

CONDITIONS FOR THE SUPPLY OF THE SWITE SERVICE

Provisions of a general nature

These Supply Conditions, together with the documents stated in Art. 2 below, govern the contractual relationship established between Dotweb S.r.l., with registered offices in Florence (FI), at Via degli Orti Oricellari 8D, VAT No. 10574061007 (hereinafter, "Dotweb") and the Customer for the supply of the Swite Service, as described below.

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1. Definitions

Where mentioned in the Agreement the terms below shall have the following meanings:

24/7/365: acronym used in the Contract to indicate that the Services are provided 24 hours a day, 7 days a week, 365 days a year.

Customer: the natural person or legal entity identified in the order phase.

Activation Confirmation: the notification that confirms activation of the Service ordered.

Conditions: these Conditions for the supply of the Swite service.

Contract: all the documents stated in article 2.

Third-level domain: the third-level domain, of the "swite.com/nomeutente" type, granted for use to him/her through the Service itself.

Confidential Information: (i) information about Dotweb and deemed or classified by the latter as private and/or confidential, to which the Customer is privy for any reason related to the implementation of the contract and/or (ii) information relating to the Supplier which, by its nature,

content, or the circumstances in which it is disclosed, would normally be regarded as such. In this regard, as an example, but not limited thereto, Dotweb's confidential information shall be understood to mean all the services, features, configurations and technical information on the Service, quotations, audit or safety reports and product development plans.

Order Form: electronic form available at <https://swite.com/en/>, which, when fully completed online by the Customer and sent or delivered by other means to Dotweb by the Customer following signing thereof, constitutes a contract proposal and formalises the request for activation of the Service.

Panel: the Service management area which the Customer accesses with his or her login details from the Customer Area, which may be reached from the page <https://swite.com/en/>.

Parties: Dotweb and the Customer.

Dotweb Services User Policy - AUP: the document drawn up by Dotweb and published on the website <https://swite.com/en/terms>, which sets out the rules of conduct and usage restrictions for the Service that apply to all Customers.

Service: the "Swite" service through which the Customer may create and publish a website on the third-level Domain, importing the content from an active profile owned by the Customer him or herself, from a so-called "social network".

2. Structure of the Contract

The Contract is comprised of the following documents:

- a) These Supply Conditions;
- b) The Order Form;
- c) The Dotweb Services User Policy;
- d) The Price List, where applicable with respect to the pre-selected Service.

3. Purpose of the Contract

The purpose of the Contract is to supply the Service to the Customer according to the technical and financial characteristics, type and procedures stated in the Order Form for the Service itself.

Any further service with respect to the purpose of the Contract may be provided, subject to a feasibility study, upon the specific request of the Customer according to the conditions, terms and consideration to be agreed.

4. Signing of the Agreement

4.1 The Contract is executed on the date of correct and punctual receipt by Dotweb of the Order Form, to be completed and accepted by the Customer as to every respective part, together with payment of the consideration for the Service. The sending of the Order Form shall constitute full acceptance by the Customer of the Conditions and all other documents mentioned in art. 2 above. In any event, it is hereby understood that use of the Services by the Customer shall constitute acceptance of all contractual conditions. The

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Customer is responsible for the truthfulness of the information supplied and grants to Dotweb the right to obtain any further information required for the purpose of activating the Service, in compliance with current legislation.

4.2 By submitting the Order Form, the Customer acknowledges and agrees that he/she is entering into a contract whose sole valid and effective version is that in the Italian language, whereas the other versions provided by Dotweb in any other foreign language are made available to the Customer only as a courtesy.

5. Service activation and provision

5.1 The Service is activated in accordance with the time frames dictated by hardware availability, and in any case as soon as possible. It is understood that any deadlines proposed for activation of the Service should be considered to be merely indicative. The Customer is required to perform any actions required of him/her for the purpose of activating the Service; any delays due to inaction by the Customer will not be attributable to Dotweb. In any case, the Customer will be informed of any delays in activating the Service.

5.2 It is expressly understood that Dotweb is not subject to any general monitoring obligation. It does not therefore control or monitor the conduct or actions taken by the Customer through the Service and it does not control or monitor the information and/or data and/or content processed in any way by the Customer or respective employees and/or associates with the Service itself; Dotweb is and remains extraneous to the activities that the Customer performs fully independently by accessing the Service remotely via the Internet. In any event, having gained access to the Service, the Customer is the only data controller, pursuant to legislative decree 196/03, of any data entered and/or processed while ordering the Service or in any case via the Service itself, for the entire duration of the Contract and for 30 (thirty) days after its expiration.

5.3 Dotweb shall not, in any case, assume any responsibility for any information, data, content entered or transmitted and, in any case, processed by the Customer by means of the Service, and in general for the use made of the aforesaid Service and reserves the right to take any initiative and action to protect its rights and interests, including providing the parties concerned with useful data to allow the identification of the Customer.

