

# GENERAL CONDITIONS OF CONTRACT - EDILPORTALE

Edilportale.com S.p.A.

via Loiacono 20, 70126 Bari - Italy P.IVA (VAT n.) 05611580720

## RECITALS

These General Terms and Conditions of Contract, together with the particular terms and conditions of contract contained in the MOL, regulate the terms and conditions of supply and use of the Services directly provided by Edilportale.com S.P.A., having its registered office in Bari, Italy, Via Loiacono 20, Italian VAT and tax code No. 05611580720, REA (Economic and Administrative Index) No. 429007 through their websites and Archiproducts Milano. Upon acceptance of these General Terms and Conditions of Contract, the Customer declares that he/she has read, understood and accepted all the contractual clauses herein, and acknowledges and accepts that changes may occur related to additions and/or updates associated with the services and the manner in which they are provided, and agrees to accept them as of now. The services are provided through websites owned and managed by Edilportale: [www.edilportale.com](http://www.edilportale.com), [www.archiportale.com](http://www.archiportale.com), [www.archilovers.com](http://www.archilovers.com), [www.archiproducts.com](http://www.archiproducts.com) and [www.daloom.com](http://www.daloom.com). If one or more clauses of these General Terms and Conditions of Contract are held invalid, the other clauses of these General Terms and Conditions of Contract as well as the clauses as a whole shall remain in full force and effect.

## 1 - Definitions:

- i) Edilportale:** Edilportale.com S.P.A., having its registered office in Bari, Italy, Via Loiacono 20, Italian VAT and tax code No. 05611580720, REA (Economic and Administrative Index) No. 429007, an Italian company working in the field of construction, architecture and design, owner of the portals [www.edilportale.com](http://www.edilportale.com), [www.archiportale.com](http://www.archiportale.com), [www.archilovers.com](http://www.archilovers.com), [www.archiproducts.com](http://www.archiproducts.com), as well as of the trademarks [www.archiportale.com](http://www.archiportale.com), [www.archilovers.com](http://www.archilovers.com), [www.archiproducts.com](http://www.archiproducts.com), supplies the Services representing the subject matter of these General Terms and Conditions of Contract;
- ii) Archiproducts Milano:** a designer space owned and managed by Edilportale.com S.p.A., located in Via Tortona n. 31, Milan, Italy, or another location in Milan, Italy, and used to exhibit Clients' products and to realize and/or host Events;
- iii) Customer/Client:** the individual as a legal person or (public or private) body asking for the supply of the Services representing the subject matter of these General Terms and Conditions of Contract;
- iv) Services:** the web, communication, marketing and promotion services provided for by Edilportale, that are available and can be purchased upon the terms and conditions set out in these General Terms and Conditions of Contract as well as in the MOL. Any services which are not listed in these General Terms and Conditions of Contract can be supplied upon the terms and conditions set out by Edilportale in a separate contract;
- v) MOL:** Order and registration online form which describes the currently valid purchased service;
- vi) Events:** Conferences, Workshops, Seminars, Shootings and Commercial and/or Marketing meetings organized and/or hosted inside the Archiproducts Milano location or advertised on Edilportale network web pages;
- vii) SaaS (Software as a Service):** a licensing and distribution model used to provide software applications on the Internet;
- viii) Plug-in Services:** Edilportale services based on the SaaS platform and which can be installed on third-party sites;
- x) Stand-alone:** A SAAS product in "stand-alone" mode is a fully autonomous application that is provided to users as an online service. Users can access the application through a web browser and use all its features without the need to integrate it with other systems.
- xi) Embedded:** A SAAS product in "embedded" mode is integrated into another solution. Instead of being used as an independent application, SAAS software is embedded in an existing platform.

The recitals and the definitions are parts of the Contract.

## 2 - SUBJECT MATTER OF THE CONTRACT

The subject matter of this contract is the purchase by the Customer of services, such as advertising, DEM, Newsletter, Products Directory Membership, Social Media ADS, creation of BIM and 3D items, video production services, Advertising services on Edilportale Tour, advertising services on the Edilportale Digital Forum and Edilportale Live Talks, Data Pooling services, Webinar services, products promotional and visibility service such as Product Placement and Room in Archiproducts Milano, Services for the implementation of an online showroom (Plug-in services), Product Launch

Pack Service, Application Programming Interface Service, provided for by Edilportale as selected and indicated by the Client by filling out the MOL.

## 3 - RESERVED AREA

Edilportale makes available to the Client a reserved area, accessible through the authentication credentials that the Client uses and carefully preserves under its sole responsibility.

Through the reserved area the Client can handle its account settings, display all the aggregated data concerning the purchased services and communicate with the users who have given proper consent to the treatment of personal data, with the limits set out by art. 17.5.

The access to the reserved area is always possible, with the exception set out by art. 17.16.

## 4 - DESCRIPTION AND SUPPLY OF THE SERVICES PRODUCTS DIRECTORY MEMBERSHIP, DEM NEWSLETTER, ADVERTISING, SOCIAL MEDIA ADS

### 4.1 Product Archive

The subject matter of the Products Directory Services is the publication of the technical Products Sheets (hereinafter the "Product-Sheets") and a company master file (hereinafter referred to as "Company File") on Edilportale's websites through a structured directory. The Product-Sheet is made up of a single web page describing a product and its technical specifications through texts and images, and a form for the request of information. The Company-Product Sheet is made up of a single web page describing the company's activity through texts and images and containing the contact details as well as a form for the request of information. The Client declares that they fully accept the technical and graphic standards envisaged for the Product Sheets by Edilportale, such as for instance: web layout, web structure, shapes, dimensions and colours, position of the link, automatic recalling of the related items, automation of the forms for the request of information, etc. Each Product Sheet only represents one single commercial product; therefore, only variants of that product shall be allowed on the same Product Sheet, provided that they represent products with the same commercial name or that they fall within a single product category. Captions, product classification of the Product Sheets, subdivision or grouping of products or articles in the same Product-Sheets, as well as the publication of Product Sheets whose content does not represent an item actually sold by the Client shall be at Edilportale's sole discretion. If Edilportale publishes Product-Sheets, this shall be performed according to a timeframe depending on the priority of the works in progress, therefore Edilportale shall not be deemed as liable for not respecting the terms and conditions or the deadlines set out by the Client. The term of the Catalogue Services is one year starting from the effective date of publication of the Product Sheets. In the event of a deferred publication of the Product-Sheets belonging to the same contract, the annual term shall be calculated starting from the date of publication of the first Product Sheet.

### 4.2 DEM - Newsletter Services

The subject matter of the DEM - Newsletter Services, Profiled Newsletter, Regional Newsletter, Large rectangle, banners and Product focus in the editorial Newsletter, etc., is sending on behalf of the Client one or more promotional messages sent by Edilportale by e-mail to its database of e-mail addresses (hereinafter the "Mailing List"). The used databases are exclusive property of Edilportale and are made up of the users registered to its websites, who have provided their explicit consent and suitable authorization to receive commercial information from third parties. The databases cannot be disclosed to or purchased by an Client. Edilportale agrees to provide the Client with the characteristics of the users' databases in terms of number of recipients, professional profile, home location, etc. The databases are subject to a constant evolution, since they are linked in time to any sudden changes in the number of subscribers; therefore, the Client acknowledges and accepts that the descriptive data contained in the databases indicated in the commercial documents shall be deemed as approximative and relieves Edilportale of any liability concerning the exact number of the members of each database. The Client fully accepts the technical and graphic layout standards, such as for instance the shapes and sizes of the layout, the pagination style of the elements, the positioning of the link to more detailed information, the web structure and pagination of more detailed information,

the automation of the forms for the request of information, etc., that Edilportale shall use in managing the DEM – Newsletter Service. The content of the e-mails sent through the Newsletter Service, such as images, slogans, texts and links contained in the body of the Newsletter as well as any landing pages linked to the Newsletter (hereinafter the "Newsletter Content") provided for by the Client according to the terms and conditions set forth by Art. 4.6 here below shall be formatted by Edilportale on the basis of the above-mentioned standards. The subject matter of the DEM Newsletter and the e-mail address of the sender shall be at Edilportale's sole discretion.

#### 4.3 Advertising Services

The subject matter of the Advertising Services, such as Skin, Large rectangle, Leaderboard Banner, Skyscraper, Modal, Banner, etc., is the location of web advertising spaces to be published on the pages of Edilportale's website, previously selected by the Client by filling out the MOL. The spaces are selected from the price list according to the format, sizes, positions, rotations, supply technologies, limitations and duration (hereinafter the "Service Specifications") specified and validly available on the MOL or the Media Kit applicable to the purchase of the concerned service. These Service Specifications can be subject to any changes due to improvements of the used technology made by Edilportale during the term of the contract without prior notice. The Advertising Services term shall start from the effective date of publication of the advertisement on the selected pages of the website. The data concerning the number of the average impression of the Advertising Services are calculated on the basis of the performances measured over a specific period of time. Such calculations are subject to natural variations in time and, therefore, cannot guarantee the same performance in the future. Purchased clicks related to the AdWords Service can be used until stocks last and in any case within a year starting from their activation. After one year any residual clicks shall not be refunded and cannot be used any longer.

##### 4.3.1 Advertising Services Within the Guide

The Advertising Services within the Guide have as their objective the purchase of advertising space within the Guide prepared by Edilportale for the publication of content previously selected by the Client when filling out the MOL according to what is indicated in the Service Brochure. The spaces are listed in the price list and brochure; cost varies according to the positioning on the page, graphics, size, length, colors etc. The Guide will be available in both printed and digital form and can be downloaded from the website or using QR codes or other applications that Edilportale deems appropriate.

#### 4.4 Social Media ADS Services

The subject matter of the Social Media ADS Services is the delivery of Instagram and Facebook ads related to products (in such case the related community is Archiproducts) or projects (in such case the related community is Archilovers).

The ads will be delivered during the 15-day timeframe agreed with the Client. In addition to the choice of the Ad format and the related platform, the Client shall specify, in the MOL, the marketing objective of the Social Media ADS Services. There are two possible objectives: Traffic or Brand Awareness. If the Client doesn't specify these terms (Ad format, platform, objective), Edilportale will choose them in its sole discretion.

