REDABISSI LICENCE TERMS AND CONDITIONS

These Terms and Conditions of Licence to Use (hereinafter **"the Terms"**) are provided by RedAbissi S.r.l. (VAT n° 12009950010), with registered office in Turin, Corso Vittorio Emanuele II n° 44, hereby represented by its Legal Representative *pro tempore* (hereinafter **"RedAbissi"** and/or **"Provider"**).

RedAbissi is a company specialising in the field of digital communication and in particular Social Media Management. The Provider has developed and designed an on-line digital service accessible via the Internet in "*Software As A Service*" mode, which allows the User to directly and independently manage communication on social networks (hereinafter **"the Service"**);

These Terms are linked to and subordinate to the existing term and duration of the Terms of Use of the RedHab Platform signed with the Customer ("*Main Agreement*").

The Service can be used through the **redabissi.com** website, which is reserved for professional users; the User undertakes to use it exclusively in connection with his or her professional activity and in any case for needs related to it.

The User, identified with the data provided by filling in the appropriate personal data sheet, who, through his Legal Representative or in any case through a representative duly authorised to sign these conditions in the name and on behalf of the party he represents (hereinafter the **"Party"** or **"User"**), may use the Service only after having previously read all of its parts and after expressly accepting at a distance via the Internet ("Online Acceptance") the following Terms of Use.

The Terms may be changed at the discretion of the Provider in any part he deems appropriate and the subsequent use of the Service determines the acceptance of the changes by the User.

In consideration of the foregoing, the Party accepts the following Licence Terms and Conditions without reservation.

Section 1. Definitions.

In connection with these Conditions, the meanings to be given to other recurring terms and expressions are indicated below:

User - means persons who directly access the Service through an online registration process that serves to provide identification and access information (Username and Password). Authorised users may include your employees, consultants, contractors, agents or other designees;

Customer – RedHab Platform User

Activation date - the date communicated by RedAbissi to the User upon activation of the Service

Intellectual Property - identifies any intellectual property rights governed, from time to time, by patent laws, semiconductor chip protection laws, copyright laws, trade secret laws, trademark laws and any other registered and unregistered intellectual property rights, as well as any applications, renewals, extensions, reintroductions and reinstatements, currently in force or that may be implemented in the future, worldwide.

Section 2: Terms of Use of the Service

2.1 - Licence to use the Service.

RedAbissi, in compliance with the terms of these Conditions, undertakes to provide the Customer with a limited, non-exclusive licence to use the Service through a SAAS (*Software-as-a-Service*) application made available on the Internet, which enables the management of Social channels and the use of related functionalities.

The User is aware and expressly accepts that the Service is a tool reserved for professional users, with the consequence that these Terms are not subject to the discipline of consumer contracts. However, an initial free trial period (*Trial*) will be available to the User during which he/she will be able to test the functionalities of the Service and during which he/she will be able to withdraw at any time, without any commitment or cost.

2.2 - User Access to the Service.

The User shall have access to the Service through a Reserved Area by means of authorisation and authentication credentials attributed to the Party, kept and used by the latter under its sole responsibility. In particular, the User undertakes to keep the above-mentioned alphanumeric access codes (called "Username" and "Password") confidential and is therefore also responsible for their safekeeping. The User shall therefore be solely responsible for any damage caused by the possible use of login and password by unauthorised third parties.

The User nevertheless undertakes to
- immediately notify the Supplier of any theft, loss or appropriation for any reason whatsoever, by third parties, of the Username and/or Password;
- change the Password at least once every six months by selecting the Password item from the Private Area within the Service;
- both during registration and through the Reserved Area within the Service, to provide up-to-date, complete and accurate information and references (in particular the e-mail address).

It is explicitly forbidden to:
- circumvent or tamper with access and authentication to the Service;
- decode, disassemble, decompile or attempt to discover the source code or algorithms underlying all or part of the Service;
- modify or create derivatives of any part of the Service;
- use any "*deep-link*", "*page-scrape", "robot", "spider*" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any Content, to obtain or attempt to obtain any materials, documents or information through any means not intentionally made available through the Service;
- attempt to gain unauthorised access to any part or functionality of the Service, or other systems or networks connected to the Service or any of RedAbissi's servers, or any of the services offered by RedAbissi, by *hacking*, "*password mining*" or any other illegal means;
- probe, examine or test the vulnerability of the Service or any network connected to the Service, or breach security or authentication measures on the Service or a network connected to the Service;
- take any action that imposes an unreasonable or disproportionate load on the infrastructure of the Service or RedAbissi's systems or networks, or any system or network connected to the Service or RedAbissi;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction conducted on the Service, or with the use of the Service by any other person;
- use the Service or any Content for any purpose that is unlawful or prohibited by this Agreement.