6. Duration of the Contract and renewal

6.1 The Contract shall govern the supply of Services to the Customer effective from the date on which it was signed. The Contract shall be effective until the expiration date of the Service, with each Party being entitled to withdraw, to be notified to the other party according to the procedures set forth in art. 13 below.

6.2 The Service must be renewed by the Customer before it expires - preferably at least 15 (fifteen) days before the said time limit - by forwarding the respective request and

the payment, according to the procedures and times as per Art. 7, of the amount indicated in the Price List in effect at the time of renewal. Once the renewal procedure has been completed as described above, the Service(s) will be renewed for the requested period effective from the expiry date thereof even in the event that the renewal procedure is concluded after the natural expiry date thereof, the renewal is performed after the expiry date of the Service(s) [sic]. Failure to credit to Dotweb the amount owed for respective renewal at least 2 (two) days before the expiry date shall be equivalent to notice of termination of the Service(s) by the Customer.

6.3 Subject to the provisions of the other documents forming part of this Contract, the Customer hereby acknowledges and accepts that on the expiration date of each Service and, in any case, at the end of the Contract for whatever reason, the Parties shall automatically be released from the respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive responsibility to obtain and store a copy of the data, information and/or contents processed by way of the Service(s), it being understood that once the Contract has ended or the Service has expired, said data, information and/or contents may no longer be recoverable. In any event, the Customer hereby holds Dotweb harmless against any and all liability for any loss or total or partial damage to data, information and/or content entered and/or processed by the said Customer by way of the Service(s).

6.4 The Customer shall remain solely responsible for any recovery of the data, information and/or contents entered and/or processed by the same, following reactivation of the Service as mentioned herein, if necessary by entering into a new Contract.

7. Fees, payment terms and procedures, warranties

7.1 Subject to any specific, separate and different agreement between the Parties, payment of the fees for the Service as stated in the Price List must be made by the Customer at the same time as the Order Form is sent and in any case prior to activation thereof.

7.2 Any payment made by the Customer shall bear a specific identification number and for this Dotweb shall issue the respective invoice within the month in question. The VAT due will be applied to all invoiced amounts, and, together with any other tax charge resulting from implementation of the Contract, will be borne by the Customer. In any case, the Customer hereby releases Dotweb from all and any liability resulting from transactions or payments made.

7.3 The Customer acknowledges and accepts that:
a) payment of the price of the Service must be made by one of the procedures published at <https://swite.com/en/>; and
b) for the purpose of determining the activation times, it is his/her express and exclusive responsibility to select the payment method considering the average processing time for the payments stated at <https://swite.com/en/>; and therefore,

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c) it is his/her express and exclusive responsibility to proceed with payment of the price to renew the Service in good time in order to ensure continuity and, in any case, before it is deactivated due to expiry of the Contract, considering for this purpose also the processing times of the payments stated in letter b) of this article.

7.4 The Customer expressly acknowledges and agrees that the invoice may be sent and/or made available to him/her in electronic format.

7.5 The Customer may use any remaining credits he/she may have, which for whatever reason have not been allocated to any Service, to purchase or renew any other service provided by Dotweb. This right may be exercised by the Customer within and no later than 12 (twelve) months from the date of payment of these credits according to the procedures stated at <https://swite.com/en/>. If the above time period expires before the Customer has used the aforesaid credit, the credit will be understood to have been forfeited to Dotweb and the Customer will not be entitled to claim its repayment or use.

7.6 The provisions of these Supply Conditions that relate to payment of the fee shall not apply until the respective expiry date, in the case of an order for a Service offered on a free promotion basis. The aforesaid Service may be renewed by the means stated in article 6 above.

8. Late payment or non-payment

8.1 The Customer may not raise objections of any kind unless he/she has first made the payments required by the Contract correctly and supplied the respective documentation to Dotweb.

8.2 In the event that, for whatever reason, the payment of the price is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited to Dotweb, the latter reserves the right to suspend and/or interrupt the activation and/or supply of the respective Service, with immediate effect, if it has already been activated. During the suspension of the Service, regardless of the reason, the Customer may not have access to data, information and/or content entered, transmitted and/or in any case processed by him/her by means of the Service.

9. Dotweb's obligations and limits of liability

9.1 Dotweb guarantees to the Customer the supply and use of the Service on a 24/7/365 basis, in accordance with the provisions in the Contract.

9.2 Dotweb's obligations and responsibilities vis-à-vis the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to Dotweb, the same shall not be liable for any amount in excess of that paid by the Customer for the individual Service, as ordered or renewed, that is affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is henceforth expressly excluded.

9.3 Dotweb does not create any specific backup of the data, information and/or content processed by the Customer by means of the Service. In any case, Dotweb does not offer any guarantee regarding the use of the Service with regard to the protection and storage of the aforesaid data, information and/or content.

