the Customer is aware that obtaining consent to data processing from Message recipients is its sole responsibility; the Customer undertakes to make its own privacy notice available to such recipients and to obtain their express acceptance, as required by Italian Legislative Decree 196/2003 - Regulation (EU) 2016/679. In such notice, the Customer may expressly indicate that external services, including that offered by R&D Communication, are used for delivery of communications and that statistical tracking systems may be used (for example, to detect opening of a message and count and identify clicks made on links, etc.).

d. Upon conclusion of this contract and as set out in the attached letter of appointment, the Customer appoints RDCOM as Data Processor (or Sub-Processor) for the personal data for which it is Data Controller (or Processor), in accordance with the definitions and requirements laid down by the applicable personal data protection legislation, in particular Italian Legislative Decree 196/2003 - Regulation (EU) 679/2016 (GDPR).

By confirming this agreement, the Customer expressly declares that it has paid particular attention to the provisions concerning the binding nature of the contractual supply proposal, the agreed prices, the payment methods, and Articles: Art. 3 Customer Obligations, Prohibitions and Liability, Art. 6 Limitation of Liability, Art. 7 Force Majeure, Catastrophic Events and Fortuitous Events, Art. 8 Economic and Commercial Terms, Art. 10 Term of the Agreement, Art. 11 Termination of the Agreement, Art. 12 Suspension of Performance, Art. 13 Communications to the Customer, Art. 14 Jurisdiction, Art. 15 Processing of the Customer's personal data and data of Message recipients.

GENERAL TERMS AND CONDITIONS - ADVERTISING

1) DEFINITION OF THE PARTIES

This service supply contract is entered into between RDCOM, with registered office in Verona Montorio, Via Dei Castagni no. 9, Tax Code and VAT no. 03269830232, registered with the Companies Register at the C.C.I.A.A. of Verona, hereinafter simply referred to as **"RDCOM"**, and the advertiser as subscriber to the contract or application form, hereinafter simply referred to as **"Customer"**.

The clauses of this Contract shall be deemed accepted, with the consequence that the Contract shall be deemed concluded, upon acceptance by the Customer at the time of registration for the service and upon the purchase or use, whether for consideration or free of charge and/or on a temporary basis, of the services made available by RDCOM to the Customer, as described below.

The Customer may accept these General Terms and Conditions by signing the contract in paper form, or directly online using the dedicated web services.

In any event, any contract concluded in paper form shall prevail over the terms and conditions accepted online.

2) SUBJECT MATTER OF THE CONTRACT, ACCEPTANCE AND AMENDMENT OF THE GENERAL TERMS OF SERVICE

2.1 These General Terms and Conditions and the order to purchase the Service (**"Order"**) constitute the agreement between RDCOM and the Customer, concerning the supply by RDCOM, through RDCOM's web platform(s) (**"Platform"** or **"Platforms"**), of advertising services (hereinafter also **"Service"** or **"Services"**) offered by RDCOM which allow the Customer 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 from third parties. In the event of any differences between these General Terms and Conditions and the Order, the provisions of the Order shall prevail.

"Advertising Message" or **"Message"** means any form of message whose textual and non-textual elements are independently created by the Customer, which is disseminated through the Service over a mobile telephone network, on the Internet by email and/or within mobile applications, in the course of a commercial, industrial, craft or professional activity, for the purpose of promoting the transfer of movable or immovable property, the provision of works or services, or the establishment or transfer of rights and obligations relating thereto.

The Services may be supplied by subscription or following activation by RDCOM of the package of options selected by the Customer from those available and visible in the online SHOP area and in any event on www.rdcom.com, against payment by the Customer of the consideration set out in Annex A **"Economic Offer"**, unless otherwise agreed in the order form and/or in individual economic offers signed by the Parties during the term of the contract, which shall form an integral part of this agreement.

2.2 Having reviewed the Terms of Service, the Customer may complete and send the Order to RDCOM through the appropriate online forms on RDCOM websites and/or through specific forms sent by email to the dedicated RDCOM addresses (**"Order"**).