The User shall promptly notify the Provider in the event of unauthorised use of or access to the Service and its functions, or any breach of security. The Provider cannot be held liable for any damage or inefficiency resulting from unauthorised use of or access to the Service, carried out using the alphanumeric codes assigned to the User.

2.3 How to use the Service
Access to social networks is via API (*Application Programming Interface*) services provided publicly by them. In this regard, the following is specified:
a. There is no agreement of any kind between RedAbissi and the Social Networks used. The aforementioned Social Networks could at any time discontinue or modify the API and this could consequently limit, alter or even inhibit the functioning of the social channel towards that specific social network;
b. By using planned submissions, it is possible that a function available at the time of the planning will not function properly at the time of submission if a change in the API has taken place in the meantime;
The service does not store any user-managed social network passwords, but instead uses an access token that is returned by the social networks each time the user authenticates with them via a browser. A valid access token is required to access the APIs of the social networks.

The access token can be invalidated for the following reasons:
a. the User changes his/her password on the social network;
b. the User via social networks removes the access authorisation for the application;
c. according to a policy of the individual social network, the access token may be invalidated after a certain period of time ("expired account");
d. for other reasons determined by the social network;
If the access token has expired for the reasons listed in a, b, c above, the Platform will not be able to publish content. It will in any case be possible to request a new one via the channel reconnection function on the Service.
Customer Service will promptly inform the user when the token expires.

2.4 Contents

Photographic, graphic or textual documentation for the creation of content is the sole responsibility of the User. RedAbissi is not responsible for the content of the information freely published by the user in the published posts and is also not liable in any way for damage caused directly or indirectly through the use of the services provided.

Uploaded images and/or documents will be archived and made available upon the User's instruction to the contrary. RedAbissi reserves the right to verify, at any time and without prior notice, the conformity of saved files. In the event that these files are larger than the maximum allowed size or otherwise fall within one of the following cases:

a. obscene, pornographic or paedophile content;
b. content that is offensive, has purposes contrary to morality or infringes the rights of third parties;
c. content inciting violence, hatred or with aims contrary to public order;
d. copyrighted content (e.g. publications or parts thereof or whatever);
e. content that concerns or promotes services or goods that are illegal in the country of receipt and/or origin of the posts or otherwise contrary to Italian law;

material with such characteristics or considered "doubtful" at the sole discretion of the Supplier shall result in the suspension of the publication service without any need for prior notice and without anything being due for any unused period in the event that the Customer fails to comply with the above terms.

2.5 - Method of deletion of Customer data

After 60 (sixty) days from the date of expiration or termination of the *Main Agreeement* signed with the Main Customer ("Customer") for any cause, RedAbissi will - unless otherwise specified in writing by the Customer - delete from its servers the personal data stored on behalf of the Customer for the provision of the Service. Such data will be freely consultable and exportable by the User within the period indicated above using the normal functionalities of the Service. In the event of suspension of access to the Service due to administrative irregularities, the User may only access the Service after the cause that led to the blocking has been removed. Notwithstanding this right of cancellation, longer storage periods may also be dictated by other requirements.

Section 3. Ownership and Trade Marks

3.1 - Ownership of the RedAbissi Service

RedAbissi is the sole owner of all rights and interests in the Service and any related Intellectual Property, including developments arising therefrom. RedAbissi® and RedHab® are registered trademarks. The website www.RedAbissi.com, the Service and the information contained therein, are the property of RedAbissi.

Unauthorised copying and dissemination in violation of intellectual property rights is prohibited.

3.2 - Sub-licensing

If the User sub-licenses access to and use of the Service to its clients, the User will be held solely responsible for compliance with the provisions and obligations of these Terms and Conditions, there being no direct relationship with RedAbissi for such clients. The Terms of Use of the RedAbissi Service must in any case be accepted for acknowledgement by the users.

The appointment of RedAbissi as External Data Processor - pursuant to Article 28 of Regulation (EU) 2016/679 and the attached "Data Processing Agreement" - also extends to the processing that will be carried out in connection with the contractual agreements in place with its sub-licensee customers, in respect of which it is the responsibility of the sub-licensee customers themselves to appoint the resellers as External Data Processors or to identify suitable organisational arrangements aimed at ensuring the security of the processed data.