9.4 Dotweb shall not be deemed in any way responsible for the use of the Service made in relation to critical situations, including, but not limited to, specific risks of personal injury, environmental damage, specific risks in relation to mass transport services, the management of nuclear power and chemical plants and medical devices; in such cases, Dotweb declares its willingness to evaluate and negotiate with the Customer a specific "mission critical" agreement with any respective SLAs.

9.5 Dotweb does not provide any guarantee as to the validity and effectiveness, probative or otherwise, of the Service or of any data, information, message, act or document associated with it or otherwise entered, communicated, transmitted, stored or in any way processed by means of the Service itself:

- a) when the Customer intends to use or enforce them in States or jurisdictions other than Italy,
- b) for their secrecy and/or integrity (in the sense that any violations of the latter are normally detectable by the User or the recipient by means of the appropriate verification procedure).

9.6 Dotweb shall not, in any case, assume any responsibility for any information, data, content entered or transmitted and, in any case, processed by the Customer by means of the Service, and in general for the use made of the aforesaid Service and reserves the right to take any initiative and action to protect its rights and interests, including providing the parties concerned with useful data to allow the identification of the Customer.

9.7 It is hereby understood, which the Customer hereby acknowledges and accepts, that Dotweb shall not be liable under any circumstance for damage suffered by the Customer him/herself and/or by Third Parties, directly or indirectly, as a result of use of the supplied Service.

9.8 Dotweb assumes an obligation of means and not ends. Dotweb may not be held liable for any direct or indirect damage suffered by the Customer following errors in data communicated by the former to the latter and in any case due to failure to grant use of the third-level domain to the Customer, regardless of the reason. Dotweb does not guarantee that the Services ordered by the Customer will be perfectly suited to particular purposes or in any case to his/her requirements.

9.9 Dotweb agrees to ensure the best functionality of the system, but shall not bear any responsibility with respect to the Customer or Third Parties for delays, poor operation, suspension and/or interruption in the provision of the Service brought about by causes not attributable thereto, including, but not limited to:

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- a) accidental events, catastrophic events or force majeure;
- b) third-party events, also including therein measures by the so-called "social network" used by the user, or even a Dotweb supplier;
- c) malfunctioning or non-compliance of connection equipment possessed by the Customer or in any case that used by the same;
- d) tampering or interference with the services or equipment by the Customer or by Third Parties not authorised by Dotweb;
- e) failures and malfunctioning of machines and software, whether owned by Dotweb or respective suppliers.

9.10 The Customer henceforth acknowledges and agrees that any so-called trial Services are provided with certain restrictions and/or specifications (including but not limited to: restrictions on the configuration of the chosen Services and/or their duration, the option of early termination and/or deactivation of the Services, restrictions on use, restrictions on the renewal option, financial characteristics) described from time to time at <https://swite.com/en/>, to which express reference is made; therefore, the Customer releases Dotweb from any and all liability for any direct or indirect damage or any other damage of any nature and sort sustained and that may be sustained due to or as a result of the aforesaid restrictions and/or specifications.

10. Customer's obligations and rights

10.1 The Customer is entitled to use the Service on a 24/7/365 basis, as laid down in the Contract and acknowledges that, in the event of any violation or non-fulfilment attributable to Dotweb, it shall not be liable for any amount over that paid by the Customer for the individual Service, ordered or renewed, which is affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is henceforth expressly excluded.

10.2 The Customer guarantees, also pursuant to and for the purposes of article 494 of the Italian Criminal Code, that the data, contact details and information provided to Dotweb for the finalisation of the Contract are truthful, accurate, up-to-date and such as to allow his/her identification and undertakes to inform Dotweb of any change thereto, including the email address stated in the Order Form, aware that non-observance of said obligation may lead to consequences including, but not limited to, even the revocation of the domain name. Dotweb reserves the right to verify such data and/or information by also requesting any additional documentation that the Customer henceforth agrees to submit. In any case, the Customer is and remains solely and exclusively liable on a civil and criminal basis for, upon identification, by any means, concealing or attempting to conceal his/her identity or declaring or attempting to declare a false identity, or in any case acting or attempting to act in a way such as to compromise or prevent identification thereof. In such cases, the Customer shall be considered

exclusively liable for all damage suffered and to be suffered by Dotweb and/or by third parties and in any case hereby undertakes to hold harmless and/or release Dotweb from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

10.3 The Customer acknowledges that Dotweb has no control over the Internet and that, due to the distinctive structure of the internet itself, it is not possible to guarantee its performance and functionality or to check the content of the information transmitted through it. For this reason, Dotweb shall not be held liable for the transmission or receipt of illegal information of whatsoever nature and type.