Through the Order, the Customer may purchase, including where applicable within the packages of options selected by the Customer from those available and visible in the online SHOP area and in any event on www.rdcom.com: (i) a promotional campaign consisting of a specified quantity of Messages at a specified price per message (**"Send Campaign"**); (ii) a goal-based promotional campaign, consisting in the acquisition of a specified number of contacts (**"Leads"**) at a specified price per Lead, to be carried out by sending one or more Advertising Messages (**"Performance Campaign"**); (iii) a promotional campaign with pre-purchased credit used to supply an unspecified quantity of Advertising Messages, which the Customer may subsequently define independently through RDCOM's Platforms in accordance with the online instructions (**"Credit Campaign"**). Send Campaigns, Performance Campaigns and Credit Campaigns are hereinafter jointly also referred to as **"Campaigns"** or **"Advertising Campaigns"**.

The Order is subject to acceptance by RDCOM (**"Acceptance"**), which shall be communicated to the Customer by sending an email to the address indicated by the Customer in the Order or shall be manifested through the distribution of the first Advertising Message. Following Acceptance, the Order may not be revoked by the Customer.

Unless otherwise agreed in writing between the Customer and RDCOM, any additions, amendments or updates to the text and other elements of the Advertising Message shall be made independently by the Customer within the Platform in the Customer's reserved area and by the deadline indicated by the Platform, which may vary in real time according to the actual availability of space on the sending channels used to supply the Service at the time the Campaign is sent, and according to the sending method selected by the Customer from those relating to Advertising Campaigns described in the **"Advertising Campaign - Advertising Message Sending Methods"** section on RDCOM websites (hereinafter **"Sending Method"**).

2.3 RDCOM reserves the right to amend these Contract Terms, in whole or in part, at any time, informing the Customer of changes relating to service functionalities/limitations and/or, where applicable and without prejudice to the specific provisions for Performance Campaigns, to their prices, with reasonable notice by publication on the website pages. The Customer is therefore required to review and periodically reread the Terms of Service in order to remain informed of the terms applied. In such case, the Customer may withdraw from the Service within 30 days following publication of the changes on the website, without any charge or additional cost, without prejudice to its obligation to pay for the part of the Service used prior to withdrawal. It is understood that failure to communicate withdrawal following amendment of the General Terms and Conditions, the Economic Offer and the characteristics of the Service within the above period shall constitute tacit acceptance of the changes.

3) DESCRIPTION, METHODS AND TERMS OF SUPPLY OF THE SERVICE

3.1 The Service offered consists in sending, on behalf of the Customer, one or more Advertising Messages having the characteristics identified by the Customer and defined in the Order, such as, by way of example, the target group to which the Messages are to be sent, the language in which the Messages are composed, the product category of the service/product to be promoted and, where applicable, the date on which the Messages are to be sent (**"Campaign Characteristics"**). RDCOM undertakes to send the Messages to contacts defined according to the Campaign Characteristics indicated by the Customer through the Order.

In the case of Send Campaigns, the Customer shall also determine in the Order the quantity of Messages it intends to purchase.

In the case of Performance Campaigns, the Customer shall define in the Order the objective it intends to achieve through the campaign in terms of acquisition of Leads (**"Objective"**), the budget required to achieve the Objective, calculated according to the value assigned to each Lead, as well as the deadline by which the Objective must be achieved (**"Deadline"**), without prejudice to Article 3.3 below. Upon Acceptance of the Order, RDCOM undertakes to make, before expiry of the Deadline, one or more Message sends until the Objective is achieved. If the Objective is not achieved within the Deadline, the Customer may request reimbursement of the portion of the budget corresponding to the Leads missing in order to achieve the Objective.

In the case of Credit Campaigns or activation of annual-fee packages, the Customer shall indicate in the Order the credit it intends to pre-purchase (**"Credit"**). Upon Acceptance of the Order, RDCOM shall load the Credit purchased by the Customer into the Customer's reserved area on the Platform (**"Account"**) and communicate the access credentials to the Customer. The Credit purchased shall remain valid throughout the term of this contract and any subsequent renewals.

3.2 The Customer undertakes to provide RDCOM with the Campaign Characteristics, texts and contents of the Campaign and all material necessary for its execution, including graphic and photographic elements, by the deadline indicated by the Platform, which may vary in real time according to the actual availability of space on Message sending channels at the time the Campaign is sent and according to the Sending Method selected by the Customer. The Customer acknowledges and accepts that delivery of the material necessary to execute the Campaign after the above deadline shall entitle RDCOM not to supply the Service, without prejudice to the Customer's obligation to pay RDCOM the agreed price in full.

