

Thank you for choosing our Agency.

Below you can read the General Contract Terms and Conditions that we have prepared to regulate relations with our Clients.

CONTRACT GENERAL TERMS AND CONDITIONS

Section I - General provisions.

01. Definitions

01.1. For the purposes of these General Conditions and any subsequent additional agreement stipulated with the Client:

Agency: refers to our Company IM*MEDIA S.r.l., tax code and VAT number 04286410826, with registered office in Palermo via Antonio Gagini, 59;

Client: refers to the person who entrusts the Agency with the task of carrying out the Work;

Work: refers to the work that forms the subject of the Contract and which will be specified in the Commercial Offer, which may consist of one or more of the following services:

- a) supply of Communication Tools, which can be substantiated in the conception, implementation, transfer, licence, restyling or structural upgrade, of:
 - any software, including in the form of customisation of programs carried out by third parties;
 - websites;
 - applications for mobile devices ("Apps");
 - software interventions aimed at optimisation for search engines;
 - actions to personalise channels on social networks;
 - "Materials" such as logos, trademarks, static or animated images, audio, texts, translations of texts and fonts;
 - preparation, configuration and activation of server infrastructures;
 - etc.;
- b) provision of one or more Ancillary Services:
 - hosting;
 - mailing;
 - direct email marketing;
 - web marketing;
 - social media marketing;
 - access analysis and profiling;
 - etc.;
- c) provision of one or more Management Services:
 - technical assistance;
 - maintenance;
 - management;
 - analyses;
 - reporting;
 - staff training;
 - etc.;

Contract: refers to the agreement between the parties formed by these General Conditions, by the Commercial Offer, as well as by any other written agreement signed by both parties. Any communication between the parties must be made by certified e-mail (PEC) or registered letter with return receipt in order to produce effects, without prejudice to the probative

effectiveness of communications sent by non-certified e-mail.

Commercial Offer: refers to the document, signed by the Client, which contains the detail of the Work commissioned from our Agency, and any special conditions, delivery terms, etc.

02. Subject of this Contract

- 02.1. The Agency will carry out on behalf of the Client and will provide the same with the Work specified in the Commercial Offer, under the terms and conditions indicated in the Contract.

03. How and when the Contract is concluded

- 03.1. The Contract shall be deemed to have been concluded when the Agency receives the Commercial Offer and the General Conditions signed for acceptance by the Client without any variation or, in the event of changes proposed by the Client, when the Agency communicates its acceptance by certified email.
- 03.2. If individual clauses of these General Conditions conflict with the Commercial Offer signed by the Client, the latter shall prevail.
- 03.3. In the event that there are contractual relations between the Parties governed by different Commercial Offers or, in any case, related to different Works, these will be considered separate and autonomous except as provided for in paragraphs 21.2. and 21.3.
- 03.4. The possible nullity of one or more of the clauses of the Contract or part of them does not imply in any case the nullity of the other clauses or parts of clauses of the General Conditions, nor of other agreements stipulated between the parties.

04. Client Objectives and Characteristics of the Work

- 04.1. In order to carry out the Work, the Agency needs to know the objectives that the Client intends to achieve and any particular characteristics that the Work must possess. The Commercial Offer that the Agency submits to the Client takes into account all the information that the latter has provided and, in relation to what is not specified, the Client entrusts the Agency with the choice of the most appropriate solutions.
- 04.2. The Client, by accepting the Contract, declares that the content of the Commercial Offer fully represents the information it provides to the Agency.
- 04.3. The Agency's obligation is based on the information contained in the Commercial Offer, therefore, it is not responsible for the discrepancy of the Work with respect to what is not specified in said document or in subsequent agreements stipulated in writing.

05. Obligations of the Parties

- 05.1. The Agency undertakes to operate with professionalism and promptness in the execution of the services at its own expense, to assist and support the Client in identifying its needs and the most appropriate solutions to satisfy them, to make its human and technical resources available to the Client, guaranteeing its competence and to deliver the Work as required by the Contract.
- 05.2. The Agency will perform the services at its own expense within the times agreed with the Client and, where a final delivery deadline has been provided for in the latter's interest, it undertakes to comply with it.
- 05.3. The Client undertakes to cooperate actively with the Agency, in the manner indicated in the following paragraph, to allow it to complete the Work in compliance with the agreed timeframe, and to make payments in the manner and in accordance with the terms indicated in the Contract.