10.4 The Customer declares that he/she has all the technical knowledge required to ensure the correct use, administration and management of the Service and in any case acknowledges and accepts that the processing of data and/or information and/or content that he/she has put in place through said Service and its subsequent dissemination on the Internet through the Service itself are performed solely at the Customer's own risk and under his/her responsibility.

10.5 The Customer undertakes to use the Service solely for lawful purposes as permitted by the provisions of law applicable from time to time, by customs and habits, by diligence rules and in any case, without violating any rights of any third parties, thereby assuming all responsibility in this regard. In addition, the Customer also declares that he/she is the only and exclusive administrator of the Service and, as such, declares that he/she is the only person responsible (i) at his/her own risk, for the management of the data, information and/or content processed by him/her by means of the Service, their security and their storage and for the performance of any other activity deemed useful or necessary to ensure the integrity thereof, and to this end undertaking to apply appropriate and adequate security measures, at his/her expense and care; (ii) for the content of the information, sounds, texts, images, elements of form and the data that is accessible and/or made available by means of the Service and in any case, for any reason, transmitted, distributed or made available online by the Customer; (iii) for the malfunctions of the Service due to any use that does not conform with the Dotweb Services User Policy; (iv) for the loss or disclosure of the Service use codes or the additional codes assigned to him/her by Dotweb; (v) for the management of access to the Panel thereof (any connection, change to the Service or order made through the Customer's Control Panel, shall be presumed to be undertaken by the Customer him/herself).

10.6 Subject to the provisions regarding data processing referred to in article 5.4 above, the Customer guarantees, with reference to third-party data he/she may process during the order procedure and/or during use of the Service, that he/she has previously supplied them with the information required by article 13 of Legislative Decree 196/2003 and obtained their consent to the processing. In any event, it is hereby understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the

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obligations and responsibilities associated therewith and holding Dotweb harmless, pursuant to article 10.11 below, against any dispute, claim or other demand brought by third parties, in or out of court, with reference to said processing scenarios. In any event, having gained access to the service, the Customer shall be the only data controller, pursuant to Legislative Decree 196/03, for the processing of any data entered and/or processed through the Service.

10.7 The Customer undertakes to notify Dotweb, by using the Panel, of any change to his/her personal and contact details, including the address and email address specified at the order stage.

10.8 The Customer acknowledges and accepts that any operation performed through the Service shall be presumed to have been performed by said Customer and that third parties' knowledge of the login details for the Service or of other codes assigned to the Customer by Dotweb may enable said third parties to make inappropriate use of the Service and to access information and/or content or data processed thereby. As such, the Customer agrees to safeguard and use said login details/codes in complete secrecy and diligently, to change them on a regular basis and at intervals not exceeding 3 (three) months and to inform Dotweb in a timely manner of any unauthorised use thereof or of any other discovered security breach.

10.9 The Customer hereby undertakes to make every reasonable effort to respond promptly to anything that Dotweb may have formally communicated thereto in relation to the following circumstances:

- a) there are valid grounds for believing that the Service is used by unauthorised Third Parties;
- b) the Customer is involved, for whatever reason, in a court or out-of-court proceedings of a civil, criminal or administrative nature, in the event that said dispute concerns actions and conduct put in effect through the Service;
- c) the Customer's conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Contract or liable for one or more breaches of its provisions; or
- d) the Customer is using faulty or uncertified equipment, or there are malfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

10.10 The Customer acknowledges that Dotweb has no control over the Internet and that, due to the distinctive structure of the Internet, it is not possible to guarantee its performance and functionality or to check the content of the information transmitted through it. For this reason, Dotweb shall not be held liable for the transmission or receipt of illegal information of whatsoever nature and type.

10.11 The Customer declares to be in compliance as to licenses for the software that he/she has independently plugged in and uses through the Service and to bear the associated costs.

10.12 The Customer henceforth undertakes to release and hold Dotweb harmless against any and all requests and/or claims by third parties for damage caused thereto by or through the use of the Service. The Customer shall bear all costs, compensation for damages and charges, including any legal costs, which may result from such actions for liability and undertakes to inform Dotweb if such an action is brought against him/her.

10.13 The Customer shall equip him/herself, under his/her responsibility and at his/her own expense, with all devices (including, but not limited to, telephones, data transmission and processing devices and programs) suitable and necessary for accessing and availing him/herself of the Service. Dotweb does not provide any guarantee concerning the compatibility of equipment, programs (hardware and software) and applications used by the Customer with the Service, even if made available by Dotweb. All respective checks shall fall under the sole responsibility of the Customer.