In any event, the User undertakes to indemnify and hold RedAbissi harmless from any prejudice it may suffer as a result of the conduct, default or breach of sub-licencees.

Section 4. Terms and Duration of the Licence Conditions

4.1 - Commencement, Duration of Conditions

These Conditions are subject to the existing validity and duration of the conditions of use of the RedHab Platform. The duration begins on the date of activation or renewal of the *Main Agreement* signed with the Customer.

In the event of renewal of the *Main Agreement*, the Conditions shall be deemed automatically renewed for an equal term.

Notwithstanding the foregoing, any other form of withdrawal from these Terms is expressly excluded. RedAbissi reserves the right to discontinue the User's publications through the Service via social channels in the event that the same programming, although beginning during the period of validity of the *Main Agreement*, extends beyond the expiry of the same.

Section 5. Exclusion of Guarantees

The Service is provided "as is". You acknowledge that you are aware that the Service may contain bugs, errors, and other problems that may cause it to malfunction. RedAbissi and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither RedAbissi nor its suppliers and licensors, makes any warranty that access to the Service will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Service at your own discretion and risk.

The User acknowledges that software updates to the Service (including the addition, modification or removal of functionality, features, or content) may be applied periodically and that these are the responsibility of the Provider, which decides the manner, amount and timing of such updates. The Party declares that it is aware that the updates may result in a momentary unavailability of the Service.

RedAbissi shall use commercially reasonable efforts, consistent with industry standards, to provide the Service in a professional, workmanlike and defect-free manner. RedAbissi's sole responsibility for any defects in the Service is to use commercially reasonable efforts to promptly correct such defects.

The User acknowledges and accepts that the presence of such defects, or any other malfunctioning of the Service, shall not constitute grounds for claiming compensation or reimbursement of any kind or amount whatsoever.

Section 6. Declarations, Warranties, Liability and Limitations

6.1 - Guarantee of the Correctness of User Information

The User represents and warrants:
  a. that all information provided by him to RedAbissi is complete, correct and up-to-date;
  b. that all data processing is carried out in accordance with the regulations in force concerning the processing of personal data and privacy;
  c. to be entitled to authorise, and to authorise RedAbissi to exercise all rights necessary to execute these Conditions. Nothing in these Terms limits or excludes the User's liability for fraud or gross negligence. All correspondence between the User and RedAbissi, including its collaborators, may be recorded and archived.

6.2 - Responsibility for Published Information

In view of the nature and characteristics of the Service and its operation, the Client, also in its capacity as the party responsible for the act of its employee, clerk or auxiliary pursuant to articles 1228 and/or 2049 of the Civil Code, agrees to fully indemnify and hold harmless RedAbissi in the event that the latter is requested or required, directly or jointly and severally, either extra-judicially or judicially, to pay amounts, by way of example but not limited to, for damages, compensation, penalties (criminal, administrative (criminal, administrative, fiscal or other) sanctions in relation to the content of the communications and information transited or in any case transmitted through the Service, the legitimacy of the same, as well as the conduct of the Customer, its staff, employees, collaborators, end customers, or in any case of any person for whose actions the Customer is held liable by law or contract.

Civil and criminal liability in connection with information published via the Service offered by RedAbissi remains solely with the Customer.

6.3 - Liability for User Default

The User undertakes to fully indemnify and hold RedAbissi harmless from all damages, losses, liabilities, costs, charges and expenses, including any legal fees, which may be suffered or incurred by RedAbissi or for which the same is claimed, and which would not have been so suffered or incurred or claimed if:

(i) the User has fulfilled its obligations under these Licence Terms, and

(ii) the representations and warranties made by the User in accepting these Conditions were true, correct, complete and not misleading.

The User also agrees to fully indemnify and hold harmless RedAbissi from all damages, losses, liabilities, costs, charges and expenses, including any legal fees that may be suffered or incurred by RedAbissi or of which the same is the subject of a request for payment, in any case related to the sending of information contained within the User's messages, even in the event of damages claimed by third parties for any reason.

6.4 - Responsibility for Use of the Service

The User acknowledges and recognises that the use of the Service shall take place, in compliance with these Conditions, in full autonomy and that, consequently, the Party shall be exclusively and directly responsible for it.

The User undertakes to inform its employees, and all those who will have access to the Service in any case by virtue of the relationship existing with the Customer, and have them sign the undertaking to observe the obligations arising from these Conditions, ensuring in all cases that they are aware of them and undertaking to do everything possible to ensure that these obligations are duly observed.