06. Cooperation between the Parties

- 06.1. To carry out the Work, the Agency will need to receive from the Client materials, information, feedback, approvals on progress (hereinafter indistinctly referred to as "inputs"). In this case, the cooperation of the Client is essential to ensure compliance with the delivery times. The



Client therefore undertakes to provide the Agency with the inputs requested in compliance with the timelines agreed upon and, in the absence of specific references, within the shortest possible time.

- 06.2. In the event that the Client does not have the necessary materials and requests them, the Agency is available to create the Work with archival materials at no additional cost or to specifically create the necessary materials (e.g. photographic shoots, films, translations), subject to agreement on the fee for such activities.
- 06.3. In the event that the work of the Agency cannot continue without the inputs requested from the Client and the latter does not provide them within the agreed time, the Agency and the Client may agree on a new deadline within which to carry out their supply. In the event of non-compliance with the deadline, the works will be considered accepted at the state of progress in which they are found and suspended until the actual supply of inputs.
- 06.4. The Agency and the Client will remain responsible for the content that they will respectively insert in the Work or provide to the other party for inclusion therein, undertaking to hold the other party harmless from any claim resulting from the use and dissemination of the content provided.
- 06.5. In the event that the Work requires the processing of personal data, the Client undertakes to carry out, before the conclusion of the Contract, any evaluation regarding the impact on data protection and the adequacy of the security measures it requests to be adopted by the Agency, relieving it of any responsibility resulting from said evaluations.

07. Changes in progress

- 07.1. The Agency remains available to make changes with respect to the provisions of the Commercial Offer or in any case accepted by the Client during the execution of the Work, after having subjected them to a feasibility examination and having agreed to them in writing with the Client.
- 07.2. If the changes in progress result in an increase of the service to be borne by the Agency, they may result in a change in the fee, which will be subject to the approval of the Client.

Section II – Provision of Communication tools

This section applies to the Works defined in Article 01.1. lett. a).

08. Acceptance of the Work

- 08.1. When all or part of the Work is made available to the Client, the latter will verify that it responds to what was agreed in the Contract and that there are no reproducible defects, undertaking to report any discrepancies or reproducible defects, so as to allow the Agency to intervene as soon as possible.
- 08.2. After the expiry of ten days from the date referred to in paragraph 08.1., unless otherwise agreed between the parties and in the absence of reports by the Client, the Work or the part of the Work to be verified will be considered definitively accepted.
- 08.3. The Client may not refuse the Work due to irrelevant defects, although the Agency is still required to eliminate them.
- 08.4. Should utilisation of the Work require third-party software (e.g. browsers or operating systems), the Client may not reject the Work on the grounds of any defects related to the use of versions of such software that are obsolete or released after conclusion of the Contract.

09. Publication and release of the Work

- 09.1. Once the Work has been accepted as indicated above, the Agency undertakes to publish it or request its publication as soon as the Client requests it.
- 09.2. If the Client requests the publication or release of all or part of the Work before having verified



it, it will be considered definitively accepted in full or for the published part.

- 09.3. The lead time from when the Agency publishes the Work or submits it to the above-mentioned third party and when the Work will be available to the general public is subject to variables beyond the Agency's control. Consequently, the Agency is not liable for any delays in the public availability of the Work after it has completed the necessary actions for publication.
- 09.4. If the Client requests the publication or release of all or part of the Work before it has been verified, it shall be deemed to have been definitively accepted in whole or in part.

10. Warranty

- 10.1. Until the end of the sixth month following acceptance, the Agency undertakes to remove any reproducible defects of the Work in the shortest possible time, if the Client requests it in writing within 5 (five) days of discovery.
- 10.2. The warranty is limited to defects that are reproducible at any time, recurrent and not detectable with ordinary diligence through verification, which determine a substantial decrease in the functionality of the Work.
- 10.3. The warranty is void in all cases of incorrect use of the Work, of third-party interventions on the Work, of modification or inclusion of the latter, in whole or in part, in other works.
- 10.4. By operating the guarantee, the Agency is required to eliminate defects at its own expense, excluding any reduction of the agreed fee.
- 10.5. The warranty does not extend to defects caused by the variation of data from external sources (e.g.: links to social networks, websites, tools, applications, third-party software, etc.), nor to the defects referred to in paragraph 08.3. and 08.4.