10.14 The Customer acknowledges and accepts that, as a result of granting use of the third-level domain, he or she shall not obtain any right based on the same name and shall bear the responsibilities resulting from use and management of said third-level domain. He or she declares to hold the right to use and/or legal title thereto and not to breach, by way of such request to be granted use and/or by way of the chosen third-level domain, rights and/or interests of third parties. In addition, he or she shall bear exclusively any resulting liability as well as any other liability originating from title, use, management and contents of said third-level domain. He or she hereby releases Dotweb from any liability that may be asserted against it by anyone as a result of providing the service associated with said third-level domain.

10.15 As regards proof of all the operations carried out from the Panel, the Customer acknowledges and accepts, on his/her behalf and on behalf of any third parties whom he/she may have authorised to use the Service, for whatever reason, that only Dotweb's LOGS kept in accordance with the law shall be deemed valid. On the other hand, the Customer shall be solely and exclusively responsible for any other operation performed for him/her or for third parties or directly by the latter, as to the use, management and administration of the Service; accordingly, with regards to these operations he/she undertakes to:

- a) comply or ensure that third parties comply with the legislation in force from time to time and which applies to them, including the Data Protection Law (Legislative Decree 196/2003);
- b) to release and hold Dotweb harmless from any direct or indirect request or claim for damages, of any nature and type, brought by anyone in this regard.

10.16 Pursuant to art. 1407 of the Italian Civil Code, the Customer hereby provides his or her consent to Dotweb assigning the Contract to Third Parties and/or transferring to Third Parties, in whole or in part, its rights and/or obligations arising under the Contract.

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11. Support and maintenance

11.1 When provided for based on the type of Service purchased, technical support is provided exclusively according to the timeframes and procedures indicated and made available through the Panel. It may be provided by Dotweb and/or by the Companies linked thereto and/or owned by the former and/or belonging to the Aruba Group and by their staff, as well as by external Companies commissioned for the purpose by Dotweb. In any event, the Customer is required to promptly notify Dotweb of any irregularities or malfunctions that he/she may find with the Service. Dotweb shall make every reasonable effort to deal with the issues reported by the Customer as soon as possible, in line with the procedures and times according to which the support service is provided and indicated therein.

11.2 Dotweb may perform any "customized" actions and, in any case, actions designed to provide the necessary technical support to ensure smooth running of the Service. In such cases the Customer authorizes Dotweb and/or any companies appointed thereby to provide the requested and/or necessary technical support; the Customer acknowledges and agrees that this assistance occurs according to variable schedules based on the following criteria: a) the type of action requested; b) the arrival time of the action request; c) the nature of the priority of the action request. In order to allow for correct and rapid implementation of the requested action, the Customer agrees to provide all the specifications and information requested by Dotweb.

When the action pursuant to this paragraph is purely of a technical nature, the Customer:

- a) declares that he/she is aware that such support/maintenance action involves a high degree of risk for the functioning of the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the Service; and
- b) acknowledges and agrees that Dotweb, in performing the action, assumes no obligation of means nor of ends, and that, under no circumstance, shall it participate in the management or perform operations on data and/or information and/or content processed and/or placed by him/her through the Services and/or at a remote location not participating in and/or in any way determining the same; and
- c) hereby agrees to assume all the associated risks; and
- d) hereby undertakes, prior to implementing the action, to create a full backup copy of the data and/or information and/or content entered and/or processed via the Service.

11.3 Dotweb agrees to ensure a level of professionalism appropriate for performing the activities required in accordance with best practice and in any case with the required diligence and for the time strictly necessary for the provision of the requested service, and at the same time without acquiring and/or storing information in the Customer's archives.

11.4 Notwithstanding the above, in any case, the Customer hereby releases from all liability Dotweb and/or the Companies affiliated therewith and/or controlled by it and/or belonging to the Aruba Group and their staff, as well as the external Companies appointed for the action and their staff due to any direct or indirect damage of any nature and kind sustained and that may be sustained due to or because of actions as per this Art. 11.

11.5 Dotweb reserves the right to suspend or interrupt the provision of the Services in order to carry out technical maintenance. Under such circumstances, the Customer shall be notified via e-mail with an advance notice of 7 (seven) days; said notification will also specify the time period within which the service will be restored.

11.6 The Customer hereby acknowledges and accepts that Dotweb uses so-called "patching" software systems, which perform actions in an automated manner to remove any vulnerabilities, malware and/or viruses existing within the files uploaded by the customer to the space at his or her disposal and to rectify them. As such, the Customer hereby releases Dotweb from liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or because of such actions, including, but not limited to, those resulting from the interruption of the Service and/or lack of visibility of the website and/or data loss.