3.3 The Customer acknowledges and accepts that sending Messages with political content must be the subject of an explicit request to RDCOM, to be made in good time before the scheduled sending.

3.4 The Customer acknowledges and accepts that supply of the Service within the time requested by the Customer shall be subject to the actual availability of space on Message sending channels, as well as to the actual availability of data enabling compliance with the Campaign Characteristics indicated by the Customer.

Furthermore, the Customer acknowledges and accepts that RDCOM has a limited number of daily sends available and is aware that RDCOM cannot guarantee any minimum daily availability for sending Messages. In any event and, in particular, for certain Sending Methods for which the daily quantity of messages to be sent has been defined in the Order, the Customer accepts that RDCOM may under no circumstances be held liable for having reached the maximum possible number of daily sends and, consequently, for not having sent the minimum daily quantity of Messages determined by the Customer in the Order.

It is understood, and the Customer is informed in this regard, with RDCOM released from liability, that minimal differences may exist in relation to the requested segmentation as a consequence of socio-demographic changes that occurred after collection of the data or inaccuracies during collection of the data itself.

The Customer acknowledges and accepts that the start date of the Advertising Campaign distribution period is merely indicative and non-binding on RDCOM and may be changed for service requirements. In such case, RDCOM and the Customer shall agree a new start date for the supply period.

RDCOM reserves, in any event, the right to interrupt the Service in whole or in part and without notice following technical, conduct-related or economic breaches by the Customer.

3.5 The Customer is not granted any product-category exclusivity in performance of the Contract.

4) FEES AND PAYMENT METHODS. SUSPENSION OF THE SERVICE

4.1 RDCOM's services are supplied to the Customer according to the prices applicable from time to time and the payment methods set out in Annex A (Economic Offer and/or Advertising Services Purchase Order), which forms an integral part of this contract, unless otherwise agreed in the order form and/or in individual economic offers signed by the Parties during the term of the contract, which shall form an integral part of this agreement.

4.2 The prices applicable from time to time set out in the Economic Offer (Annex A, an integral part of this contract), unless otherwise agreed in the Economic Offer itself, in the order form and/or in individual economic offers signed by the Parties during the term of the contract and forming an integral part of this agreement, shall be understood as relating to the sending/receipt of Messages within national territory.

4.3 The Customer acknowledges and accepts that the rates for sending/receiving Messages outside national territory are established and defined on the basis of dedicated price lists and may therefore differ from the rates applied to Services supplied in Italy.

4.4 For services supplied via a mobile telephone network, any price increases imposed on RDCOM by operators shall be automatically passed on to the Customer; in the case of Credit Campaigns, or activation of annual-fee Services, the number of Messages available shall be automatically reduced until the higher cost incurred has been offset. In any event, in the event of price increases, the Customer's right to withdraw from this contract by registered letter or PEC shall remain unaffected.

4.5 In the case of purchase of a Performance Campaign, the Customer acknowledges that, since the number of Messages to be sent is not predetermined and is linked exclusively to achievement of the Objective, the costs incurred by RDCOM in managing the Campaign may vary significantly, either upwards or downwards. RDCOM therefore reserves the right to suspend the Campaign at any time, at its sole discretion, if the price originally agreed and applied to the Customer proves economically unsustainable due to an increase in the costs incurred by

RDCOM as a result of price increases imposed on RDCOM by operators. In the event of suspension of the Service, RDCOM shall propose a new price to the Customer, who shall be free to decide whether or not to continue the Campaign under the new terms. It is understood that, if the Customer does not intend to proceed with execution of the Campaign, it shall nevertheless be required to pay RDCOM the value of the Leads actually acquired up to that time.

5) TERM

5.1 This agreement shall take effect from the date of signature of this Contract or, if different or in the event of online acceptance of these terms and conditions, from the activation date indicated in the Order confirmation, service Activation confirmation or online confirmation and shall be deemed valid and effective for the following 12 months. Upon expiry, this agreement shall automatically renew from year to year, unless notice of termination is given by the Parties at least 60 days in advance by registered letter with return receipt or PEC, except where Annex A (Economic Offer and/or Order) provides for a guaranteed annual consumption by the Customer, or in the case of activation of annual-fee Services, in which case the contract shall automatically terminate on its natural expiry date. Additional purchase orders for Messages beyond the quantity covered by this agreement, as detailed in Annex A (Economic Offer and/or Order), may always be placed during its term and shall be subject to the same contractual terms. The Customer acknowledges and accepts that quantities of Messages ordered and not used by the expiry date shall nevertheless be invoiced by RDCOM.