The Social Media ADS Services term shall start from the effective date of delivery of the Ads, which shall be provided simultaneously on every available placement, depending on the selected platform and marketing objective, in order to achieve the most results with the least cost. The Ads will be visible on Facebook timeline or on the Instagram feed at the discretion of Edilportale's social team. The budget allocated to the sponsorship corresponds to approximately 20% of the entire cost of the Services.

In the reserved area the Client will be able to consult the main KPI (Key Performance Indicators: Reach, Impression, Click, Views) for each Ad. At the end of the Social Media ADS Services, the Client will be able to request a detailed report of the campaign.

#### 4.5 Timeframe for the planning of Services

For the Services mentioned in articles 4.2 (DEM – Newsletter Services), 4.3 (Advertising Services) and 4.4 (Social Media ADS Services) above, the Client has the option to specify a date of publication in the Order Form and for each purchased Service, which Edilportale agrees to meet according to the actual availability of the spaces. In case of unavailability, the parties hereto agree to define a Timeframe for the planning of Services according to the availability upon the date of purchase. Edilportale agrees to notify the Client the Timeframe in writing by sending an e-mail to the address indicated in the MOL. The Customer has the right to modify the proposed Timeframe, fully or partially, by answering in writing by e-mail within 5 working days starting from the receipt of the Timeframe. If the Customer does not send any communication within the indicated time-limit, the Timeframe shall be deemed as accepted and registered on the calendar. For Services that must be supplied within a short period of time or for which the date of publication indicated by the Customer is envisaged within 5 working days starting from the transmission of the MOL, the date of the concerned Service, if available, is deemed as automatically committed and cannot be modified any longer. For Services whose supply depends on the publication of the Catalogue

Product-Sheets as indicated in art. 4.1, Edilportale reserves the right to modify the Timeframe according to the time necessary to complete the Product-Sheets. The dates of the supply of the Services agreed upon by the Client according to the above-mentioned methods must be considered as exclusively and legally binding for the Customer, who acknowledges and accepts to pay the entire cost for the use agreed upon, even if the Customer later decides to only partially use or not to use the Services at all. The Client has the right to ask to postpone in time one or more planned Services no later than 30 days prior the date planned for the supply of the Service. The Customer acknowledges that after the above-mentioned time-limit no postponement of the date shall be possible and he/she has to pay the entire cost for the Services, even if the Customer decides to only partially use or not to use the Services at all.

#### 4.6 Working materials and approval of draft Services

##### 4.6.1 Working materials

The Client will provide Edilportale with all materials necessary for the complete graphic and functional implementation of the Service purchased, and/or indicate the official sources containing such information (hereinafter "Material"). Edilportale will only accept Material sent in digital form (Excel files, web pages, images, word documents, pdf, etc.) accompanied by full descriptive information. Edilportale reserves the right to reject the Material if it is not complete and not sufficient for publication and in any case does not conform to the Edilportale editorial guidelines. Edilportale will support the Client in choosing the most suitable material for publication. Images containing watermarks, logos or graphics of any kind will not be accepted. Any photographic credits shall be specified in text form.

##### 4.6.2 Approval of the services: Membership - Product Archive

For Services referred to in point 4.1 (Membership - Product Archive), Edilportale shall proceed under the Client's supervision to create and publish the services: Company profile and Product profiles. The services shall be submitted to the Client for verification by sending a publication notification by email containing links to the published pages. The Client will promptly report any errors, omissions or inconsistencies detected between that which is published and notified by Edilportale and the Material and information sent by the Client. The Client may propose a 'revision' of the published pages in a single and definitive written list of corrections and/or additions. After the first publication for the entire duration of the Membership service, the Client may continue to send additions to the content whose creation, publication and notification shall take place following the same procedure as the first publication. Edilportale may also arrange for periodic reviews and updating of the Client's Company profile and product profiles, modifying content where there is a need for updating or inconsistencies between the pages published and the information found on the customer's website or other official sources. Edilportale will proceed independently to replace or delete text, images, catalogues, files, etc., without prejudice to the possibility of a request for correction by the Client of any inaccuracies that emerge during subsequent verifications and unless the Client vetoes the modification of the published material. Edilportale may also proceed, with contemporaneous notification to the Client and in the absence of express refusal by the Client, to publish new content in already published company data sheets and product data sheets, or with the creation and publication of new product data sheets where such new products are the subject of publication on the Client's corporate website; the subject of press releases by the Client; the subject of publication in the Client's catalogues; presentations at trade fairs in which the Client participates as an exhibitor; or the subject of DEM and ADV services commissioned by the Client from Edilportale.

##### 4.6.3 Approval of DEM, ADV and Social Media Campaign services

For Services referred to in points 4.2 (DEM-Newsletters), 4.3 (Advertising) and 4.4 (Social Media Campaigns) and, in general, for all Services regulated by delivery deadlines, Edilportale, in accordance with the Client's written instructions, shall prepare a "service draft" to be submitted in advance to the Client. The Client will promptly notify Edilportale of any inconsistencies found between the draft created by Edilportale and the Material or information sent and shall be entitled to propose a "revision" of the draft on the basis of a single and final written list of corrections and/or additions to the draft submitted by Edilportale. It will not be possible for the Client to produce revisions subsequent to the first revision or to request variations or additions to the submitted revision document.

##### 4.6.4 Sending the Material

For the Services mentioned in articles 4.2 (DEM – Newsletter Services), 4.3 (Advertising Services) and 4.4 (Social Media ADS Services), as well as for any and all Services with set time-limits, the Material must be sent within 5 working days (Saturdays shall not be considered as working days) starting from the date of publication of the Services as indicated in the Timeframe document in art. 4.5. Any reviews of the drafts sent by the Customer must be transmitted within a suitable time-limit in order to allow Edilportale to apply the requested modifications prior to the date of publication of the Services, and cannot be sent after the latest time-limit set out at 12:00 a.m. of the working day prior to the date of publication of the Services. For the Services

mentioned in art. 4.4 (Social Media ADS Services), any possible draft revisions shall be communicated at the latest within 2 working days before the start of the planned timeframe. If the Customer does not send any notification within the above-mentioned time-limit, any drafts sent by Edilportale are deemed as fully accepted without the possibility to apply any further modifications by the Customer. If the Material necessary to perform the Services is sent to Edilportale after 5 working days, but in any case within 12:00 a.m. of the working day prior to the date of publication of the Services, the Customer acknowledges and accepts that Edilportale shall only publish the ready Material or shall perform the Services directly following the written instructions given by the Customer, but without providing a draft as well as without the possibility to apply any review by the Customer. In such a case the Services shall be deemed as accepted in the same way as prepared and published, without the possibility of any further modifications by the Customer. If the Material needed to fully perform the Services is not sent within 12:00 a.m. of the working day prior to the envisaged date of publication of the Services, the Customer acknowledges that Edilportale shall no longer be able to provide the Services and explicitly agrees to pay the entire cost agreed upon in any case. If the necessary material - mentioned in art. 4.4 (Social Media ADS Services) - is not transmitted to Edilportale within the time limit laid down by the present Contract, the Client agrees that Edilportale will provide the Services by selecting the material that it already owns. For the Services mentioned in art. 4.1 (Products Directory Membership) and in any case for any and all Services with no set date of publication, the maximum time-limit to send the Material is one year starting from the transmission of the MOL; after this time-limit the Customer shall lose the right to publish the Services and accepts to pay the entire cost agreed upon in any case.

## **5 - DESCRIPTION AND SUPPLY OF THE PRODUCTION SERVICES FOR BIM AND 3D ITEMS**

### **5.1 Production Services for BIM and 3D items**

The Production Services for BIM and 3D items concern the creation by Edilportale of BIM and/or 3D product files previously agreed upon with the Customer by filling out the MOL. Any and all files are prepared and provided for by Edilportale in the formats and extensions indicated and specified in the MOL and contractually agreed with the Customer using the latest software versions available on the market, regularly registered and licensed by Edilportale on the date of execution of the contract. The files may be subject to any modifications due to technological improvements occurred during their creation without prior notice by Edilportale. The exchange files in BIM and/or CAD 2D-3D format, as indicated in the MOL, if required by the Customer, are created and provided for by Edilportale by exporting native files according to the criteria managed by the used BIM Authoring software. The BIM files shall be created in compliance with the technical specifications as well as the graphic layouts provided for by the Customer for their creation according to art. 5.2. The Services shall be only supplied upon prior purchase of the Membership by the Customer, unless he/ she has already an active or valid Membership. The BIM libraries will be given to the manufacturer who becomes their only owner. He is therefore free to use and spread them as he/she wishes, using his own communication channels or third-parties websites, on which the manufacturer has been present. The subject matter of the Publication Services of the BIM file is the publication on the websites of the network belonging to Edilportale, in particular on BIM.archiproducts, a website dedicated to any and all BIM items created for the Customer. The BIM files are uploaded as attachments inside descriptive technical cards created for each product according to the terms and conditions of the Membership Service, and are available for the registered users on Edilportale's websites. Edilportale undertakes to guarantee their visibility in compliance with the technical and graphic standards of the Cards, such as for instance: format and colours of the icons, positioning of the automatic recall of related items inside the Cards. Each BIM file shall be available to be downloaded for free by registered users or upon prior filling out of a form containing their personal data, that can be accessed and used by the Customer as indicated in art. 15.5. Moreover, any and all BIM files have a specific badge, owned by Edilportale.com, certifying the validity of the BIM items or the fulfillment of any and all standards and requirements recognised by the BIM Design Team as a necessary condition for their use inside projects developed with BIM technology in any and all design, construction and management phase.