11. Intellectual property

- 11.1. After the final delivery of the Work and full payment of the amount due, the Client will acquire the right to use the Work in accordance with the purposes agreed in writing between the parties.
- 11.2. All material created or prepared by the Agency during the performance of the Assignment, including but not limited to concepts, layouts, texts, photographs, drawings, sounds, sketches, films (the "Material"), regardless of whether or not it has been included in the work, will be acquired from the Client, to whom all rights of economic use will be transferred, without prejudice to any rights of third parties relating to the Material, which will be indicated to the Client. Without prejudice to these rights, the Client shall be free to use, without limitation of place, time and means, the Material, in whole or in part, including for promotional or other activities other than those covered by the Contract.
- 11.3. In the event that there are limitations on the use of the Material, or part of it, or the rights are not freely assignable to the Client, the Agency undertakes to provide the latter with the information relating to authorisations, licences or releases necessary for its use, any costs of which will be borne by the Client.
- 11.4. The Agency undertakes to keep all the Material owned by the Client for the entire duration of this Contract and to return it, upon request, upon expiry or termination of the same. The Material, for the entire duration of the Agreement, will be kept by appropriate means, distinguishing it or identifying it as the property of the Client. The Agency will be responsible, during the period of validity of the Contract, for any loss, subtraction or deterioration of the Material, unless it proves that it has taken all possible measures to ensure its correct conservation.
- 11.5. A Client who has not acquired the rights under para. 11.3 shall not in any way copy, decompile, disassemble, modify, rent, lease and/or lend, or assign the Work or individual parts thereof.
- 11.6. In any case, the Agency may make unrestricted use of ideas and technological solutions it has



developed in connection with the development of the Work.

12. Credits

- 12.1. Unless otherwise agreed, the Agency is authorised to add its logo to the Work and include a link to its website.
- 12.2. The Client also agrees to be included in the Agency's reference client list and dissemination thereof by any means.
- 12.3. Subject to prior notice to the Client and failing indications to the contrary, the Agency may disseminate information regarding the delivery of the Work through the media and/or present it at any sector-relevant competitions or award events.

13. Withdrawal

- 13.1. Both Parties have the right to withdraw from the Contract if the Client does not accept the draft or the executive draft or the creative proposals offered by the Agency. The Client alone may also withdraw during the development phase of the Work.
- 13.2. If the Client withdraws from the Contract, the Agency will be entitled to payment of a percentage of the fee equal to the activities carried out up to the date of withdrawal.
- 13.3. If the Agency withdraws from the Contract, it must return to the Client all the sums received in relation to any activities not yet carried out.

14. External collaborations

- 14.1. The Client hereby authorises the Agency pursuant to Article 1656 of the Italian Civil Code to entrust the execution of the Work commissioned or part of it to external collaborators who guarantee seriousness and professionalism and who act under its control, remaining liable to the Client.

Section III - Ancillary Services and Management Services

This section applies to the Works defined in Article 01.1. lett. b) and c).

15. Duration, renewal and amendments of the Contract

- 15.1. The Contract concerning the provision of Management Services and Ancillary Services has a duration of one year from the date of activation of each of them, unless otherwise agreed between the Parties. After the aforementioned period, the Contract will be tacitly renewed, from year to year, unless the Client or the Agency notifies the other party by written deed within thirty days before the expiry date.
- 15.2. Once the contractual relationship has ceased for any reason, the Client and the Agency will be free from mutual obligations and the Services will no longer be rendered.
- 15.3. The Agency reserves the right to modify at any time the Contract relating to ancillary services with at least thirty days' notice, communicated by certified email. After the notice period, the new conditions of the Contract will be considered accepted and fully effective against the Client, except for the right of the same to withdraw, giving written notice at least thirty days before.