5.2 Any tax charge deriving from performance of the contract, including any taxes on advertising activities, shall be borne by the Customer.

6) WITHDRAWAL

Without prejudice to point 4.5 above, RDCOM may withdraw from the Contract if technical difficulties arise in performing any of the distribution services requested by the Customer.

In this case, the Customer shall be entitled exclusively to reimbursement of any amount already paid for the service not performed. If RDCOM withdraws or this contract terminates for any reason other than the Customer's breach, RDCOM shall nevertheless distribute Messages purchased by the Customer before the effective date of withdrawal or the termination date of the contract and due to be distributed after that date.

7) CUSTOMER LIABILITY

The Customer is responsible for content, materials and information of any kind transmitted, disseminated or made accessible by it through distribution of the Advertising Message, as well as for the accuracy and truthfulness of their content, and is solely liable, including from a financial standpoint, for damages caused directly and/or indirectly to third parties. The Customer therefore undertakes to indemnify and hold RDCOM harmless, including after termination of this Contract, from any damage, expense or obligation arising from any claim and/or request and/or action brought against RDCOM by third parties (including recipients of Advertising Messages and the competent Authorities) in relation to the content of Advertising Messages or otherwise connected with supply of the Service to the Customer Company.

For this purpose, the Customer represents and warrants: i) that the Advertising Message complies with current rules concerning the content of Advertising Messages, the rules of the Advertising Self-Regulation Code (**"Code"**), public order and morality, and that it does not constitute an unfair commercial practice under current legislation; ii) that it has the legitimate and full right to use all textual and non-textual elements of the Advertising Messages, including with reference to Article 3.3 above, and owns all related economic exploitation rights required for the purposes of this Contract; iii) that it has all necessary consents and authorisations for use of the Advertising Message and any authorisations, concessions, registrations and anything else required by legislation in force in Italy for the exercise of its commercial or professional activity.

Without prejudice to the above, RDCOM reserves the right at any time to reject Advertising Messages whose content may be considered detrimental to the image or interests of RDCOM and/or third parties, unsuitable for the recipients of the Advertising Messages, or contrary to law, morality or the Code, notifying the Customer by any means useful for this purpose (including email and telephone). Such notice shall also specify the deadline by which the Customer must send replacement material complying with current rules in order to meet the agreed Campaign supply date. If it is not possible to replace the material while respecting the originally indicated supply date, the Parties shall agree a different distribution period. If the content of the replacement Advertising Message is not deemed compliant with the criteria set out above and/or the replacement material is not received within the time indicated by RDCOM, or in any event agreement cannot be reached regarding the new distribution period, the Advertising Message shall not be sent, without prejudice to RDCOM's right to retain, as a contractual penalty, the consideration paid by the Customer and, in any event, to claim compensation for any greater damage suffered.

8) RDCOM LIABILITY AND LIMITATIONS

RDCOM undertakes to distribute Advertising Messages without assuming any liability for advertising choices made in complete autonomy by the Customer, who alone bears the risk of failure to obtain an advertising return.

The Customer acknowledges and accepts that the planned target may not fully correspond to the objective of the Campaign as described above, without this giving rise to any liability on RDCOM's part or constituting partial breach by RDCOM, since the characteristics of users contained in the relevant Database may change over time for reasons beyond RDCOM's control (including cases where a device is switched off or unreachable for any reason).

In the event of omissions and/or errors attributable to RDCOM, the Customer may, at its choice, request distribution of the Advertising Message in another period to be agreed (or extension of the period originally agreed in proportion to the duration of the incorrect distribution) or reimbursement of any amount paid in proportion to the duration of the incorrect distribution compared with the total duration, by issue of a credit note, excluding any compensation for damages or indemnity.

The Customer agrees and acknowledges that RDCOM may not be held liable for failure to supply the Service

arising from the Customer's failure to comply with the deadline referred to in Article 2.2 above or from the actual unavailability of space on Message sending channels and/or of the Campaign Characteristics, as more fully provided for in Article 3.3 above.