### **5.2 Working material and approval of drafts**

The Client agrees to promptly provide Edilportale with all the Material (hereinafter the "Material") needed for the complete graphic and functional layout of the purchased Service. Edilportale shall only accept Material in digital format (files, web pages, images, Word documents, .pdf documents, .dwg documents, 3D files, etc.) accompanied by an exhaustive description or by any and all technical data to be inserted in the BIM file: alphanumeric and geometric parameters. The Customer has to put at Edilportale's disposal any and all CAD bidimensional files (plan, front view, section) and/or 3D scale files with the correct UCS references necessary to model the BIM items. If the drawing files are not available, the Customer acknowledges and accepts that Edilportale develops on his/her behalf BIM models of his/her products according to the provided Material or with an approximate degree allowing the item to be recognised, but it could not have a millimetric precision in its forms

and dimensions. In the cases the Material provided to Edilportale to perform the Services is not complete, the production of the BIM items shall not be started. The Customer acknowledges and accepts that Edilportale shall start producing the concerned items only when any and all data required in the MOL and agreed upon are provided. The Customer undertakes to notify within two weeks starting from the receipt of the BIM files any differences detected between the project created by Edilportale and the provided Material and shall have the right to require a review according to a written, unique and definitive list of corrections compared to what has been prepared and presented by Edilportale. The Customer shall not have the possibility to review the items more than once or to request any modifications of the provided data or any integrations to the files with information that have not been communicated to Edilportale or that have not been agreed upon by filling out the MOL. The Customer shall have the possibility to require any modifications of any wrongly provided data and/or any not agreed integrations by filling out the MOL, or not present in the Material provided to Edilportale, on condition that he/she accepts any further costs deemed as suitable by Edilportale for their processing.

## **6 - DESCRIPTION AND DELIVERY METHOD OF THE PRODUCTION SERVICES FOR COMPLIMENTARY BIM OBJECTS**

### **6.1 Production Service for complimentary BIM objects**

The Production Services for complimentary BIM objects concern the creation, by Edilportale, of BIM product files, previously agreed upon with the Customer after filling out the MOL. All files are created and provided by Edilportale using BIM Authoring Autodesk Revit software. The Service may be provided only after the Customer has filled out the MOL in which BIM is expressly set out as complimentary with purchase of the Membership service. The files may be subject to change due to technological improvements during the period of creation, without prior notice from Edilportale. The complimentary BIM files will be produced in compliance with the technical information and graphics provided by the Customer for their creation, in accordance with the provisions of point 6.2. The purpose of the complimentary BIM files Publication Service is publication on the Edilportale network websites, in particular on BIM.archiproducts, a dedicated website, of all the complimentary BIM objects created for the Customer. The free BIM files are TERMS AND CONDITIONS Edilportale.com S.p.A. (Archiproducts, Archiportale, Archilovers), via Loiacono 20, 70126 Bari - Italy P.IVA (VAT n.) 05611580720 uploaded as attachments in the descriptive data sheets, as agreed with the customer, and made available to registered users on the Edilportale sites. Edilportale is committed to ensuring their visibility, in compliance with the technical and graphic standards provided by the Sheets, such as: icon colouring and format, positioning of the automatic recall of related objects within the Sheets. Each complimentary BIM file will be available for free download by registered Users, or after filling in a form with their personal data, nextly made available to the Customer and usable by them as specified in paragraph 15.5. All complimentary BIM files created are also accompanied by a specific badge, owned by Edilportale.com, which certifies the validity of the BIM objects, i.e. the fulfilment of all standards and requirements recognised by the BIM Design Team as essential for their use within projects developed using BIM technology, in all phases of design, creation and management. With the delivery of the complimentary BIMs, the customer obtains a licence to use them for the validity period of the Membership service purchased. The complimentary BIMs will be published on the BIM.archiproducts website and customers may publish them freely on their own websites for the entire validity period of the Membership service. The publication of free BIMs on third-party websites and their use after expiry of the validity period of the Membership service purchased is prohibited.

### **6.2 Processing material and draft approval**

The Client undertakes to provide Edilportale, as soon as possible, and in any case no later than three months after filling out the MOL, with all the material (hereinafter referred to as "Material") necessary for complete graphic and functional implementation of the complimentary BIM Service. Edilportale will only accept Material sent in digital format (files, web pages, images, word documents, pdf, dwg, 3D files, etc.), accompanied by comprehensive information, or complete with all the technical data to be included in the BIM files: alphanumeric and geometric parameters. It is mandatory for the Customer to give Edilportale access to all the two-dimensional CAD drawing files (plan, elevation, section) and/or 3D drawing files, to scale and with the correct UCS references, necessary for modelling BIM objects. If the drawing files are not available, the Customer consciously accepts that Edilportale will produce BIM models for them of the products indicated based on the material supplied, or with a degree of approximation such that the object will be recognisable, but may not have millimetric precision in terms of shape and size. In the event that the Material necessary for implementing the Service is not received in full by Edilportale, production of the complimentary BIM objects will not begin. The Customer acknowledges and accepts that Edilportale will proceed with processing only when all the data, requested in the MOL and agreed upon, has been provided. The Customer undertakes to report, within two weeks from the delivery of the BIM files, any inconsistencies found between what Edilportale has done and the Material supplied. The Customer will have the right to request a 'review', on the basis of a written list,

exclusive and final, of corrections to what Edilportale has presented. It will not be possible for the Customer to produce revisions subsequent to the first, or to request changes to the data provided, or additions to the files with information not sent to Edilportale, or not agreed upon when the MOL was filled out. The Customer may request changes to data supplied in error and/or additions "not agreed upon" when the MOL was filled out, or absent from the Material supplied to Edilportale, provided that the Customer accepts any additional costs, deemed appropriate by Edilportale, for the processing of such changes.

## **7 - DESCRIPTION AND METHODS OF SUPPLY OF VIDEO PRODUCTION SERVICES**

### **7.1 Video Production Services**

These Services consist in the realization of a videoclip in order to tell about any products in case of Product Videos, companies in case of Corporate Videos, processes and ideas in case of Video Interviews brands are founded on according to the methods and technical specifications set out in the MOL filled out by the Customer. The realization of videos, its shooting, style, cutting and music selection are made by Edilportale in compliance with the format and the ideas of the video family feeling typology. The Video Production Services by Edilportale include: analysis of the brand and product; realization of the storyboard; analysis of the storytelling in case of videos, which do not only have a technical nature; music selection with license; video cutting; colour correction; audio editing; post-production of about three minutes.

### **7.2 Additional options**

Edilportale supplies the Video Production Services also through Additional Options as specified here below, upon consideration and according to the costs, methods, terms and conditions and timing indicated in the MOL as well as in these General Terms and Conditions of Contract. The additional options concern the possible use of a Studio for finished products, without cutting the shot materials in place, or a Studio Setting located in Brescia, Italy, for the cutting of materials in place, the use of Graphics for bisimensional graphic compositing, animated or not, the possible use of Drones, Voice Over, 2D Animation, including animated bidimensional graphic composites, 3D Animation including production, setting, rendering and post-production based on models provided for by the Customer in OBJ and DWG format, Video 3D including production, setting and rendering scenes, texture insertion and support modelling (the 3D model of the product is provided for by the company in CAD or OBJ format), rendering of the selected scenes, cutting and final post-production of the video with the insertion of the instructions/effects specifically required, music, voice off and any finishing modifications required by the Customer, the insertion of Subtitles, i.e. the professional translation and transcription on the video of the audio messages in the following languages: Italian, German, English, French and Spanish, max. 600 words according to the subtitles).

### **7.3 Time planning of the Services**

The final video, except for production periods to coincide with events such as Exhibitions, etc., shall be realized within 3 weeks starting from the last shooting day, sent in preview to let the Customer watch it and published within 2 days starting from its transmission. In all other cases, the maximum waiting time shall be 6 weeks.

### **7.4 Working material**

In order to make the work of the cast easier during the shooting the Customer undertakes to provide the help of a reference partner of his/her own company. The Customer undertakes to provide Edilportale/Archiproducts with any and all necessary Material to complete the graphic and functional layout of the purchased Services. If, for any reasons that do not depend on Edilportale, the abovementioned Material or help cannot be provided for, Edilportale shall not be deemed as liable for any failing of such Material or help. The purchased Services are not subject to any satisfaction clause by the Customer and, therefore, shall be accepted without any objections.

## **8 - DESCRIPTION AND METHODS OF SUPPLY OF THE CO-MARKETING AND ADVERTISING SERVICES ON THE OCCASION OF EVENTS AND EXHIBITIONS**

### **8.1 Co-Marketing and Advertising Services**

Such Services consist in the sale of online and offline advertising spaces, such as brochures, web specials, billpostings, newsletters, video productions, social media marketing, search engine marketing, according to the methods and specifications set out in the MOL filled out by the Customer.

## **9. DESCRIPTION AND METHODS OF SUPPLY OF THE DATA POOLING SERVICES**

Such Services consist in a collection of user events that allows the Client to start an advertising campaign addressed to a pool of users appropriately profiled.

This collection of user events is created by using a javascript, provided by the Client and placed inside the Edilportale network web pages, that boots on the basis of the required profiling.

By taking advantage of this pool of profiled users, it is possible to make it display profiled advertisements, even on websites not administered by Edilportale, only to users that are tracked on the basis of the following characteristics:

- Belong to a certain profession;
- Belong to a certain region or state;
- Interest shown to a certain product category;
- Interest shown to a certain news category;
- Interest shown to a certain newsletter in-depth article.

These Services produce a much higher conversion rate than the other forms of sponsored communication.

Such Services are supplied according to the methods and technical specifications set out in the MOL filled out by the Customer.

## **10 - DESCRIPTION AND METHODS OF SUPPLY OF THE ADVERTISING SERVICES IN EDILPORTALE TOUR**

### **10.1 Advertising Services in Edilportale Tour**

Such Services are supplied according to the methods and technical specifications set out in the MOL filled out by the Customer and consist of:

- visibility of the company logo throughout the media campaign of the event Edilportale Tour; communication and pre-event invitation with e-mail;
- visibility on the website dedicated to the event Edilportale Tour; advertising on edilportale.com and archiproducts.com; public relations through press release activities before and after the event with the main media channels, public administrations, bodies and category associations;
- visibility of the company logo on the posters of the event; list of the accredited participants in compliance with the Italian privacy law as well as the express authorization by the parties in interest;
- final clip of the whole event with logos, images and trailers the sponsor can use for its own advertising needs;
- In case of EXHIBITOR participation: customized infopoint for the selected stops;
- In case of SPEECH participation: speech during a round-table conference moderated over by a journalist which shall be held during the congress of the selected stop.

The content of the speech shall be defined together with the organizer, in line with the official program, and be exclusively focused on the topic of the event. The speech shall last max 12 minutes. The participation by the sponsoring company shall be communicated and sent no later than 15 days before the beginning of the event and the company cannot raise any claims concerning any communicative actions previously taken on the date of execution of this contract. In case of delayed payment by the sponsoring company, edilportale.com reserves the right not to supply the purchased Services.