12. Suspension of the Service

12.1 Without prejudice to the application of arts. 13 and 14 below, Dotweb, at its discretion and without the exercise of said right being able to be contested against it as non-fulfilment or breach of the Contract, reserves the right to suspend or interrupt the Service, even without any notice in the event that:

- a) the Customer fails to comply with or finds himself/herself in breach of even only one of the provisions contained in the Contract, including those laid down in the Dotweb Services User Policy;
- b) the Customer fails to respond, in full or in part, to Dotweb's requests or in any event, his/her conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Contract or liable for one or more breaches of its provisions;
- c) there are valid grounds for believing that the Service is being used by unauthorised Third Parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of Dotweb, require emergency action to be taken or action relating to the resolution of security issues, danger to the entire network and/or to persons or property; in this case, the Service will be restored when Dotweb, at its discretion, has determined that the reasons which caused its suspension/interruption have actually been removed or eliminated;
- e) the Customer is involved, for whatever reason, in any court or even out-of-court proceedings of a civil, criminal or administrative nature and in any case in which the said

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dispute concerns actions and conduct put into effect through the Service or relating thereto, the Third-Level Domain, its contents or actions and conduct put into effect therewith.

f) it is requested by a Court.

g) there are justified security or confidentiality reasons;

h) the Customer is using faulty or uncertified equipment, or there are malfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and property.

12.2 In any case of suspension of the Service attributable to the Customer, Dotweb shall retain entitlement to any action for damage compensation.

12.3 During the suspension, regardless of the cause, the Customer may not have access to data and/or information and/or content entered and/or processed by him/her by means of the Service.

It is hereby understood that, in such cases, Dotweb shall not be liable for any loss, damage or harm suffered and/or to be suffered by the Customer and/or by Third Parties, whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, financial/economic losses, business losses, losses in proceeds and lost profits and/or loss of goodwill; as such, the Customer acknowledges and accepts that nothing may be claimed from Dotweb on the basis of indemnification, compensation, reimbursement or any other purpose.

13. Withdrawal

13.1 The Customer, qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw in the manners and forms set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date on which the Contract is signed without any penalty and without indicating the reasons thereof. Specifically, the Client shall inform expressly the intention to withdraw, by using the form existing at the link <https://swite.com/en/terms>, or any other explicit declaration of his or her intention to withdraw from the contract, by sending the withdrawal notification only by registered letter with confirmation of receipt to the address indicated in art. 19 below or certified email (PEC) to the address recessi@aruba.pec.it. In the event of exercising the right to withdraw, Dotweb shall reimburse to the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract was communicated, all payments received, by way of the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement.

13.2 Notwithstanding the foregoing, the Customer, whether or not qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), shall always have the right to withdraw from the Contract at any time, without any penalty and without providing the reasons, by written notification and by

attaching a copy of an identification document, sent by registered mail with confirmation of receipt to the contact details indicated in art. 19 below or by certified email (PEC) to the address recessi@aruba.pec.it. Withdrawal shall be effective within 30 (thirty) days from the date of receipt by Dotweb of said notification, entitling Dotweb to deactivate the Service and provide any reimbursement of the portion of amount paid corresponding to the number of days not used until the natural expiration date of the Contract, after deducting the costs incurred and/or to be incurred, in compliance with the provisions of art. 1, paragraph 3, of Decree Law 7/2007, converted into Law 40/2007. Dotweb reserves the right to withdraw from the Contract at any time and without being required to state reasons, by notifying the Customer in writing, with at least 15 (fifteen) days' notice, except in cases in which

(i) force majeure events arise;

(ii) the Customer is registered in the list of protests, is declared insolvent or has been admitted to or placed under bankruptcy proceedings;

(iii) is in breach for any reason with respect to Dotweb, even due to Contracts other than this one;

for these reasons, Dotweb reserves the right to withdraw from the contract with immediate effect.

It is hereby understood by the Parties that from the effective date of withdrawal, at any time and without further notice, the Service shall be deactivated and Dotweb shall reimburse the Customer for the portion of the fee paid corresponding to the number of days not used up to the next natural expiry date of the Contract, after deducting the costs incurred and/or to be incurred. In any event, any further liability of Dotweb due to the exercising of the right of withdrawal and/or loss of use of each Service by the Customer or the ensuing right of the latter to demand any other reimbursement, compensation or damages of any type and kind shall remain expressly ruled out.

14. Express termination clause – termination due to default – termination conditions

14.1 Without prejudice to the terms of other clauses of the Contract, it shall be deemed to have been terminated with immediate effect, pursuant to and in accordance with Art. 1456 of the Civil Code, if the Customer:

a) breaches the obligations provided for in Articles 10, 16 and 17 of the Supply Conditions as well as the provisions in the documents to which they refer;

b) violates the Dotweb Services User Policy;

c) undertakes any unlawful activity by using the Service; or

d) wholly or partially assigns the Contract to third parties, without the prior written consent of Dotweb.

14.2 In addition, in the event of failure to comply with the obligations stipulated in the Contract, Dotweb reserves the right to send to the Customer, at any time, for all intents and purposes referred to in Art. 1454 of the Civil Code, formal

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notice within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt.