Furthermore, the Customer agrees and acknowledges that RDCOM may not be held liable for failure to distribute, or partial distribution of, Advertising Messages due to fortuitous event or force majeure, malfunction of servers and/or other electronic devices, congestion and/or overloading of Advertising Message distribution systems, maintenance work and/or failure, defective or incorrect operation, or even temporary unavailability, of customers' devices, telephone operators, Internet access service providers or email services. Accordingly, RDCOM may under no circumstances be held liable to the Customer or third parties for loss of profit, loss of earnings, or any other form of loss of profit or indirect and consequential damage connected with performance of these Terms of Service.

The Customer undertakes to indemnify RDCOM against all losses, damages, liabilities, costs, charges and expenses, including any legal costs, suffered or incurred by RDCOM as a consequence of any breach of the obligations assumed or warranties given by the Customer through signature of this contract or application form and in any event connected with the nature of the service supplied by RDCOM, or arising from improper or unlawful use of the Services by the Customer, including where damages are claimed by third parties on any basis.

With specific reference to personal data protection and information security, both where RDCOM acts as data controller and has directly provided the notice and collected the personal data, and where the personal data of recipients have been collected by third-party publishers (for processing of which RDCOM is appointed as data processor), RDCOM represents and warrants that recipients of campaigns and marketing services have received complete and detailed privacy information and have freely and expressly given their consent to the processing of data for marketing purposes, including on behalf of third parties, by giving specific consent, in accordance with current rules on the matter.

For the cases described, RDCOM assures and guarantees full compliance with applicable legislation on the protection and processing of personal data of data subjects. In this regard, RDCOM undertakes to indemnify and hold the Customer harmless from any dispute, action, claim for damages or penalty that may be brought by any third party or competent Authority concerning the processing of personal data of recipients of campaigns and marketing services.

9) 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 notice sent by Certified Electronic Mail (PEC) in the event of the Customer's breach of the obligations contained in Articles 2, 3, 4, 7 and 10.

10) INTELLECTUAL PROPERTY

The Customer expressly acknowledges that, by way of example and without limitation, Internet domain names, trademarks, designs, logos, slogans, know-how, source code, software, hardware, projects, applications, patents, trade secrets, formulas, algorithms, models, databases and the like relating to the Service, as well as RDCOM websites, the pages composing them, technologies and Platforms, ideas, graphic appearance, texts, audio/video files and, more generally, any other creativity connected with the website and the Service, constitute intellectual and industrial property rights of RDCOM and remain the exclusive property of RDCOM and, as such, may not be reproduced, used or represented by Customers. Accordingly, the Customer may not under any circumstances claim any right over such assets and rights for any reason, including after termination or dissolution of the contract, nor copy, modify, sell, assign, sublicense, contribute, transfer to third parties or create derivative works.

11) DATA PROCESSING

11.1 Customer Data. RDCOM guarantees its Customers that it operates in compliance with the legislation governing personal data processing, as provided for by current Privacy legislation (Italian Legislative Decree 196/2003, Regulation (EU) 2016/679, as amended), and therefore assures that the personal data provided by the Customer and necessary for performance of this contract shall be processed by RDCOM as Controller for performance and management of the contract and to communicate updates and news concerning the Services.

Employees or collaborators of RDCOM belonging to the Administration, Marketing and Technology departments may become aware of the data where authorised or appointed as processors. RDCOM expressly undertakes not to disclose the above data and not to use them for purposes unrelated to this contract. The Customer may exercise the rights under Articles 15-22 of Regulation (EU) 2016/679 by writing to: R&D Communication S.r.l., Via dei Castagni, 9, 37141 Verona-Montorio, or to the email address privacy@dcom.com. Detailed information, including information concerning the Customer's rights, is available on RDCOM websites. The Privacy Notice shall be deemed an integral and substantial part of these General Terms and Conditions and is accessible in the Privacy section of the website.

11.2 Data of Message Recipients. The Customer acknowledges that recipients of Advertising Messages, originating from registrations for various online services, have expressly and lawfully consented to receive advertising information, including from third parties for their own advertising campaigns, in compliance with privacy protection legislation (Italian Legislative Decree 196/2003 and Regulation (EU) 2016/679, as subsequently supplemented/amended).

Controllers and Processors of the data contained in lists of Promotional Message recipients are RDCOM and/or other web publishers on whose websites registration and expression of consent to data processing took place, each assuming all obligations, duties and responsibilities arising by law.