## **11. DESCRIPTION AND METHODS FOR PROVIDING ADVERTISING SERVICES IN THE EDILPORTALE DIGITAL FORUM AND EDILPORTALE LIVE TALKS**

These services are provided according to the procedures and technical specifications established in the MOL, and consist mainly in the following packages:

### **11.1 Webinar Sponsor:**

Logo on Webinar Communication Newsletter sent to edilportale.com designers and companies including landing with additional details; Logo on e-mails confirming enrolment in webinars, reminders and post-event thank you notes sent to all registered users; Social Mention with Tags of company profile in the Facebook post of the live webinar; Logo in the webinar video on the Edilportale Youtube channel, linked in news items devoted to the webinar and in the editorial newsletter sent to designers and companies.

### **11.2 Exhibitor:**

Expo Area with company presence in the Expo area and logo linked to the company Virtual Booth providing access to products and Virtual Desk; Virtual Desk consisting in the presence of the contact form with a Videochat function for one-on-one meetings, in the custom company er Virtual booth and Product Sheets; Qualified contact lists providing names of professionals who have visited the company Virtual Desk. Once data has been received, the customer may acquire them by communicating its privacy policy in compliance with GDPR EU 2016/679.

### **11.3 Partner Talk:**

Talk consisting in customer participation in one of the workshops organized by Edilportale. Each workshop will be conducted with an interview format. The content of the talk will be agreed upon in advance taking into account customer needs regarding the presentation of one or more products relating to the workshop theme. Each workshop will last approximately 1 hour and the total time devoted to the customer during each workshop will be approximately 10 minutes. A maximum of 3 companies will participate in each workshop; Partnership consisting in the possibility to freely use the phrase, "Partner in the 2020 Edilportale Digital Forum "; Qualified contact lists with names of professionals who enroll in the workshop in which the

customer participates. Once the Customer receives the data, it may acquire them by communicating its privacy policy in compliance with GDPR EU 2016/679.

#### **11.4 Partner workshop:**

Workshop consisting in the organization by customer of one of the workshops on topics relating to building, construction, design etc. The workshop will last one hour and will be included in the official program of the Digital Forum with the phrase "by <company name>"; Partnership consisting in the possibility to freely use the phrase "Partner in 2020 Edilportale Digital Forum"; Qualified contact lists with names of the professionals who enroll the workshop organized by customer. Once the Customer receives the data, it may process them in accordance with its own privacy policy drawn up in compliance with EU GDPR 2016/679, appointing Edilportale as external data processor.

#### **11.5 Main Partners**

Brand Visibility with logo in all event communications using the phrase "in collaboration with"; Exhibitor consisting in the presence of customer company in the expo area; Virtual Desk with contact form and Videochat application; Main Partnership consisting in the possibility to freely use the phrase "Main Partner of 2020 Edilportale Digital Forum "; Sponsorship of 6 Pre-Event Webinars with logo in all pre- and post-webinar communications, company profile tags in direct facebook posts; logo and mention in Youtube video (Themes and Webinar details on page 6 and 7); Participation in 5 Talks during the workshops organized by Edilportale. Each workshop will be conducted with an interview format. The content of the talk will be agreed upon in advance taking into account customer needs regarding the presentation of one or more products in keeping with the workshop theme. Each workshop will last approximately 1 hour and the total time dedicated to the customer within each workshop will be approximately 10 minutes. A maximum of 3 companies will participate in each workshop; Organization of 5 workshops customized for the customer on topics tied to construction, building, design etc. Each workshop will last one hour and will be included in the official program of the Digital Forum with the phrase "by <customer name>"; Qualified contacts with names of the professionals who have visited the company Virtual Desk and who have enrolled the workshops organized by the customer and workshops in which the customer is present with Talks. Once the Customer receives the data, it may process them in accordance with its own privacy policy drawn up in compliance with EU GDPR 2016/679, appointing Edilportale as external data processor; Facebook Boosts by publishing social posts (up to a maximum of 3 posts) dedicated to the Main Partner company. Posts will be sponsored by intercepting an audience made up of all those who have interacted with the workshop and webinar video posts published on the Edilportale Facebook page, those who have enrolled in the Digital Forum event and workshops organized by the partner company, those who have enrolled in Edilportale webinars.

The dates of publication of the posts will be scheduled during the post-Event period.

#### **11.6 Designation of External Data Processing Manager**

The Client purchasing the Partner Workshop and Main Partner package will communicate to Edilportale the link to its Privacy Policy so that the policy can be included on the registration form and made available to users who register so that they can view it in accordance with the General Regulation on Data Protection No. 2016/679 (EU GDPR). For the sole purpose of this service, with this contract, Client designates Edilportale as External Data Processor. Edilportale accepts the designation and confirms that the company has the technical capacity to act as External Data Processor solely and exclusively in relation to this service, thus excluding responsibility for their content and use by the Client. Edilportale may use its own in-house and external data processors, as well as data processors operating within its organizational structure. At the same time, following the conclusion of this contract, the Client guarantees to use the data received by Edilportale in accordance with its Privacy Policy, in compliance with the provisions of the above-mentioned EU GDPR.

##### **11.1.1 Edilportale Live Talks Service**

Edilportale Live Talks is an Edilportale service that consists in the participation of the brand to one of the workshops organised by the Edilportale editorial team. Each talk lasts approximately 30/50 minutes and it is realised as a video interview. Videos can be both recorded and live. They will be live streamed on Facebook on the Edilportale official account. The content will be previously agreed with the brand. For each talk, Edilportale will curate and publish an advertorial on its networks (after the event) including the talk's highlights and video recording.

## **12. DESCRIPTION AND METHODS OF SUPPLY OF THE WEBINAR SERVICES**

### **12.1 Edilportale Webinar Services**

The Edilportale Webinar Services consist in the promotion of an Event, organised by the Customer, advertised on a "Webinar landing page" and on a second web page where the users will be able to join the Event. The service is supplied through the Zoom Platform, owned by Zoom Video Communication

Inc. Accordingly, the Customer declares to have read and accepted the condition laid down in article 15.2 regarding the indemnity clause set up for the use of the Zoom platform.

The Webinar landing page, through written content and images, describes the topic of the Event, the time at which it will take place, the speakers who will take part and the registration details.

The Customer Organizer of the Event declares to fully accept the technical and graphical standards set out for the Edilportale Webinar landing pages.

### **12.2 Timeframe for the planning of Services**

For the Service mentioned in articles 12 (Webinar Services), the Client has the option to specify a date of publication, which Edilportale agrees to meet according to the actual availability of the spaces. In case of unavailability, the parties hereto agree to define a Timeframe for the planning of Services according to the availability upon the date of purchase. Edilportale agrees to notify the Client the Timeframe in writing by sending an e-mail to the address communicated by the Customer. The Customer has the right to modify the proposed Timeframe, fully or partially, by answering in writing by e-mail within 5 working days starting from the receipt of the Timeframe. If the Customer does not send any communication within the indicated time-limit, the Timeframe shall be deemed as accepted and registered on the calendar. For Services that must be supplied within a short period of time or for which the date of publication indicated by the Customer is envisaged within 5 working days starting from the transmission of the MOL, the date of the concerned Service, if available, is deemed as automatically committed and cannot be modified any longer. The dates of the supply of the Services agreed upon by the Client according to the above-mentioned methods must be considered as exclusively and legally binding for the Customer, who acknowledges and accepts to pay the entire cost for the use agreed upon, even if the Customer later decides to only partially use or not to use the Services at all. The Client has the right to ask to postpone in time one or more planned Services no later than 30 days prior the date planned for the supply of the Service. The Customer acknowledges that after the above-mentioned time-limit no postponement of the date shall be possible and he/she has to pay the entire cost for the Services, even if the Customer decides to only partially use or not to use the Services at all.

### **12.3 Working material and approval of draft**

The Client agrees to promptly provide to Edilportale all the material (hereinafter the "Material") needed for the complete graphic and functional layout of the purchased Service: company logo (vectorial); Webinar title (max 70 characters including spaces); date and time of the Webinar; length of the Webinar (es. 50 min); Webinar language (es. english); maximum number of participants (only if the Customer wants to set up a maximum number of inscription); a short description of the Webinar (max 500 characters including spaces); a long description of the Webinar (max 5000 characters including spaces); name and surname of the speakers; company job of the speakers; a photo of each speaker (jpg format, high resolution).

Edilportale only accepts Material in digital format (files, web pages, images, Word documents, .pdf documents, etc.) accompanied by an exhaustive description. Edilportale reserves the right not to accept the Material, if it's not in compliance with its own editorial policy, and is committed to supporting the Client in the choice of the most appropriate content to be published. Any images with watermarks, logos or graphics shall not be accepted; any possible credits will be specified in a dedicated text. In such a case Edilportale, following the Customer's written instructions, shall create the Service draft, which shall be previewed by the Customer. The Customer agrees to promptly notify any differences detected between the draft prepared by Edilportale and the Material or the instructions given to the company, and shall have the option to request a review of the draft based on a single, definitive and written list of corrections and/or integrations to be applied to the draft presented by Edilportale. The Customer shall not have the possibility to review the draft more than once or to request any modifications or integrations to the reviewed document that has already been sent. Any and all expenses for graphic or text processing of the Material sent by the Customer are at Edilportale's charge. The Material must be sent within 5 working days (Saturdays shall not be considered as working days) starting from the date of publication of the Services as indicated in the Timeframe document in art. 12.2. Any reviews of the drafts sent by the Customer must be transmitted within a suitable time-limit in order to allow Edilportale to apply the requested modifications prior to the date of publication of the Services, and cannot be sent after the latest time-limit set out at 12:00 a.m. of the working day prior to the date of publication of the Services. If the Customer does not send any notification within the above-mentioned time-limit, any drafts sent by Edilportale are deemed as fully accepted without the possibility to apply any further modifications by the Customer. If the Material necessary to perform the Services is sent to Edilportale after 5 working days, but in any case within 12:00 a.m. of the working day prior to the date of publication of the Services, the Customer acknowledges and accepts that Edilportale shall only publish the ready Material or shall perform the Services directly following the written instructions given by the Customer, but without providing a draft as well as without the possibility to apply any review by the Customer. In such a case the Services shall be deemed as accepted in the same way as prepared and published, without the possibility of any further modifications by the

Customer. If the Material needed to fully perform the Services is not sent within 12:00 a.m. of the working day prior to the envisaged date of publication of the Services, the Customer acknowledges that Edilportale shall no longer be able to provide the Services and explicitly agrees to pay the entire cost agreed upon in any case.