16. Ancillary Services

- 16.1. The Agency, in order to offer certain Ancillary Services that require technologies that it does not have (e.g.: *registration and renewal of internet domains; mailing, hosting; servers and internet connectivity; direct email marketing; payment services*), makes use of services carried out by third parties, which will be selected by it on the basis of the specific needs of the Client among those that offer the greatest guarantees of seriousness and professionalism.
- 16.2. To offer maximum transparency in the execution of the Contract, the Agency publishes a complete and updated list of its suppliers at the web address <https://immedia.net/it/terze-parti/> and communicates to the Client, at the latter's request or, in



any case, at its discretion, which suppliers it uses and the general conditions and policies applied by them.

- 16.3. The Agency is solely responsible for the adequacy of the choice of the supplier with respect to the information provided by the Client and is subject to the general conditions and policies prepared by the suppliers.
- 16.4. Unless otherwise agreed, the fees due for the individual Ancillary Services will be invoiced in advance on 1 January and 1 July of each year. If the activation takes place on different dates, the fee for the Service rendered from the day of activation until the first of the aforementioned dates will be invoiced on the last date, together with the amount due for the following six-month period.
- 16.5. The Agency, in order to offer the Client the best available technological solutions and to guarantee their continuity, reserves the right to change the suppliers and the characteristics of the Services referred to in the preceding points, subject to the Client's approval where this entails greater costs to be borne by the latter.
- 16.6 The Agency reserves the right to revise the fee due in relation to the Ancillary Services in the event that the costs of services rendered by third parties change in proportion to the increase in the volume or quantity of certain data and such volumes or quantities register increasing variations during the course of the relationship.

17. Hosting

- 17.1. The provision of the Hosting Ancillary Service includes server space, related software and the bandwidth necessary for the visibility of the site, the latter, however, when shared between multiple users or in case of continuous use or congestion of the network, may suffer limitations and slowdowns for which the Agency is not responsible. The Agency also offers a backup service for data stored on the server.
- 17.2. At the end of the relationship, the Client may request the last backup copy of the Work or the transfer of the same to another manager, if it has purchased the sources and has paid any fee due to the Agency. If the Client does not intend to purchase the sources, it may request a static copy of the Work by paying the fee for the man-hours necessary for its preparation. The Agency shall offer, subject to specific agreement with the Client, any further assistance with migration.
- 17.3. If the Client does not make any request pursuant to the preceding paragraph, fifteen days after the end of the relationship, the Agency will be released from any obligation of storage and custody and may proceed with the deletion of the data.
- 17.4. The hosting service may be interrupted in case of violation of the rules of use of the service offered by the provider or violation of criminal regulations. In such cases, the Client releases the Agency from any liability for damages.

18. Registration of domain names.

- 18.1. The success of the application for registration of a domain name is subject to its acceptance by the Registration Authority responsible for the extension chosen. In addition, certain apparently free domain names may already be in the registration phase in favour of third parties and not yet included in the databases of the Registration Authority. The Agency, therefore, will take care of any actions necessary for the registration of the domain name requested by the Client, but cannot guarantee this result.

19a. Content Management System

- 19a.1. If the development or use of the Work requires the use of a Content Management System (CMS), the Agency, taking into account the needs of the Client, may specifically create it, or use as a basis an open source CMS or one that is licensed by third parties, possibly adapting it to the specific use.



19a.2. In both cases, the related cost for use, maintenance and adjustment will be invoiced as agreed in the Commercial Offer.

19b. SEO, Web and Social Media Marketing

19b.1. The Agency offers a series of Services aimed at giving greater visibility to the Work or parts of it indicated by the Client, such as: search engine positioning services (SEO), consulting services and creation and management of advertising campaigns and channels on Social Networks.

19b.2. In the execution of the aforementioned Services, the Agency operates independently, in compliance with the guidelines defined in the Commercial Offer or, in any case, approved in writing by the Client and is authorised to assume the identity of the Brand in all interactions on social media (e.g.: status updates, blog posts, chat messages/forums, comments and responses to user comments, including via private messages or e-mail). The Client will confirm this authorisation by providing URLs, usernames and passwords for all its channels, if they already exist.

19b.3. Where agreed in writing between the Parties, the Agency will provide the Client with periodic documentation of the activities carried out and the data collected through third-party analysis tools, in the manner and terms previously agreed without in any case being able to guarantee absolute precision.