RedAbissi and its employees and/or collaborators do not assume any responsibility in relation to the use of the Service by the User and to this end the latter irrevocably undertakes, expressly exempting third party beneficiaries from the burden of declaring that they wish to take advantage of it to fully indemnify and hold harmless RedAbissi and its employees and collaborators from any damage or prejudice, whether contractual or non-contractual, that may arise, directly or indirectly, from the User's use of the Service and execution of the Conditions.

These provisions shall remain valid and effective even after the termination of the effects of these Conditions, for any cause whatsoever, including expiry of the terms, termination or withdrawal of the RedHab Platform Use Agreement (*Main Agreement*) by the Customer.

6.5 - Failures Due to External Events

RedAbissi shall not be held liable in any way for the malfunctioning of the Service or the impossibility or difficulty of carrying out the ancillary services resulting from the responsibility of the operators of telephone lines, electricity lines and global and national networks, by way of example but not limited to, as a result of faults, overloads, interruptions, etc.

6.6 - Force Majeure

RedAbissi shall not be held liable in any way for non-performance of this Contract resulting from causes beyond its reasonable control or from force majeure or unforeseeable circumstances.

"Force majeure" means the occurrence of an event or circumstance that prevents or hinders a party in the performance of one or more of its contractual obligations, if and to the extent that such party proves: (a) that such hindrance is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the hindrance could not reasonably have been avoided or overcome by the party concerned.

In the absence of proof to the contrary, the following events affecting a party are presumed to satisfy conditions (a) and (b) of this Article (i) war (whether declared or undeclared), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority, whether lawful or unlawful, fulfilment of a law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) pandemic, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged interruption of transportation, telecommunications, information systems or energy; (vii) general labour disturbances such as boycott, strike and lockout, slowdown, occupation of factories and premises.

6.7 - Interruptions due to exceptional events

RedAbissi is committed to maintaining the efficiency and functionality of the Service; should it be forced to interrupt its use due to exceptional events or for maintenance, it will contain such interruptions or suspensions as quickly as possible, providing timely updates to the User.

RedAbissi shall define the appropriate access procedures and reserves the right to improve them at any time; it shall also provide the Customer, at the Customer's request, with all the technical specifications for accessing the Service and making proper use of it in accordance with the provisions of this Contract.

6.8 - Defaults by Third Parties

RedAbissi shall also not be liable for the conduct or omissions of third parties that affect the operation of the Service, including, but not limited to, slowdowns in speed or failure of the telephone lines and processors that manage telematic traffic between the User and the Service.

6.9 - Third Party Services

In the event that the User uses features of the Service made available by third parties, including network operators and publicly or privately provided API (*Application Programming Interface*) services, the following conditions shall apply:

- RedAbissi allows access to these features on the understanding that they are subject to terms, conditions and limitations imposed by the relevant providers and that in no event shall RedAbissi be liable for the failure or improper functioning of these features. The Client is obliged to comply in all respects with the Terms of Service of supported third party Services, such as:

- the Facebook Terms of Service published at https://www.facebook.com/terms.php and https://www.facebook.com/page_guidelines.php
- Instagram's Terms of Service published at https://help.instagram.com/478745558852511
- LinkedIn's Terms of Service published at https://www.linkedin.com/legal/user-agreement
- Telegram's Terms of Service published at https://telegram.org/tos
- Google's Terms of Service published at https://support.google.com/business/answer/7667250
- or any Terms of Service issued by any social network or any third-party service that you may manage using the Service.
- in the event that the third party changes, suspends or discontinues the provision of such functionalities, RedAbissi may consequently change, suspend or discontinue access to such services, without notification and without obligation to refund for partial or unused months of the Service due to these causes;
- further, RedAbissi shall be entitled to suspend the use of the Service that is directly dependent on services offered by such third parties.

In any case, this is without prejudice to RedAbissi's right, where necessary, to use different suppliers in order to guarantee the functionality of the Service. In this regard, the User authorises RedAbissi to provide these third parties with all necessary information.

Section 7. Ownership of data relating to use of the Service by Users and conditions of use of the Service.

7.1 - Method of processing the User's data

Notwithstanding the fact that according to the legislation in force personal data is any information relating exclusively to a natural person, the User acknowledges that RedAbissi will provide for the processing of the data (including those relating to its delegates and persons appointed by it to manage relations with RedAbissi), in accordance with the legislation in force and as indicated in the information notice pursuant to Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679 (viewable in the User reserved area of the Platform provided by RedAbissi). The processing of such data is necessary to execute a Contract to which the Customer is a party, solely and exclusively for the performance of the services set out in these Conditions.