In particular, RDCOM processes the personal data of recipients of advertising campaigns and the supply of the services offered as data controller where it has directly provided its own notice and collected the data, and as processor where the personal data of recipients were collected by third-party publishers and RDCOM is appointed as processor for such processing.

In any event, RDCOM represents and warrants that recipients of campaigns and marketing services have received complete and detailed privacy information and have freely and expressly given their consent to the processing of

data for marketing purposes, including on behalf of third parties, by giving specific consent, in accordance with current rules on the matter.

For the cases described, RDCOM therefore assures and guarantees full compliance with applicable legislation on the protection and processing of personal data of data subjects, with specific and particular attention to the free, specific, informed and unambiguous expression of consent by data subjects and to ensuring the exercise of their rights.

In this regard, RDCOM undertakes to indemnify and hold the Customer harmless from any dispute, action, claim for damages or penalty that may be brought by any third party or competent Authorities concerning the processing of personal data of recipients of campaigns and marketing services.

The text of the Message includes the identifier of the Data Controller and/or Data Processor.

The identifier included in the text of the Message is a hyperlink and leads to a web area in which the recipient can obtain detailed information concerning the privacy notice subscribed to and the contact details of the Data Controller.

11.3 Interaction. If the Message sent requires interaction by the final recipient and the recipient responds positively to such request (by way of example, by responding positively to the Message received or by clicking the hyperlinks included in the body of the Message), the Customer acknowledges that the personal data it may collect from the final recipient at the time of first contact and/or subsequently shall be processed by the Customer as an independent data controller; in this case, the Customer shall comply with the requirements of applicable personal data protection legislation, including the obligation to provide data subjects with an appropriate privacy notice. For this purpose, the Customer may use the model prepared by RDCOM and made available in the **"Advertising Campaign - Advertising Message Sending Methods"** section on RDCOM websites, adapting it to its own requirements and processing purposes; in this regard, RdCom disclaims all liability concerning the Customer's use of the model provided.

12) JURISDICTION

These Terms of Service shall be interpreted and governed by the laws of the Italian Republic.

The Court of Verona shall have exclusive jurisdiction over disputes concerning interpretation, validity and performance of this contract.

By confirming this agreement, the Customer expressly declares that it has paid particular attention to the provisions concerning the binding nature of the contractual supply proposal, the agreed prices, the payment methods, and Articles: 2) SUBJECT MATTER OF THE CONTRACT, ACCEPTANCE AND AMENDMENT OF THE GENERAL TERMS OF SERVICE; 3) DESCRIPTION, METHODS AND TERMS OF SUPPLY OF THE SERVICE; 4) FEES, PAYMENT METHODS. SUSPENSION OF THE SERVICE; 5) TERM; 6) WITHDRAWAL; 7) CUSTOMER LIABILITY; 8) LIMITATIONS OF LIABILITY; 9) TERMINATION; 10) INTELLECTUAL PROPERTY; 12) JURISDICTION.

ANNEX A
ECONOMIC OFFER

The Services may be used through web platforms accessible from an Internet workstation and also on the move using different devices, through RDCOM websites, by means of authentication codes issued during registration.

The user is autonomous within its own account and can manage its own records, schedule sending (including deferred sending) and subsequently analyse the results.

The Services may also be made accessible through API, HTTP/HTTPS, SMPP, FTP, XML and WEBSERVICE protocols for integration with existing systems/applications/software/portals.

Support:
Monday to Friday (excluding holidays), from 8:00 to 18:00 at +39 045.884.11.99 and support@rdcom.com.
Upon request, 24/24h support service.

SALES PRICES

The sales prices applied to this contract are available online, depending on the product purchased; or specified in detail in the specifically signed Purchase Order.

For certain Services, the cost of an individual SMS varies according to the sending method used and the recharge amount purchased; as indicated in the online Price Lists and depending on the sending method used, the corresponding cost shall be deducted from the available credit.

The prices indicated apply to sending to Italian numbers. In certain cases, sending abroad is possible, with different surcharges depending on the countries of origin and destination of the Messages.

For purchases exceeding the quantities available online and for scheduling ADV campaigns, a customised quotation may be requested.

ANNEX B - CUSTOMER INFORMATION

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

ANNEX C - DPA
PRIVACY NOTICE and APPOINTMENT AS DATA PROCESSOR/SUB-PROCESSOR.