#### 12.4 Webinar subscribers' personal data treatment

The Customer who purchased the Webinar services becomes the owner of the subscribers' personal data, which are collected through the Zoom web page. Therefore, the Customer acknowledges and accepts to provide to Edilportale the link to its privacy policy, in order to insert it in the subscription form and make it available to the users in accordance to the General Data Protection Regulation n. 2016/679 (GDPR). Accordingly, the Customer appoints Edilportale, for the sole purpose of this service, as the External Data Processor. Edilportale accepts the appointment by accepting the contract. Edilportale declares to have the technical capacity to be the External Data Processor solely for the purpose of this service, excluding any possible responsibility for the use of the users' personal data by the Customer. Edilportale will be able to employ its own employees, both internal or external, as well as its personal collaborators. By accepting this contract, the Clients guarantees to use the data gathered by Edilportale in accordance to its privacy policy and the GDP regulation.

### 13. DESCRIPTION AND METHODS OF SUPPLY OF THE PRODUCT PLACEMENT AND ROOM SERVICES

#### 13.1 "Room" Mode

The subject matter of the "Room" mode service is the setting up of a room inside the Archiproducts location.

The products exhibition, selection and placement project is prepared by the Archiproducts Milano staff, in accordance with the Client's preferences, in order to create a setting that is consistent with the general concept and effective, both in exhibition and functional mode.

To complete the setting up, complementary products of different companies - such as decors, pictures, wallpapers, lighting, etc. - can be selected by the Archiproducts Milano staff and included in the same project.

#### 13.2 "Product Placement" Mode

The subject matter of the "Product Placement" mode service is the placement, in a complementary or decorative way, of one or more products that shall be put in context with a certain exhibition inside the Archiproducts Milano location.

The placement, as well as the quantity, the finishes and the colors of the products, are decided by the Archiproducts Milano staff on the basis of a project, agreed with the Client and aimed at maximizing the visibility of the products and at preserving a designing coherence inside the selected setting.

#### 13.3 Utilization of the setted up spaces in "Room" and "Product Placement" mode

The Client acknowledges and agrees that, during the 12 months duration of the contract, all the products inside the selected locations can be daily used by the practitioners and the guests that are present during the Events that will be organized and/or hosted.

The Client acknowledges and agrees that, during the Design Week/Fuorisalone period, Archiproducts Milano is taken by the visitors as a path of news and products discovery.

The Client acknowledges and agrees that its own products and/or exhibitions can be the background of shootings/pics/videoclips for commercial, information, amateur, cultural, cinematographic ecc. purposes that Archiproducts Milano, in its sole discretion and without any consideration, may authorize inside its locations.

#### 13.4 Ancillary services

The services subject of the present Contract may foresee, in addition to the principal subject of the Contract, additional ancillary services. The ancillary services are precisely listed on the MOL, integral part of the present Contract. The Client acknowledges and agrees that, during the duration of the Contract, there may be specific Events in the Archiproducts Milano locations that will make the setted up locations inaccessible and the ancillary services unavailable.

#### 13.5 Obligations for the Client

The Client undertakes to:

- Provide to Archiproducts Milano staff its exhibition project no later than 8 weeks before the preparation phase as described in art. 13.6;
- Send, carry on the right ground and assemble/disassemble the products and the information material (brochures, cards, dépliant) both during the preparation phase and the final phase, at its sole responsibility and expenses;
- Dispose of any possible packaging at its sole responsibility and expenses;
- Provide the portorage services related to displacements, deliveries, Client's products or information materials withdrawal, at its sole responsibility and expenses. These activities must be agreed with the Archiproducts Milano staff.

In case of non-compliance or Client's delays, Archiproducts Milano will carry out these activities at its sole responsibility and expenses, but the Client undertakes to refund Archiproducts Milano the costs incurred, with an increase of 20%.

The Client undertakes to convey all the material (products and information materials) to Archiproducts Milano accompanied by a delivery note.

Lastly, the Client undertakes to make use, during the preparation and final phase as described in the following art. 13.6, of only authorized and trained staff, in accordance with the social security, safety and fire safety regulations. The Clients also undertakes to promptly cooperate with Archiproducts Milano staff in transmitting the documentary evidence of such eligibility and regularity.

#### 13.6 Time and logistic planning of the Service

The timeline of the service subject of the present Contract is divided into three phases:

- Setting-up preparation phase;
- Principal phase;
- Dismantling final phase.

After the subscription of the present Contract, the Archiproducts Milano staff will communicate to the Client the calendar of the phases.

During the setting-up preparation phase, the Client has to deliver, assemble and/or set up the products at its sole responsibility and expenses, as anticipated in art. 13.5. The delivery of the products and/or the information material can be made at the seat of Archiproducts Milano during the working days (monday-friday) laid down by the calendar in the following hours: 9a.m. - 1p.m. or 2p.m. - 6p.m.

The Client acknowledges and agrees that the Archiproducts Milano staff might modify the exhibition project initially agreed with the Client due to functional and visibility reasons. Accordingly, the Client undertakes to blindly comply with the possible modifications that might be made by the Archiproducts Milano staff. With regard to the Client's obligations about the social security, safety and fire safety regulations, please refer to art. 13.5.

The principal phase is regulated by the previous artt. 13.1, 13.2, 13.3, 13.4.

With regard to the dismantling final phase, the Client must remove the products and the materials which It itself has installed at its sole responsibility and expenses, as anticipated in art. 13.5.

The Client acknowledges and agrees that the dismantling has to be made no later than two weeks before the date of termination of the contract.

The Client acknowledges and agrees that It must return the dismantled area in the same conditions It has received it.

If the Client, for setting-up needs, has done masonry work or has modified the initial conditions of the place, the repair works, after been agreed between the Client and Archiproducts Milano, are carried out at Archiproducts Milano sole responsibility, but at the expenses of the Client, which will receive an invoice for the payment.

### 14. DESCRIPTION AND MEANS OF PROVIDING PLUG-IN SERVICES: Archiproducts E-Commerce Easy, E-Commerce Pro, Digital Showroom/E-Catalogue

#### 14.1 Description of the Archiproducts E-Commerce Easy, E-Commerce Pro, Digital Showroom/E-Catalogue services

Edilportale provides the Archiproducts E-Commerce Easy, E-Commerce Pro, Digital Showroom/E-Catalogue services on the www.daloom.com digital platform, which allows furniture and design manufacturers and retailers to open a virtual showroom equipped with catalogues, price lists, e-commerce and 3D configurators, depending on the Service chosen.

This Platform is provided in the SaaS (Software as a Service) stand-alone or embedded mode, as defined in these general terms and conditions.

The Service is available in 3 versions with different functionalities: E-Commerce Easy, E-Commerce Pro and Digital Showroom/E-Catalogue.

The Digital Showroom and E-Catalogue services refer to the same Service with a different name for marketing purposes.

The Service is intended exclusively for manufacturers and third-party retailers in the furniture and design sector and is provided per the methods and technical specifications set out in the Product Liability Bulletin and the following articles.

E-commerce Pro and Digital Showroom are services for retailers.

E-commerce Easy and E-Catalogue are services dedicated to manufacturers.

In order to facilitate the use of the Platform and its functions, Edilportale provides the Customer with a set of standardised documents necessary for the performance of its activities (e.g. sales contract, privacy policy, etc.). The Platform is delivered configured with the brands required in the purchase phase per what is better defined in points 14.10, 14.14 and 14.16. The Services consist of two areas - Back-End and Front-End - and a database of products and possible price lists activated according to the version purchased by the Customer.

#### 14.2 Frontend

The Front-End area is visible and usable by Users who wish to search, request information or Price estimates, add items to their shopping carts and purchase Products offered for sale by Customers.

The e-commerce configuration of the pages visible in the Front-End area depends on the version purchased by the Customer. The Front-End Area includes a search engine, a shopping cart system, a purchase box, a product catalogue and all the functions necessary to make the e-commerce site suitable for the online marketing of products.

#### 14.3 Backend

The Back-End can be accessed through the login credentials of the Customer of the E-Commerce Pro, E-Catalogue and Digital Showroom versions to enter the information and images displayed in the Front-End. By accessing the protected area of the Back-End, the Customer manages orders or requests and monitors the visibility of the Platform.

#### 14.4 Centralized Products Catalog

The Service allows each Customer to organise a Product Catalogue on its individual Platform, retrieving brands and related catalogues in the Archiproducts' Central Product Catalogue, which consists of a database of products complete with technical characteristics, information, images, videos and .pdf catalogues, and possibly list prices.

The Central Product Catalogue consists of two catalogues: the Official Product Catalogue and the Unofficial Product Catalogue, described in further detail in points 14.5 and 14.6.

#### **14.4.1 Visibility of the Central Product Catalogue - E-commerce Pro or Digital Showroom Customer**

The E-commerce Pro/Digital Showroom Customer has backend visibility of the entire Centralised Catalogue but cannot independently activate Brands. Brands can be added to the Platform at the request of the Customer during the creation of the Platform by Edilportale. The Customer requests Edilportale to make any changes to the Brands.

The E-commerce Pro Customer acknowledges and accepts that the available brands are those sold in the Archiproducts Shop (Full Catalogue Brand). If a brand is not immediately available, please refer to art. 14.6 and 14.7. The Customer can choose to make a brand visible or not. Once the Brand has been selected, a pop-up window asks for confirmation of the operation. The newly added Brand is not immediately visible online but has the status "Published" set to OFF (Brand Offline) so that the Customer can configure the Brand's products before publishing them.

- Configuration of discounts on the list price of products: the Customer defines the sales discount in terms of a percentage discount on the list price to be applied by default to all products of a given brand in a given list area. The discount can also be applied product-by-product and item-by-item (when possible);

- Configure shipping methods: the Customer configures one or more shipping methods by which the products will be delivered to the end user;

- Stock configuration: the Customer may edit the stock availability of each Product.

