

END-USER LICENSE AGREEMENT (EULA)

Effective from: March 15, 2022

AGREEMENT TO TERMS

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEB PORTAL AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") OF TRANSTEC SERVICES SRL AND ITS BRAND ("BROCHESIA® ") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE BROCHESIA® WEB PORTAL OR BY UTILIZING THE BROCHESIA® SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT" OR "TOS"). THE BROCHESIA® SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and TransTec Services Srl, doing business as Brochesia® ("Brochesia® ", "we", "us", or "our"), concerning your access to and use of the <http://www.brochesia.cloud> Web Portal as well as any other media form, media channel, mobile Web Portal or mobile application related, linked, or otherwise connected thereto (collectively, the "Web Portal"). You agree that by accessing the Web Portal, you have read, understood, and agree to be bound by all these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEB PORTAL AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Web Portal from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Web Portal after the date such revised Terms of Use are posted.

The information provided on the Web Portal is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Web Portal from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Web Portal is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Web

Portal. You may not use the Web Portal in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Web Portal is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Web Portal.

GENERAL TERM AND CONDITIONS

In case you opt for an alternative hardware instead of the smart glasses negotiated during the validity period, Brochesia® will configure the software for the new hardware without any commercial implication as long as the new hardware is certified to be supported by us.

In case of an upgrade of the smart glasses' firmware, we cannot guarantee our app will be capable to immediately adopt the change.

The Web Portal and the Cloud are accessible from Windows, Linux and Macintosh based PC and Laptop and from Android and iOS-based tablet and smartphone, upgraded to the version 14.0.

Call logs are available on the Web portal during the entire validity period, but not exportable as Excel or PDF files.

SYSTEM REQUIREMENTS

Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Web Portal is our proprietary property and all source code, databases, functionality, software, Web Portal designs, audio, video, text, photographs, and graphics on the Web Portal (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Web Portal "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Web Portal and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Web Portal, you are granted a limited license to access and use the Web Portal and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Web Portal, the Content and the Marks.

The software provided as part of the service can also include Open Source code and will remain our property. You will acquire the non-sublicensable, non-transferable right to use each Brochesia® solution in the mode defined "as a service". The service is limited to the use of the software and does not allow editing or introducing changes to the Brochesia® Web Portal and to the mobile Application installed on the Smart Glasses which are provided by us as a part of the service. We are the owner of all exclusive rights for the commercial use and have registered this title at the competent Italian office.

USER REPRESENTATIONS

By using the Web Portal, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Web Portal through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Web Portal for any illegal or unauthorized purpose; and (5) your use of the Web Portal will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Web Portal (or any portion thereof).

FEES AND PAYMENT

The payment of the license fee is required via wire transfer within 15 days from the subscription date. Payments shall be made in advance at the beginning of the Subscription License period, with a 12 (twelve) months renewal. We will provide the necessary documentation as required by the regulatory authorities to comply with foreign exchange and tax legislation.

We only accept wire transfer as a form of payment. You may be required to purchase or pay a fee to access some of our services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Euros or USD. **Payments with other currencies may be considered.**

You agree to pay all charges or fees at the prices then in effect for your purchases.

Subscription has a validity of a minimum of 12 (twelve) months per license.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Web Portal.

All the maintaining costs related to the application servers (electricity, physical security of the data center, disaster recovery, helpdesk with users) are under our responsibility as provider of the service.

FREE TRIAL

We offer a 14-day free trial to new users who register with the Web Portal and explicitly request it to us. You will receive an e-mail to the registered address to be notified about the expiration of the free trial period. After that, you will autonomously decide to renew the service with us if our solution complies with your necessities at the end of the free trial.

CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. If you cancel the service within 14 days of the initial order, the refund will be complete. If you cancel your subscription after 14 days, the payment is non-refundable and the service will continue until the end of the contractual period. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services or desire to delete your account linked to the Brochesia® Web Portal, please email us at support@brochesia.com or call us at +39 334 679 7740.

The customer support is activated with your subscription and available from Monday to Friday, 9:00-18:00 GMT +1, Italian time or GMT + 2 in northern hemisphere Summer period.

