

Supply agreement

Between

The company Neosoft Srl (hereinafter referred to as Neosoft), incorporated under the laws of Italy, headquartered in Genoa, via Casaregis 30, registered with the Company Register of Genoa under no. 398030, Tax code and VAT ID no. 01288440991

- on the one part

AND

The enterprise, company, legal person as indicated in the data entered in the order from (hereinafter referred to as Customer)

- on the other part

Article 1 - Preamble

For the purposes of this agreement, the Customer hereby declares to be aware that:

- a) Bancomail is a Neosoft business unit, as well as its websites bancomail.it, bancomail.com and related rights; The Bancomail brand and the website are entirely property of Neosoft.
- b) for the purposes of this agreement, every document, data, product, transaction -also through the Internet - displaying the name, trade mark, logo or other similar material by Bancomail, fall exclusively within the responsibility and liability of Neosoft, for which they constitute a valid equivalence in all respects without limitations or exclusions, except in the event of unlawful use by unauthorized third parties.

Article 2 - Purpose

The main purpose of this agreement is the trading (both on and off line) of company directories (hereinafter referred to as "Data"). Secondly, the agreement regards software products and/or consulting services connected or related to the main purpose (hereinafter referred to as "Products"). As for that which is not specifically provided for in the following clauses, the provisions set forth in the Code of Civil Procedure concerning sale and purchase agreements (Articles 1470 and following of the Code of Civil Procedure) shall apply.

Article 3 - The Customer qualification

The customer hereby declares that he/she is entering into this sale and purchase agreement for purposes exclusively connected to his/her activity as an entrepreneur or professional.

Article 4 - Payment terms and conditions

The price for the purchase of Data shall be paid as follows:

- a) in case of on-line sale, in a single solution when the contract is completed by bank transfer, on-line credit card or credit card via telephone.
- b) in case of off-line sale, otherwise, with an advanced bank transfer.
- c) in case of different agreement, if validated by Neosoft's Management by written notification, with deferred methods that may vary according to the order features.

Article 5 - Warranty

Neosoft guarantees:

- a) the functionality of the email addresses related to the data under this contract. The warranty is valid for 60 (sixty) days of the receipt of the database and conditioned by the compliance of the terms on page: <https://www.bancomail.com/en/support/warranties-terms>
- b) the lawfulness of the collection and subsequent processing of data in full compliance with the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and with current national laws.
- c) any liability or warranty other than those provided for above is excluded, without prejudice to the limits referred to in Art. 1229 of the Code of Civil Procedure.

Article 6 - Delivery times

Delivery time can change due to the checks that Neosoft carries on after the purchase. Those checks are performed to ensure the validity of the Data provided to the Customer. Neosoft shall not be held accountable for any delay directly or indirectly caused by such checks; nevertheless any such delay is a binding part of this agreement. By signing this agreement, the Customer hereby gives its consent.

Article 7 - After-sale service

Should the Customer need to ask for a copy of the goods purchased, said copy shall be provided by Neosoft free of charge, provided that it is possible to do so in compliance with the provisions, otherwise an additional cost shall be established at the time of the request. The customer has the duty to keep Data and Products safe along with a safety backup.

Article 8 - Use of data. Liability

The use of the Data and/or Products of this agreement is limited only to the activities permitted by the current legislation, in particular the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and current national laws.

Should the Data be used for unlawful activities or in a way that is not compliant with the regulation, Neosoft reserves the right to take actions against the Customer and holds itself harmless from any liability towards third parties.

Article 9 - Payments delay

If, for any reason, the payment is not made within the established period (see Art. 4 above) Neosoft shall be entitled to late payment interests at the rate set in Art. 5, D.lg. 9/10/2002, n. 231.

Article 10 - Obligation to hold harmless

The Customer undertakes to refund, indemnify and/or hold harmless Neosoft, as well as its employees, collaborators, and legal representatives in any capacity, in the event of claims and/or legal actions be taken against Neosoft before any court due to an unlawful use of the Data or otherwise not complying with Bancomail Policies*.

Article 11 - Processing of personal data - Law no. 196/03

To the extent necessary, since under the current legislation the definition of "personal data" relates exclusively to natural persons, the Customer agrees that Neosoft Srl will provide for the data processing in accordance with current legislation and, as referred on the Privacy disclosure pursuant to Art 13 the of the Italian Privacy Code, with no need to acquire the Customers' express consent (in accordance with Art. 13 the Italian Privacy Code) because, inter alia, the treatment of such data is necessary to implement a contract, which Customer is a part of, exclusively to carry out the listed services, including fiscal and tax obligations and service communications. The data provision is mandatory to allow the fulfillment of the legal obligations. Neosoft authorizes the same treatment of its data by the Customer.

Article 12 - Claims

Withdrawal right of does not apply to B2B transactions for Professional Customers. In any case, given the characteristics of reproducibility and, in particular, the transfer of Data, the action of Database Downloading is tracked and confirms the Customer's willingness to purchase, preventing any "afterthoughts". For any defects, the following instructions and the Guarantees described in Article 5 (Guarantees) are guaranteed.

Upon receiving of the Products and/or Data, the Customer shall immediately verify the conditions and conformity thereof.

Any errors shall be reported to Neosoft within and not later than seven days of detecting them.

The Customer shall agree any checks on complaints. To be more precise, Data must be provided

in the same format used to deliver them and possibly reported on the same document the customer received from Neosoft.

Article 13 - Transferability

Neosoft can transfer to third parties all or part of the rights and obligations undertaken pursuant to this supply agreement.

Neosoft reserves the right to verify the methods of transfer of the products and/or services to third parties and can stop it if necessary.

Article 14 - Applicable law. Competent court

This agreement is regulated by the laws of Italy. The Court of Genoa shall have exclusive jurisdiction over any disputes arising out of or in connection with the interpretation, implementation or resolution of this agreement.

Article 15 - Miscellaneous provisions

These provisions replace any previous agreement concerning the supply of data, products and services specified in the Purpose (see Art. 2 above) by Neosoft. Any change and/or integration to these provisions shall be registered in a written agreement signed by both parties.

* can be viewed at the web page: <https://www.bancomail.com/resources/email-marketing-rules>