The Personal Data is the exclusive property of the User and RedAbissi undertakes not to use it in any way other than for the fulfilment of these Conditions.

Redabissi - pursuant to the attached "Data Processing Agreement" - shall act as Data Processor for the management, maintenance and updating of the platform; to this end, it is the sole responsibility of the Data Controller to regulate the conditions of the processing of personal data and to provide instructions on the means and purposes of the processing to the Data Processor (by signing a data processing agreement between the Data Controller and the Data Processor pursuant to Article 28 of the GDPR).

7.2 - Aggregate Data

As agreed between the Parties, RedAbissi holds all rights to the use of statistical information, data and related analysis in aggregate form, resulting from the use of the Service by its Clients. Such data in aggregate form does not include personal data and the User expressly authorizes RedAbissi to use the same for the purpose of improving the functionality of the Service or for the purpose of statistical information that can be published always in aggregate form.

7.3 - Advertising

The User authorises RedAbissi to use its name and logo in presentations, marketing materials, customer lists, financial reports. Without prejudice to the provisions of Articles 3.1 and 3.2 above of these Conditions, the use by the Client of the logo, trade name and any other distinctive sign relating to the Service must be requested in advance by the Client in writing and authorised, again in writing, by RedAbissi.

7.4 - Validity of Amendments and/or Additions

RedAbissi may unilaterally modify the Licence of Use Conditions and the General Conditions of Use of the RedHab Platform. Any change to these Conditions will be effective from the moment the new version of the Conditions is accepted online by the User.

In the event that the User does not wish to accept the aforementioned changes and/or additions, he/she shall notify RedAbissi, which reserves the right to terminate the Licence Terms.

7.5 - Validity of Conditions of Use

The terms and conditions of the Licence of Use are understood to be accepted in full by the User even in the event of non-gratuitous and/or temporary use of the functionalities provided in any capacity by RedAbissi.

Section 8. Applicable Law and Jurisdiction, Final Clauses

8.1 - Applicable Law and Jurisdiction

These Conditions shall be governed by and construed in accordance with Italian law, and the User expressly agrees that all disputes arising out of the interpretation, validity, effectiveness, execution and termination of the Licence of Use Conditions - shall be submitted to mediation attempt governed by the *Fast Track Mediation Rules* (FTMR) of the Chamber of Arbitration of Milan, which the parties expressly declare to know and accept. The parties undertake to resort to mediation before commencing any arbitration or judicial proceedings.

In the event that the mediation attempt provided for by the FTMR fails, any dispute, even of a non-contractual nature, arising out of the interpretation, application, performance of this contract, relating to or connected with the same, shall be settled by arbitration in accordance with the Rules of the Chamber of Arbitration of Milan, by a sole arbitrator, appointed in accordance with such Rules. The Arbitral Court shall judge according to Italian law and the seat of arbitration shall be Milan. The language of the arbitration shall be Italian.

8.2 - Final Clauses

These Conditions, of which all the annexes indicated are an integral and substantial part, supersede and replace all agreements, understandings, negotiations, written or oral, previously made between the Parties and concerning the subject matter of the Service.

The circumstance that one of the Parties does not promptly enforce its rights under one or more of the clauses of these Conditions shall never be construed as a general and tacit waiver of the rights and obligations set forth in the clause, nor shall it prevent that Party from subsequently demanding strict and punctual compliance with any and all contractual clauses.

Should one or more of the clauses of these Conditions be declared null and void or ineffective by the competent authority, the remaining Conditions shall continue to be valid between the Parties, unless the said clause constituted a decisive reason for the signing of these Conditions.

8.3 - Communications

Any communication of any nature whatsoever relating and/or connected with these Licence Terms should be addressed by email to the following address: help@redabissi.com

Section 9. - Express Acceptance

9.1 - Pursuant to and for the purposes of the laws in force, the User further declares that he/she expressly accepts without reservation the following clauses: 2.2 User access to the Service; 2.3 Modalities of use of the Service; 2.4 Contents; 3.2 Use under sub-licence; 5 Exclusion of Warranties; 6 Declarations, guarantees, liability and limitations; 7.4 Validity of the conditions of use; 8.1 Applicable law and Competent Court; 8.2 Final clauses.