The Customer may also carry out other operations provided for in the configuration. The Customer may also carry out other operations provided for in the configuration of its e-commerce site, which allows it to customise, within certain limits, the Front-End display relating to promotions on certain products and similar activities. Regarding shipping costs, the Producer Customer undertakes to provide accurate information on the number of packages, dimensions and weight of each Product. If the Producer has not provided this information, Edilportale enters it by deriving it approximately from the size of the Product. The official value on the Platform is marked with a flag on the Product to distinguish the official value indicated by the Producer from the indicative value deduced by Edilportale. The Customer acknowledges and accepts that the figure provided by Edilportale is only indicative and derived and consequently waives any claim for compensation and damages of any kind that may arise from the inaccuracy of this figure, releasing Edilportale from any liability that may derive from it. Edilportale reserves the right to verify the real right of resale of a brand by the Retailer Customer.

#### **14.4.2. Visibility of the central product catalogue - E-commerce easy or E-catalogue client**

Only the Proprietary Brand is visible on the Customer's E-Commerce Easy or E-Catalogue.

#### **14.5 Official Product Catalogue**

The Official Product Catalogue is made up of product data sheets edited by Edilportale, complete with technical characteristics, descriptive information, images, videos, pdf catalogues, CAD files, BIM files and price, if applicable, and any other product description or element. Official Brands are also referred to as Full Catalogue Brands.

#### **14.6 Unofficial Product Catalogue**

The Unofficial Product Catalogue consists of single-page sheets inserted by Edilportale at the Customer's request (also called One-Page Brand).

These sheets refer to brands not included in the Official Product Catalogue and whose inclusion can be requested by the Retailer Customer.

One-Page Brand Sheets are one-page sheets containing the logo and the product categories with which the Brand is associated.

#### **14.6.1 Products Outlet Section**

In this section, the Customer can enter information regarding outlet products, out-of-stock products, customised kits or in-house products. These products cannot be associated with a reference code, so they are only visible on the Retailer Customer's Platform.

#### **14.7 Intellectual property of the Central Product Catalogue**

The Customer acknowledges and accepts that the Central Product Catalogue, consisting of the database of product data sheets and price lists, is the exclusive property of Edilportale, which exercises all copyright and intellectual property rights over it. The Customer acknowledges and accepts that they may use the Central Product Catalogue database solely and exclusively to provide the services envisaged by the Service. Reusing the technical and graphic textual creations for any other use not specified in this Contract is strictly forbidden. In the event of reuse without prior authorisation, Edilportale reserves the right to take legal action to obtain compensation and protect its interests and rights.

#### **14.8 Intellectual property rights of the Platform.**

Edilportale is the sole owner of the intellectual property rights directly or indirectly related to the Platform. By signing this Contract, the Customer declares that it complies with its own requirements and acknowledges that the same are protected by the laws in force on intellectual property and industrial secrets, and undertakes to maintain the utmost confidentiality regarding the Software and not to disclose and/or allow third parties access to the Software.

#### **14.9 Changes to the Retailer Customer's Product Catalogue**

The Retailer Customer acknowledges and accepts that the Product Catalogue database may be subject to change. The modification depends on the possibility of Edilportale acquiring, terminating or integrating memberships (article 4.1) with companies in the sector. Concerning the Product Catalogue database, Edilportale and its employees and/or collaborators, while committing themselves to act with the utmost accuracy and timeliness with regard to the digitisation of the prices, do not assume any liability for omissions, errors or inaccuracies regarding this information, if the transmission error is attributable to the supplier.

The Retailer Customer accepts that the representation of each Brand within the Product Catalogue is agreed upon with the Brand Owner and that, concerning this representation, it cannot request any changes, insertions or deletions that have not been agreed upon with the Brand.

#### **14.10 Digital Showroom (Retailer) and E-Catalogue (Manufacturer)**

This version allows retailers and manufacturers to implement on their website the visibility of the digital catalogues of their company's products, in the case of a manufacturer, and of the companies sold, in the case of a retailer, using the centralised product catalogue of Edilportale, up to a maximum of 60 official brands (Full Catalogue Brand) and 30 unofficial brands (One Page Brand). Each Product is therefore presented on a dedicated web page containing all the relevant information, technical data, images, videos, pdf catalogues, CAD files, BIM files and any other product description and element. Within these pages, any user can make a Request for Information (RDI) or a Request for Price (RDP) for the Product itself; these requests are immediately e-mailed to the manufacturer/retailer. The Service is equipped with Front-End and Back-End sections, and Customers can insert Official and Unofficial Brands, as defined in the respective articles.

#### **14.11 Digital Showroom Service - Initial Set-up Assistance**

To assist the Digital Showroom Customer in setting up its Platform, Edilportale offers an aesthetic and functional initial set-up service by setting up the Back-End. The Service includes 1 Hello bar, 4 graphics for the gallery section, 6 graphics for the showcase section, 12 highlighted products, 16 brand logos, 1 spot, 2 footer pages and 1 promo page. The Service is provided in two of the five languages available on the Platform. Source files will be provided upon delivery of the project to the client.

The client is responsible for providing text, images and all information necessary to compile and process the specified files.

Upon receipt of the material from the Customer, Edilportale undertakes to send the final draft within three working days. Any changes must be indicated and returned within five working days, after which the design will be considered completed and delivered.

#### **14.12 Digital Showroom Service - Additional Brands**

The Digital Showroom Customer may add other brands from the Official Catalogue (Full Catalogue Brand) through the Additional Brand Service. This Service includes the possibility of adding a package of ten brands from the Official Brands. For information on the Official Catalogue, please refer to the corresponding article.

#### **14.13 Digital Showroom Service - One Brand Page**

The Digital Showroom Customer may add other brands not included in the Official Catalogue in the One Brand Page mode. This Service includes the possibility of adding a package of ten One Page Brands that become part of the Unofficial Product Catalogue. For information on the Unofficial Catalogue, please refer to the specific article.

#### **14.14 Easy E-commerce version (for manufacturers)**

The Manufacturer who purchases this version can integrate an e-commerce product catalogue on its website, consisting only of the Front-End. With this version, the Customer entrusts Edilportale with the management of both orders and payments, which take place on Edilportale's gateways. Manufacturers can enable the sale of their company's products by selecting products from Edilportale's central Catalogue. Each Product is presented on a dedicated web page containing all the relevant information, technical data, images, videos, pdf catalogues, CAD files, BIM files and any other product description and element. This version does not have a sales section for products other than those officially included in the Catalogue, such as stock, returns, warehouse stock, discontinued products, samples, exhibition products, etc. In this version, within each product page, the Consumer User can make a Request for Information (RDI), a Request for Price (RDP) or proceed to purchase the Product.

#### **14.15 Order Management**

In this version, requests for Prices (RDP) and orders are managed directly by Edilportale. Edilportale handles order management, customer service and payment logistics, acting as an official retailer and establishing the relevant commercial conditions with the Manufacturer.

#### **14.16 E-Commerce Pro Version (for Manufacturers and Retailers)**

This version allows the Customer to set up e-commerce on their website for the products they sell, to manage orders, payments and all other activities related to logistics and customer care independently. In this version, Edilportale provides the Front-End and the Back-End.

#### **14.17 Order management**

This function allows the Customer to directly and independently manage incoming orders. Each Customer has access to statistics from their reserved area and a movement balance page summarising the balance and economic movements. If the Customer discovers an error, inaccuracy or omission in an order placed by the end user, it can benefit from the protection provided for in the general terms and conditions of sale. Per these terms and conditions, the purchase contract shall only be deemed to have been concluded once the order has been positively verified and validated by the Customer and placed in an "in process" status. The Customer may reserve the right not to confirm the

order in case of evident anomalies or inaccuracies (e.g. price, availability, technical characteristics, etc.). The order may therefore be cancelled. In this case, Edilportale, on behalf of the Customer, will immediately refund the end customer via the payment method chosen at the time of the order. If, for any reason, the refund is made after Edilportale has paid the corresponding amount to the Customer, the latter will refund the amount to the end customer. It is understood that all communications relating to the processing of the order to the end customer shall be borne by the Customer. Edilportale will only handle communications concerning administrative activities excluded from the Customer's direct action.

#### 14.18 Payment and invoicing

The E-Commerce Pro Customer independently manages the collection of sales through its own payment systems directly linked to the Platform. Regarding invoicing, the Non-Italian Resident Customer acknowledges and accepts that it must verify that all the fields required for invoicing to the end customer are complete for each country. Consequently, the E-Commerce Pro Customer is responsible for verifying the accuracy of the invoicing and shall hold Edilportale harmless for any omissions and/or inaccuracies that may occur.

#### 14.19 Ownership of Message Records and Obligations of the Parties

The Customer acknowledges that it is the sole owner of the personal data collected through the Platform. Edilportale undertakes to use them exclusively for the performance of this Contract and undertakes not to transfer or make available to third parties the lists of personal data in whole or in part, temporarily or permanently, not to use them for any reason other than to improve the Platform, and not to keep copies of them except those indispensable for the operation of the Platform. Edilportale processes the personal data collected through the Platform only in its capacity as the external data controller. For this purpose, the Customer hereby appoints Edilportale as the data processor. Edilportale accepts this mandate with the signature of this Contract, having the technical capacity to fulfil this role, and solely and exclusively in relation to the computer management of the Customer's databases, excluding any responsibility for their content and use by the Customer. It is understood that to carry out the activities essential for the Customer's use of the Platform, Edilportale may use the organisational structure customarily used to carry out the processing operations. Edilportale, under its legal responsibility, endeavours to ensure and avoid that Customer data and the related commercial information of each Customer can be brought to the knowledge of other customers in any way. Edilportale may use its own employees, both internal and external, as well as its own processors operating within its operational structure.