SOFTWARE

We may include software for use in connection with our services. If such software is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use. Any Software and any related documentation is provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

PROHIBITED ACTIVITIES

You may not access or use the Web Portal for any purpose other than that for which we make the Web Portal available. The Web Portal may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Web Portal, you agree not to:

1. Systematically retrieve data or other content from the Web Portal to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Web Portal, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on the Web Portal.
4. Use the Web Portal to advertise or offer to sell goods and services.
5. Circumvent, disable, or otherwise interfere with security-related features of the Web Portal, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Web Portal and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to the Web Portal.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on the Web Portal or the networks or services connected to the Web Portal.
11. Attempt to impersonate another user or person or use the username of another user.
12. Sell or otherwise transfer your profile.
13. Use any information obtained from the Web Portal in order to harass, abuse, or harm another person.
14. Use the Web Portal as part of any effort to compete with us or otherwise use the Web Portal and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Web Portal.
16. Attempt to bypass any measures of the Web Portal designed to prevent or restrict access to the Web Portal, or any portion of the Web Portal.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Web Portal to you.

18. Delete the copyright or other proprietary rights notice from any Content.
19. Copy or adapt the Web Portal's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Web Portal or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Web Portal.
21. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Web Portal, or using or launching any unauthorized script or other software.
23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Web Portal.
24. Use the Web Portal in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The Web Portal does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Web Portal, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Web Portal and through third-party website. As such, any Contributions you transmit may be treated in accordance with the Web Portal Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Web Portal, and other users of the Web Portal to use your Contributions in any manner contemplated by the Web Portal and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner

contemplated by the Web Portal and these Terms of Use.

4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Web Portal in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Web Portal.

CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Web Portal, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Web Portal. You are solely responsible for your Contributions to the Web Portal and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

MOBILE APPLICATION LICENSE

You, as the Administrator User, will be provided with the responsibility to manage your organization's software and users. You can delete a user to create a new one and assign it to any other employee. Despite you being the administrator, you cannot change or modify your User ID and Password, which are automatically generated and supplied to you by our Technical Support team.

Use License

If you access the Web Portal via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Web Portal: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the

terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Web Portal ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

The periodic fee does not include the transfer of any ownership rights over the software user license. All the managed and processed data are and remain under your property.

THIRD-PARTY WEBSITE AND CONTENT

The Web Portal may contain (or you may be sent via the Web Portal) links to other website ("Third-Party Website") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Website and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Website accessed through the Web Portal or any Third-Party Content posted on, available through, or installed from the Web Portal, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Website or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Website or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Web Portal and access the Third-Party Website or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Web Portal or relating to any applications you use or install from the Web Portal. Any purchases you make through Third-Party Website will be through other website and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Website and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Website.

WEB PORTAL MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Web Portal for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Web Portal or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Web Portal in a manner designed to protect our rights and property and to facilitate the proper functioning of the Web Portal.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.brochesia.com/privacy-cookie-policy-en/>. By using the Web Portal, you agree to be bound by the regulations of the General Data Protection Regulation (EU) 2016/679 and by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the **Web Portal is hosted in Germany**. If you access the Web Portal from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the European Union, then through your continued use of the Web Portal, you are transferring your data to the European Union, and you agree to have your data transferred to and processed in the European Union.

The data protection officer of our company can be contacted on csimon@transtecservices.com.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Web Portal. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEB PORTAL (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEB PORTAL OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or

suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

This Subscription License Agreement is valid for a period of 12 (twelve) months, starting from the date of Purchase ("Initial Subscription Period") and shall be renewed at your discretion for a further period of 12 (twelve) months by sending Transtec Services Srl a notice to renew at least 1 day before to the expiry date of the Initial Subscription Period.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Web Portal at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Web Portal. We also reserve the right to modify or discontinue all or part of the Web Portal without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Web Portal.

It is possible to access the Web Portal and the Cloud from both mobile devices and personal computers.

The Web Portal and the Cloud are accessible 24/7, but we cannot guarantee it will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the Web Portal, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Web Portal at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Web Portal during any downtime or discontinuance of the Web Portal. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Web Portal or to supply any corrections, updates, or releases in connection therewith.

We guarantee to refund you by extending the length of our service in case of failure maintaining the uptime at the standard level. Subscription validity will be extended for one day if the Web Portal will not be available for 1 (one) working hour and for the same amount of days in case of a full-service interruption. The extension will have validity immediately after the contract expiring date.

GOVERNING LAW

These conditions are governed by and interpreted following the laws of Italy, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. TransTec Services Srl and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Rome, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in Italy, or in the EU country in which you reside.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least sixty (60) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

All disputes arising out of or in connection with the present agreement which cannot be settled amicably shall be finally decided by three arbitrators. The seat of arbitration shall be Rome, Italy. The language of the proceedings shall be Italian. Applicable rules of substantive law shall be the law of Italy.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Web Portal that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve

the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Web Portal at any time, without prior notice.

DISCLAIMER

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CONTACT US

In order to resolve a complaint regarding the Web Portal or to receive further information regarding use of the Web Portal, please contact us at:

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