14.3 Without prejudice to the provisions in the previous paragraphs 14.1. and 14.2., the Contract shall terminate automatically without Dotweb being required to send any notice to the Customer if, for an ongoing period of 36 (thirty-six) months, the latter does not use and/or access the Service.

14.4 From the date of termination of the Contract, in the event of the cases provided for under this article, the Service shall be deactivated without advance notice. In this event, the Customer acknowledges and accepts that the amounts he/she has paid will be withheld as a penalty by Dotweb and Dotweb shall be entitled to charge the Customer for any additional cost it may be required to incur, without prejudice, in any case, to its right to compensation for any further damage suffered.

15. Amendments to the Contract and/or to the Dotweb Policy

15.1 The Customer acknowledges and agrees that the Service under this Contract is characterised by constantly changing technology; for these reasons Dotweb reserves the right to improve the technical and financial features of the Service and the instruments relating thereto at any time, even after its signing, without this giving rise to any obligations of any kind for the Customer. The software licensing costs paid through Dotweb to the respective licensors shall be adjusted automatically in the event of a price change on the part of the licensee itself.

15.2 Should Dotweb make any technical-economic changes which are deemed to be detrimental or damaging in terms of performance and/or pricing or make changes to any part of the contractual terms and conditions, the Customer shall be informed of such changes by email or through publication on the website <https://swite.com/it/terms>. The above-mentioned changes shall take effect 30 (thirty) days after the date of their communication. If the Customer does not intend to accept the aforementioned changes, including those regarding the fee, he or she may exercise within said deadline the right to withdraw from the Contract by written notification to be sent by registered letter with confirmation of receipt to Dotweb s.r.l. Via degli Orti Oricellari 8d, 50123 Firenze (FI) or by certified email (PEC) to the address recessi@aruba.pec.it. If the Customer fails to exercise the right of withdrawal according to the time limits and manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the same.

15.3 Notwithstanding the above, Dotweb may change the technical features, systems or resources as a result of the normal technological evolution of hardware and software components, guaranteeing to the Customer the same functionality.

15.4 Dotweb reserves the right to amend the Dotweb Services User Policy at any time because of the requirements referred to in paragraph 1 above or in compliance with

provisions of law; also in this case the Customer may exercise the rights provided for in paragraph 2 above.

16. Copyright and licensing

16.1 The Customer is required to use the Service in compliance with Dotweb's intellectual and/or industrial property rights as laid down in the Dotweb Services User Policy. The software, as with any other copyright or other intellectual property right, is the exclusive property of Dotweb and/or their assignors; therefore, the Customer does not acquire any right or entitlement in this regard and is only entitled to use it while the contract is in force.

16.2 In the case of licences provided by third-party suppliers through Dotweb, the Customer acknowledges having examined their terms and agrees to use the software in accordance with the procedures specified on the respective websites exclusively for his/her own personal use. The Customer undertakes to accept and comply with the terms of these licences. The Customer declares that he/she is aware that the Licences apply between the Customer and the holder of the copyright thereon with the exclusion of any liability on the part of Dotweb.

17. Information security

The Customer, acknowledging that the company, Dotweb, is equipped with means and/or instruments deemed suitable for protecting information security (physical, logical, IT and organisational) in the most effective way, hereby undertakes not to disclose or make howsoever available to third parties any confidential information known or handled in connection with the performance and/or application of the Contract in the absence of Dotweb's specific written consent.

18. Final provisions

18.1 The Contract shall cancel and replace any previous agreement that may have been entered into between Dotweb and the Customer concerning the same subject, and shall constitute the final and integral expression of the agreements entered into between the Parties on this subject. No amendment, footnote or clause howsoever added to this Agreement shall be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to the Contract.

18.2 Under no circumstance may any breaches and/or conduct by the Customer that differs with respect to the Contract be considered as exceptions thereto or tacit acceptance thereof, even if not contested by Dotweb. Any failure by Dotweb to exercise or assert any right or clause of this Contract shall not constitute a waiver of those rights or clauses.

18.3 Unless expressly indicated otherwise in the Contract, all notifications to the Customer may be carried out by Dotweb indiscriminately by hand, via email, whether certified

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or not, by means of registered mail with return receipt, ordinary post, or by fax to the addresses indicated by the Customer at the order stage and, consequently, such notifications shall be considered known by the same. Any changes to the Customer's addresses and details, including the address and email indicated in the order phase, not notified to Dotweb according to the procedures set forth in the Contract shall not be the subject of a complaint thereto.

18.4 With the exception of the cases specifically provided for in the Contract, all notifications that the Customer intends to send to Dotweb relating to the Contract, including support requests, shall be sent according to the procedures indicated on the website <https://swite.com/en/>.

18.5 The contract entered into with the customer shall be sent by email, kept in Dotweb's computer systems and shall be sent to the Customer upon request in the manner indicated in paragraph 18.4 above.