#### 14.20 Declarations, guarantees, responsibilities and limitations for all Customers

The Customer undertakes to inform all its employees and/or collaborators and, in any case, anyone with access to the Platform of the obligations arising from this Contract. In particular, the Customer acknowledges and accepts

- that the use of the Platform shall be in accordance with this Contract and in complete autonomy; consequently, the Customer shall be exclusively and directly responsible for it, without prejudice to the provisions of this article;
- that Edilportale shall not be liable for any errors resulting from incomplete, inaccurate or erroneous data and specifications provided by the Customer;
- that Edilportale shall not be liable for any direct or indirect damage, including loss of data or failure to obtain business opportunities and advantages, resulting from the improper use of the Platform and in any case not dependent on Edilportale;
- that Edilportale shall not be held responsible in any way for any malfunction of the Service due to the responsibility of the electricity and telephone services and the global and national networks due to breakdowns, overloads, interruptions, etc.;
- that, without prejudice to mandatory legal limits, any compensation may not exceed 20% of the value of the supply;
- that, without prejudice to mandatory legal limits, no action may be brought by the Customer after three months from the date on which the facts on which the action is based were discovered or, if earlier, from the date on which they should have been discovered;

The Customer undertakes to indemnify and hold harmless Edilportale:

- from any liability in the event of complaints, legal actions, administrative actions, losses or damages, including legal costs and fees, resulting from the illegal use of the services;
  - from any damage, loss, liability, cost, burden, expense or other claim or obligation arising from the sale of goods through the Platform. While Edilportale and its employees and/or collaborators undertake to act with the utmost accuracy and timeliness in the monitoring of prices, they do not assume any liability for omissions, errors or inaccuracies in this information if the transmission error is attributable to the supplier.
- Finally, the Customer undertakes to indemnify Edilportale:
- if the incorrect synchronisation of stock and prices is due to the Customer's management software; likewise, Edilportale shall be directly liable for any errors attributable to the software, for problems with its servers or relating to the part of the process under the direct responsibility of Edilportale;
  - for any claim or demand resulting from the partial or improper use of the product catalogues;
  - of any liability in the event of complaints, legal actions, administrative actions, losses or damages, including legal costs and fees, resulting from the illegal use of the services;
  - not to modify in any way the information contained in the product sheets that form part of the Centralised Product Catalogues, which may not be edited, modified, copied or used in any other way except as permitted in the execution of this Contract.

Once the product data sheets contained in the Unofficial Product Catalogue have been uploaded to the Catalogue, any further changes or additions must be expressly requested from the Edilportale Editorial Office, which makes such changes or additions as it deems appropriate.

#### 14.21 Representations, warranties, liability and limitations for E-Commerce Pro customers

Regarding the E-Commerce Pro version, the Customer acknowledges and accepts that:

- that they are the sole party making the sale;
  - that they are the only party responsible for the information provided to the buyers regarding the sale prices and availability of the products offered for sale and selected from the product database provided by Edilportale, being obliged to ensure in all cases that it corresponds to the information in their possession;
  - that Edilportale's verification of the product data sheets independently processed by the Customer (Unofficial Product Catalogue) focuses only on the formal aspect of the same and that, therefore, the responsibility for the material contained therein falls directly and exclusively on the Customer. Consequently, the Customer acknowledges and accepts that they are solely responsible for the information provided to the purchasers regarding the technical characteristics, sales prices, availability and any other data relating to the products for which they have personally and independently prepared the product sheets that are subsequently included in a special section of the Edilportale database.
- With reference to these products, the Customer also ensures that they possess the necessary authorisations to be able to sell them;
- that they are solely responsible for the information provided to purchasers regarding the technical characteristics, sales prices, availability and any other data relating to the products referred to in the preceding point and for which they have proposed themselves as retailer;
  - that Edilportale will not be held responsible for any direct or indirect damage, including loss of data or the failure to obtain business opportunities and advantages, resulting from the improper use of the Platform, and in any case not dependent on Edilportale itself.

#### 14.22 Restrictions on the sale and publication of products by the retailer

14.22.1 The Customer acknowledges and accepts that they can only select from the Archiproducts product catalogue and offer for sale - on their e-commerce site configured through the Platform - products for which the Manufacturer has given authorisation. The Customer declares that they indemnify Edilportale against any claim for damages resulting from the violation of the intellectual property rights of the material supplied, including legal costs resulting from actions for the protection of intellectual and/or industrial property rights or from the commission of unlawful competition resulting from the publication by Edilportale of the material supplied by the Customer, as specified in article 14.2.

14.22.2 If the retailer intends to include in the catalogue products from manufacturers that are not represented on Archiproducts, Edilportale reserves the right to evaluate the corresponding possibilities and costs, which will be communicated to the retailer on the order form. In this regard, the retailer explicitly declares that he holds authorisation from the manufacturers of the products to be included in the catalogue, that he is authorised by the same manufacturers to provide Edilportale with the material, slogans, descriptions, images of the products, technical data sheets and any other information required for publication. The retailer acknowledges and agrees to fully indemnify Edilportale against any liability or claims of any nature whatsoever made by third party suppliers and to compensate Edilportale for any resulting damages, including legal costs.

#### 14.23 Contract duration, renewal and early termination

The duration of the Service is 1 year, starting from the first day of the month following the date of signature of the registration form. At the end of the term, the Contract is automatically renewed unless the Customer gives notice of termination by registered email at the latest 30 days before the end of the term by sending a registered e-mail to the following address: [amministrazione@nec.edilportale.com](mailto:amministrazione@nec.edilportale.com). In the event of premature termination of the Contract at the express request of the Customer, Edilportale shall have the right to claim all the sums stipulated in this Contract, including the part corresponding to unused services.

### 15. DESCRIPTION AND DELIVERY OF THE PRODUCT LAUNCH PACK SERVICE

#### Product Launch Pack service description

The service consists of the publication of a web page dedicated to the launch of the year (YY) brand new. The page is called "YY.archiproducts" and hosts news, products, videos and webinars dedicated to the previews of the year. Users can browse the section filtering by brand and category.

For the services included in the "Product Launch" pack, the client takes note and accepts to refer to the online Order Form, part of this contract.

As a guide, but non limited to, the services reserved to brands and included in the "Product Launch" pack are the following:

- Featured in the "New YY" section, reachable and communicated by a highlighted permanent section in the home page, as well as in the browse bar; several sendings of the Newsletter – Focus on "New YY"; sponsored social media campaign with "New YY" as a landing.
- 2 products included in the Newsletter – Focus on "New YY".
- "New" products highlighted within the company overview.
- "New" label on the new products' thumbnails, in the search lists by brand and category, as well as in the company overview.

- "New" label within the new products' sheets, in the search lists by brand and category, as well as in the company overview.

## 16. DESCRIPTION AND DELIVERY OF THE APPLICATION PROGRAMMING INTERFACE SERVICE (API)

### Application Programming Interface (API) service description

Edilportale will give access to the client's product sheets content published on its own properties. This way, the client will be able to use them on its websites and customize the web design. Users will be able to visualize the content on the client's websites through a front-end interface created by the client and filled through API (Application Programming Interface), able to read all the information from the Edilportale servers and enable all the information to be visualized with the owed customization. Because of the above, Edilportale will give the client the API: the set of the operational and dialogue methods between the Edilportale servers and the client websites, providing all the required technical assistance to ensure the right connection between the two web portals, as well as for the following developing phases.

## 17 - FINAL PROVISIONS

### 17.1 Compliance of the content of the Services

Edilportale reserves the right to refuse to publish Services, whose content provided for by the Customer is deemed as not compliant with the technical-editorial policy of the Services, or contains images, messages or links to web pages whose content is deemed as not compliant, false, biased or excessively commercial, or attempts at merely collecting qualified leads by means of spurious offers (such as gadgets, free books, free tickets, etc.), or could be detrimental to search engines or anti-spam filters thus compromising the diffusion of the Services and implicitly damaging similar Services on the website, or appears in conflict or competition with the production and supply activities of the Services provided for by Edilportale, that shall assess each case in its sole discretion.

### 17.2 Indemnity clause

The Client acknowledges in advance that the Services referred to in point 2 are prepared by Edilportale exclusively on the basis of the Material received/indicated by the Client or taken from official sources (for example, company website or catalogues), verified and accepted by the Client. Edilportale shall not be liable for any errors, omissions or inaccuracies, including those of a technical nature, due to inconsistencies between the data published and the Material and not promptly reported by the Client. The Customer grants to Edilportale the publication rights free of charge and under no exclusive right for the use of the provided Material with the aim of fulfilling Edilportale's obligations to provide the purchased Services to the Customer. The Customer undertakes to indemnify, defend and hold Edilportale harmless from any claims, demands and requests made by third parties arising from the content of the Material provided to and published by Edilportale. In particular, the Customer shall be deemed as liable for the provided Material and declares that he/ she owns the copyright on the trademarks, patents, images, commercial slogans, etc. The Client declares that the provided Material is completely free from any third party right holders, who explicitly allow the processing, communication and/or diffusion of the Material after its publication on Edilportale's websites.

The Client acknowledges and accepts that a part of the Webinar Services (art. 12) are provided through the Zoom platform. For this reason, the Customer undertakes to comply with the terms and conditions of use of the Zoom Platform, which can be viewed at the url <https://zoom.us/terms>. The Customer declares to have read the terms and conditions and fully accepts them. Accordingly, the Customer undertakes to indemnify and hold Edilportale harmless from any claim and request made by Zoom for any possible violation committed in the use of the service.

The Client relieves Edilportale from any claims of consequent damages due to the violation of the copyright on the provided Material, including the legal costs related to lawsuits for the protection of intellectual and/or industrial property rights or to unlawful competition activities after the publication by Edilportale of the Material provided for by the Customer.

Moreover, the Customer acknowledges and accepts that the Services indicated in art. 5.1 realized with the software version of the year indicated and chosen by the Customer by filling out the MOL, if used together with other software versions of previous and/or following years, may require updates not included in the purchased Services.

The Customer also guarantees that any personal information which may be contained in the provided Material has been obtained in compliance with the Italian Legislative Decree No. 196/2003 and subsequent amendments and that any owners and/or individuals related to such data have explicitly given their consent to process, communicate and/or implicitly diffuse or consequently publish such data on Edilportale, thus relieving Edilportale from the obligation to request the owners'/individuals' consent to process it.

The Customer takes on the responsibility for the truthfulness of this declaration and relieves Edilportale from any claims for compensation for damages.

### 17.3 Limitation of liabilities and guarantees for damages and/or theft

Edilportale shall not be deemed as liable for any direct or indirect damages, including the loss of data or the failing to gain opportunities and commercial advantages as a result of any delays, malfunctioning or non supply of the Services mentioned in art. 4 of this contract as well as events of Force Majeure that do not depend on Edilportale, such as technical failures and interruptions of the electricity, telephone and data connection services, strikes, acts of vandalism and terrorism, calamities, natural disasters and interruptions of services by Edilportale suppliers and partners. In this last case, the Customer acknowledges and accepts that the service will be provided, without any additional cost or any further burden for the Client, as soon as the provision of the service will be restarted.