19b.4. Given the express nature of the services referred to in point 19b.1, the Agency cannot commit to any specific achievement of performance in their outcome. The Client therefore accepts that the Agency commits to an obligation of means only. Failure to achieve a specific objective, if not specifically stated in the financial terms or agreed in writing between the parties, cannot be attributed to the Agency and will not exempt the Client from the obligation to pay the agreed fee.

19b.5. Except in the event of wilful misconduct and gross negligence, the Agency shall not be liable for any damage caused to the Client as a result of the provision of the Services referred to in the preceding points. Such damages are addressed in paragraphs 11.1–6.

19b.6. Except for cases of wilful misconduct or gross negligence on its part, the Agency shall not be liable for any damage to the Client caused by social network channels if access to the management of such channels is open to parties other than the Agency itself. When imposed by social network rules, the Client is obliged to provide adequate information disclosure to users and provide for the acquisition of consent, if necessary.

20. Management Services

20.1. The Agency offers a staff that allows for the update of Work with interventions of a graphic, content and functional nature, which do not substantially alter the structure and architecture of the Work, as configured at the time of release and which do not imply the implementation of new features.

20.2. The Management Services will be provided at the Client's request, on weekdays from Monday to Friday, from 9.00 a.m. to 6.00 p.m.

20.3. The Agency, upon receipt of the Client's request, will carry out the necessary intervention and invoice the cost as specified below. Only in the event that the Client explicitly requests a quote, the Agency will wait for the approval of the quote by the Client in writing before carrying out the request.

20.4. If the fee is determined by the application of an hourly rate, the agreed amount will be due for each hour or fraction of an hour (on the basis of periods of 30 minutes) and will be increased by 50% if, for particular reasons of urgency, the work must be performed outside normal working hours.

20.5. In the aforementioned case, the amount due will be invoiced in the final balance on 30 June



and 31 December of each year or as otherwise agreed.

- 20.6. In the event that the fee is determined on a lump sum basis, through the purchase of a certain number of man-hours for the period of time indicated in the Commercial Offer, if the use of such hours is not requested within the agreed term, the Client will have the right to make use of it no later than three months after the expiry.

Section IV - Concluding provisions

21. Fees

- 21.1. As fees for the Work and the services necessary to carry it out, the Client will pay the Agency the sums indicated in the Commercial Offer in the manner and within the terms agreed therein. Unless otherwise stated, all fees are exclusive of VAT.
- 21.2. Failure to comply with the agreed payment terms, following a specific notice sent by certified email, will give the Agency the right to suspend the services at its expense, as well as to interrupt any service provided to the Client for any reason including through third parties, with exemption of the Agency from any consequent burden or responsibility.
- 21.3. The aforementioned services will be reactivated, where still available and with charge of the related direct and indirect costs, only upon payment of any residual debt of the Client.
- 21.4. With regard to the Management Services and the Ancillary Services, the Client may not assert rights or raise exceptions of any kind, unless after having made the payment due.

22. Other withdrawal and termination scenarios

- 22.1. The Parties have the right to withdraw if they become aware of the existence of insolvency proceedings against the other party. The Agency may also withdraw if it becomes aware of protests of securities or the initiation of enforcement procedures against the Client or, in any case, of any news that might make it more difficult or uncertain to pay the fees due.
- 22.2. Either party may terminate in the event of the assignment of this Contract where the transferee offers less guarantees of timely fulfilment of the obligations borne by it.
- 22.3. The Agency may also withdraw from the contract in the case referred to in paragraph 23.2 and in the event that the works are suspended pursuant to paragraph 06.3. for more than 30 days, being able in this case to invoice the fees accrued up to the date of interruption of the works, even if you do not exercise the right of withdrawal.
- 22.4. The Agency may withdraw if, as a result of laws, regulations or interpretative practices, adjustments to the Work are necessary whose omission determines the onset of responsibilities incumbent in whole or in part on the Agency and the Client does not want to carry them out or bear the costs.
- 22.5. The Agency will have the right to terminate the contract pursuant to Article 1456 of the Italian Civil Code for non-compliance with the obligations of the Client provided for by paragraphs 11.5 and 21.1.