18.6 Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

18.7 The Customer acknowledges and accepts that Dotweb may communicate to third parties and/or disclose in any way the details relating to the Contract (including but not limited to: the purpose, the term and the name of the Customer) as commercial information for the promotion of its own products or services.

18.8 Relations between Dotweb and the Customer established in the Contract may not be understood as agency, representation, collaboration or association agreements or other similar or equivalent contractual forms.

18.9 The Customer undertakes not to transfer the Contract to third parties without Dotweb's prior written permission.

19. Complaints

Any complaints concerning the supply of the Service shall be sent to:

Dotweb s.r.l.

Via degli Orti Oricellari 8d

50123 Firenze (FI)

by registered letter with confirmation of receipt, or sent by way of a support service ticket, within and no later than 7 (seven) days from the time when the subject of the claim occurred. Dotweb shall investigate the complaint and shall provide a written answer within 30 (thirty) days from receipt thereof. In the event of complaints due to particularly complex circumstances, which do not permit a full reply within the time limits referred to above, Dotweb shall notify the Customer within the aforementioned times on the progress of the case.

20. Extended validity

This clause, the other clauses of these Conditions set out below as well as the provisions laid down in documents to

which reference is made in these clauses shall continue to be valid and effective between the Parties even after the termination or the resolution for whatever reason due to or attributable to any party:

1. Definitions

5. Service activation and provision

9. Dotweb's obligations and limits of liability

10. Customer's obligations and rights

13. Withdrawal

14. Express termination clause - termination due to non-fulfilment - termination conditions

16. Copyright and licensing

17. Information security

22. Applicable law, jurisdiction and competent court

21. Processing of personal data

21.1 The processing of the Customer's personal data disclosed by him/her to Dotweb for the purposes of the fulfilment of this Contract and the subsequent provision of the Service, shall occur in compliance with Legislative Decree 196/2003, the privacy policy issued by Dotweb in the Service ordering phase and pursuant to the consent to the processing of the information provided at the time by the Customer. The data subject to processing, for the purposes of the fulfilment of the Contract, may be disclosed to third parties, including Dotweb suppliers, based abroad within the European Union, in accordance with and within the limits laid down by art. 42 of Legislative Decree No. 196/2003 and abroad in non-EU countries within the context and within the limits specified in art. 43 of Legislative Decree No. 196/2003.

21.2 The Customer guarantees, with reference to third-party data handled by him/her at the order stage and/or during the use of the Service, that said parties have been provided, in advance, with the information referred to in article 13 of Legislative Decree No. 196/2003 and that said parties' consent has been obtained for such processing. In any event, it is understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with this role and holding Dotweb harmless against any dispute, claim or other demand that may come from third parties with reference to such processing circumstances.

22. Applicable law, jurisdiction and competent court

22.1 The Agreement is exclusively governed by Italian law, with the exclusion of any application of the United Nations Convention on Contracts for the International Sale of Goods. These Conditions were drafted and prepared in observance and in compliance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation of new businesses) and in Legislative Decree 70/2003 (Implementation of Directive 2000/31/EC on certain legal

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aspects of information society services, in particular electronic commerce, in the Internal Market); they shall be understood to be automatically modified and/or adjusted in line with the provisions on the matter in subsequent provisions of the law and/or regulations.

22.2 For anything not expressly provided for in the Contract, the Parties make express reference, as far as possible, to the legal provisions currently in force.

22.3 Italian Courts shall have exclusive jurisdiction to settle and decide upon any and every dispute relating to the interpretation, performance and/or application of the Contract, unless the Customer acted and executed the Contract in the capacity of Consumer for purposes other than for any business or professional activities conducted; in this case, the Courts of the country where the Consumer was domiciled at the time of entering into the Contract shall have jurisdiction, unless the respective Consumer prefers to apply to Italian Courts.

22.4 When, based on the paragraph 2 above, jurisdiction to settle and decide upon any and every dispute relating to the interpretation, performance and/or application of the Contract is determined:

a) to lie with Italian Courts, the Court where the defendant is domiciled or is headquartered shall have territorial jurisdiction, unless the Customer acted and entered into the Agreement in the capacity of Consumer for purposes other than for any business or professional activities conducted; in this case, the Court of the District where the Customer was domiciled at the time of entering into the Contract, if located in Italy, shall have exclusive jurisdiction. Otherwise, the Court of the District where the Supplier is headquartered shall have exclusive jurisdiction;

b) to lie with Courts in a country other than Italy, the Court of the District where the Customer is domiciled shall have territorial jurisdiction, if still located in the territory of the country, where domiciled at the time of entering into the Contract. Otherwise, if the Customer prefers to apply to Italian Courts, the Court where the Supplier is headquartered shall have exclusive jurisdiction.