The Client acknowledges and agrees that the possible signs of use or damages on the products (scrapes, dents, signs etc.), arising from the use deterioration due to the exhibition mode as described in art. 13, do not give rise to a replacement, repair, reporting or financial compensation obligations by Archiproducts Milano to the Client.

If, due to the exhibition mode as described in art. 13.3, a damage occurs, and the Archiproducts Milano staff qualifies it as "essential" for the ordinary use or enjoyment of the exhibited product, the Archiproducts Milano staff will communicate the damage to the Client in order to let it take all the necessary steps to repair or replace the product, at its sole responsibility and expenses. If the Client, for any reason, is not able to promptly repair or replace the product, the Archiproducts Milano staff, after communicating to the Client how it wants to proceed, will carry out the repair of the product at its sole responsibility, but at the expenses of the Client.

The Client acknowledges and agrees that, for the duration of the Design Week, during the Archiproducts Milano opening time, the exhibitor is the only caretaker of all the materials, goods and furniture present in the locations. The Archiproducts Milano staff, despite it provides a general surveillance and security service, is relieved from any possible responsibility for any possible theft and/or damages that might occur.

On the contrary, if, during an Event inside the Archiproducts Milano locations, a theft or a damage occurs and one of the Event organizer is responsible for that, Archiproducts Milano undertakes to collect from the organizer a sum of damage compensation and consequently to refund the Client for the damages suffered. Nonetheless, the fact remains that Archiproducts Milano is relieved from any possible liability for the non-collection of the sum, unless it is imputable to its own inertia.

### 17.4 Privacy

Edilportale.com S.P.A., having its registered office in Bari (Italy), Via Loiacono 20, Italian VAT and tax code No. 05611580720, REA (Economic and Administrative Index) No. 429007, is the owner of the processing of the personal data gathered by filling out the MOL. The personal data gathered by Edilportale.com S.P.A. are processed under the European General Data Protection Regulation (also known as GDPR) No. 2016/679, which protects natural persons concerning the processing of their personal data. According to the mentioned regulation, such processing shall be made by following the principles of correctness, lawfulness and transparency as well as protection of your confidentiality and rights. The party in interest is free to provide his/her own personal data indicated in the forms, but failing to provide such data shall imply the impossibility to fulfill the contract. Personal data are processed with manual and automated instruments, for the strictly necessary time to fulfill the purpose for which they have been gathered. Specific safety measures are observed in order to prevent the loss of such data, unlawful or non correct uses as well as unauthorised access. The individuals personal data refer to have the right anytime to verify the correctness of the provided data and to ask for their integration, update or modification. Moreover, they have the right to ask for the removal, the transformation into an anonymous form or the block of the processed data upon violation of the law, as well as to oppose in any case, for legitimate reasons, to their processing. Any requests shall be addressed to the Owner of the personal data processing at the following address: [privacy@edilportale.com](mailto:privacy@edilportale.com)

### 17.5 Personal data visible from the reserved area

The Client acknowledges and accepts that the personal data provided by the users to the owner of the processing after filling out the Order Form and accessible in the reserved area of the advertising company may be exclusively processed by the Client to communicate to the user the information for which it can be contacted. The Client customer guarantees to own appropriate measures for a safe processing of the personal data of the users in compliance with the rules and regulations in force concerning privacy; moreover, it acknowledges that for any other purposes the Company shall ask the user his/her consent and make its own privacy information accessible. To be informed about the legitimate use of the data provided by Edilportale.com, the Client undertakes to read the privacy faq displayed by browser typing the url: <https://www.edilportale.com/terms/faq>

The access to the reserved area is always guaranteed to the Client, with the exception set out by art. 17.16.

### 17.6 Personal data gathered in Archiproducts Milano

The Client acknowledges and agrees that the personal data of Archiproducts Milano visitors, gathered during the Fuorisalone week, will be made available to the Client only if the interested parties have given their explicit consent to the transfer, in accordance with the European Data Protection Regulation (GDPR) No. 2016/679.

The Client acknowledges, agrees and undertakes to process the personal data received by Archiproducts Milano in accordance with the art. 14 of the European Data Protection Regulation (GDPR) No. 2016/679.

#### **17.7 Confidentiality protection conditions**

The parties undertake not to disclose and not to use the confidential information they become aware of when finalizing, applying and executing this contract for extra-contractual purposes, even after its termination, and each party shall be deemed as liable for any damages caused to the other party as a result of a non compliant behaviour with the obligations of confidentiality and privacy.

#### **17.8 Intellectual property rights and copyrights and use images in Edilportale marketing campaigns**

Unless otherwise established for the single service, any and all technical and graphic works realized by Edilportale, such as banners, newsletters, images and contents, product/company fact sheets, and in general any intellectual works produced by Edilportale have the exclusive purpose of supporting the Customer when he/she uses the Services mentioned in this contract and shall remain the exclusive property of Edilportale, which retains any and all copyrights and intellectual property rights on them. In case of no explicit authorization by Edilportale, it is absolutely forbidden for the Customer to re-use the technical and graphic works produced by Edilportale for any other purposes. In the event that the Customer re-uses the above-mentioned material without prior authorization, the Customer shall pay Edilportale a penalty equal to the cost of the Services for which the graphic work was created, without prejudice to Edilportale's right to request further compensation for damages and to take any and all appropriate legal actions to protect its interests and rights. Edilportale may use the images and graphic creations of the products of the Clients, free of charge, for the creation of its own marketing campaigns to be disseminated through all digital web, social, television and paper channels or other that it deems most appropriate and effective.

#### **17.9 Ban of internal competition**

The Customer is committed not to establishing, directly or indirectly, any forms of business collaboration with the staff or collaborators of Edilportale.com S.P.A., even if the above-mentioned staff and collaborators have not been directly involved in the realization of the Services for a period of two years starting from the termination of the contract. Should the Customer violate this clause, he/she must pay Edilportale.com S.P.A. an amount equal to the annual gross consideration received or envisaged by the employee/collaborator in the latest year. The violation of this clause also gives the right to apply the legislation on unfair competition.

#### **17.10 Conclusion of the contract**

This contract is deemed as entered into if, after that the Client has filled out the MOL, Edilportale confirms the applicant's order or, in the absence of confirmation, the Services are provided to the Client. Edilportale, at its sole discretion, reserves the right not to accept any images and contents proposed by the purchaser with reference to the purchased Services if these are in conflict or competition with the production and service supply activities provided by Edilportale.com or if the other party may cause serious harm to the company.

#### **17.11 Payment methods and terms**

The consideration for each Service is indicated on the MOL, which also mentions the terms and methods of payment as well as the bank details. Any possible modification of the bank details or of any payment details will be communicated to the Customer through the e-mail addresses [amministrazione@pec.edilportale.com](mailto:amministrazione@pec.edilportale.com) or [amministrazione@edilportale.com](mailto:amministrazione@edilportale.com). Accordingly, Edilportale takes no responsibility for any possible communication regarding the above mentioned details and that come from different communication channels. If the Client selects the credit card as the exclusive payment method and the payment fails, Edilportale will send a demand for payment. If the payment fails again, the Client will receive to the e-mail address that It indicated on the MOL the invoice for its purchased services, that the Client undertakes to pay via bank transfer. The non-payment of the invoice within the deadline set out in the MOL causes the consequences laid down by art. 17.16.

#### **17.12 General term of the contract**

The term of the contract coincides with the term of the Services as indicated by the Customer on the MOL, which represents an integral part of the contract. If not explicitly specified, the contract shall be valid for one year. In case of early termination of the contract, upon express request by the Customer, Edilportale shall have the right to request any and all amounts agreed upon during the contractual phase, including the fees for any not used Services.

#### **17.13 Term of the Membership contract, tacit renewal, cancellation**

The term of the Membership agreement is yearly. The contract will be automatically renewed at the expiration date of the contract, unless you (or "the Client") decide to terminate it by notice. The notice has to be sent to the e-mail address [amministrazione@pec.edilportale.com](mailto:amministrazione@pec.edilportale.com), at least 30 days before the expiration date of the contract. The cancellation will be effective from the day (following o after) the expiration date of the contract.

#### **17.14 Price changes for Membership**

Edilportale reserves the right to adjust pricing for its services in any manner and at any time. Any price changes to the services will be notified to the Client at least 60 days before the expiration date of the contract and it will take effect following the day after the expiration date of the contract.

#### **17.15 Express termination clause**

Edilportale.com S.P.A. has the right to terminate the contract according to and under art. 1456 of the Italian Civil Code by written notification sent by e-mail to the address of the party indicated by the Client on the MOL. Moreover, Edilportale retains the right to receive the due consideration for the performed Services.

#### **17.16 Supply conditions**

Edilportale.com reserves the right to subject the contract's effectiveness to the payment of the required fee as indicated on the MOL. Edilportale.com reserves the right to subject the effectiveness of the contract to the payment of any previous charges that may also be attributed to any supplies other than those covered by the contract. In the event of non-payment of an invoice, the Client acknowledges and agrees not to have access to the reserved area as described in art. 3.

#### **17.17 Communications**

All the communications to Archiproducts Milano must be sent to the e-mail address [staff.milano@archiproducts.com](mailto:staff.milano@archiproducts.com).

#### **17.18 Model 231 Edilportale**

The Customer declares that he/she is aware of the provisions of Legislative Decree no. 231 of 8 June 2001, and subsequent modifications, as well as the rules of the [Code of Ethics and those set forth in Model 231](#) adopted by edilportale.com S.p.A. The Customer therefore undertakes to behave in line with the aforementioned Code of Ethics and Model 231, for the parts applicable, and in any case, in such a way as not to endanger Edilportale with the risk of the application of sanctions provided for by the aforementioned Legislative Decree. Failure by the Customer to comply with this obligation shall constitute a serious breach of contract and entitle Edilportale.com to terminate this contract immediately, pursuant to and for the purposes of article 1456 of the Civil Code, with no compensation for any damages.

#### **17.19 Jurisdiction**

Regardless of the nationality of the Customer, this contract shall be exclusively construed under the Italian law. Any disputes arising out of this contract concerning its interpretation, application or execution shall be resolved in the court of Bari, Italy.