23. Limitation of liability.

- 23.1. Any liability of the Agency, even of a compensatory or sanctioning nature, resulting from:
- a) a loss of data and/or functionality resulting from the variation of the Registrar and/or the transfer of data from previous hosting and/or database providers due to incompleteness of the information provided by the Client at the time of the request;
 - b) errors contained in the data communicated by the Client for the purpose of registering domain names;
 - c) damages resulting from defects or employees, from the use or non-use of the Work, or consisting of loss of business opportunities or savings, damage to image or loss of commercial reputation;
 - d) the use of mailing lists for sending newsletters provided by the Client, who undertakes to



hold it harmless from any claim of third parties.

- 23.2. Furthermore, the Agency is not responsible for the compliance of the Work with regulatory provisions, regulations, or interpretations subsequent to the date referred to in paragraph 08.1., nor is it required to adapt the Work to them in the absence of an explicit request from the Client.
- 23.3. Except due to its wilful misconduct or gross negligence, the Agency cannot be held responsible for malfunctions or defects in the safety and integrity of the Work, even as a guarantee if provided, if it has access to other parties beyond the Agency itself. In the event that the Work requires the intervention or provision of services of third parties identified and commissioned by the Client, the responsibility of the Agency is limited only to the activities in relation to which it has been designated as responsible by the Client and has accepted this responsibility in writing.
- 23.4. The responsibility of the Agency also for compensation or sanctions is in any case limited to a maximum amount equal to three times the fees due by the Client in compliance with paragraphs 21.1-4 and is excluded for damages deriving from loss of profits, failure to conclude contracts, loss of commercial opportunities and activities and interruptions of commercial activity.

24. Confidentiality

- 24.1. Except as provided in paragraphs 12.1-3., the Parties will treat the commercial information relating to the Contract and the confidential data of which they acquire knowledge in its execution with the utmost confidentiality and will not disclose the aforementioned confidential data and information or communicate it to third parties, unless with the express and prior consent of the other Party.
- 24.2. The Parties undertake to communicate to each other any event that has violated or endangered the confidentiality and/or integrity of the aforementioned data.

25. Processing of personal data of users of the Work

- 25.1. Where the Work allows the registration of users and the creation of databases, these will remain the exclusive property of the Client, who undertakes to provide the Agency and/or third parties indicated in paragraphs 14.1. and 16.1. all necessary authorisations and information for the purposes of processing personal data.
- 25.2. The Client undertakes to comply with the applicable legislation on databases, their processing and protection of privacy, including any obligations to notify the Guarantor.
- 25.3. Where necessary, the Client undertakes to confer the position of Data Processor pursuant to Article 28 of Regulation 2016/679 to the Agency and to the third parties indicated in paragraphs 14.1. and 16.1. If the direct appointment of third parties by the Client is not practicable, the Agency will appoint them as responsible parties pursuant to Article 28, paragraphs 2 and 4 of EU Regulation 2016/679, being expressly authorised by the Client with the acceptance of this Contract.

26. Disputes

- 26.1. The Contract is concluded in Italy and is governed by Italian law.
- 26.2. If the Contract, for convenience of reading, is also drawn up in languages other than Italian, the parties agree that only the version drawn up and signed in Italian will be legally binding between them.
- 26.3. If a dispute arises between the parties that requires the resolution of technical issues, the Parties, before making any recourse to the judicial authority, will refer the aforementioned issues only to the opinion of a professional appointed in agreement between them, or, in case of disagreement, of a board composed of three arbitrators, who are professors or university researchers or engineers and with specific computer skills, two appointed by each of the



parties respectively and the third by the professionals in agreement between them, or, in case of disagreement, by the President of the Order of Engineers of Palermo.

- 26.4. In the aforementioned case, without prejudice to the possibility of resorting to the judicial authority for the settlement of the dispute that has arisen, the Parties will, in any case, abide by the opinion of the arbitrators that will have the nature of a contractual expert and binding effectiveness with regard to the solution of only technical issues.
- 26.5. Except for the above, any dispute concerning the interpretation and execution of the Contract will be the exclusive competence of the Court of Palermo.

