

Special Conditions of Service for "magnews Platform" Clients in case of Reselling

These Special Conditions of Service govern the supply of the "magnews Platform", in the event of Resale by subjects, legal persons (hereinafter "Partners") other than Diennea s.r.l. (hereinafter "Supplier") in order to regulate the provision of the "magnews Platform" service ("Service") to the Partner's client ("Client").

Definitions

"Ordinary Maintenance": indicates the scheduled maintenance of the Supplier's systems.

"Extraordinary Maintenance": indicates the unplanned maintenance of the systems of the Supplier caused by events beyond the reasonable control of the Supplier.

"MagNews Platform": is the system of software and hardware designed, created, developed and managed by the Supplier that allows the management of service of pushing of the personalized information by e-mail, SMS and fax.

"Rules of Use": indicates the document available on following hyperlink: <https://www.magnews.com/acceptable-use-policy>, which identifies the basic principles for the correct use of the MagNews Platform by the Client.

"Supplier's System": generally indicates the set of hardware, software, networks and telecommunication systems (expressly including MagNews Platform) organized by the Supplier for the provision of Services and, specifically and depending on the context, each of these elements.

"Users": indicates the recipients of messages and / or notifications and, more generally, of the Client's communications.

Ownership of the database

The Client declares that the controllership of the databases of the Users used for proceeding to the submission of communications by the same by means of the

Supplier's Systems (with specific referral to the MagNews Platform) vests in the Client itself.

The Client declares that User databases under controllership of third parties or unlawfully acquired will not constitute the subject of the use of the Service.

Rules of Use

The Client declares to have read and understood the Rules of Use: <https://www.magnews.com/acceptable-use-policy> of the Supplier, and commits to use the MagNews Platform according to the principles outlined therein; he also recognizes that different use of the MagNews Platform from what is indicated in the Rules of Use of the Supplier constitutes a severe and relevant conduct and, if it will be the case, illegal or otherwise in violation of the law and/or rights of the other relevant. Upon the occurrence of this case, the Partner has the right to suspend the Service or to terminate the contract pursuant to art. 1456 of the Italian Civil Code. Where there is injury to the Partner or to third parties, the Client undertakes to hold harmless and indemnify the Partner or said third parties against any claim for compensation.

Confidentiality

The Client and the Supplier mutually guarantee that its personnel and the personnel of other parties that may be appointed by them, will treat as confidential any information or any other data of which they have acquired knowledge during or in connection with any activity relating to the execution of the Service, and undertake to not divulge them and to use them within the limits provided for by the written agreements between the Parties and the applicable laws and regulations.

The Client acknowledges that the obligation of confidentiality also applies to the ideas, methodologies and technical expertise that the Supplier develops and/or implements for the performance of the Service as well as all the materials provided and developed for the performance of the Service.

Termination and Indemnity

In the event that the activity carried out by the Client through the use of the Service leads to the inclusion of IP addresses or domains provided by the Partner or by third party suppliers, whether shared or dedicated, in the “Main Monitored Blacklists” (available at the following link: <http://www.magnews.com/blacklist-monitor-service/>), the Partner reserves the right to proceed with the timely blocking of sendings and the definitive closure of the account. The Partner retains the right to compensation for any damage suffered.

These rules refer to serious and relevant conduct and, where necessary, illegal or in any case in violation of the law and / or the rights of others. Upon the occurrence of such conduct, the Partner reserves the right to suspend the Service and the right to terminate the contract pursuant to art. 1456 of the Italian Civil Code. In the event that the Partner or third parties are prejudiced, the Client agrees to indemnify and hold the Partner and its suppliers harmless from any claim for compensation.

Retention of Data and Information – Reference

The Supplier will process data and information of the Client for the purposes strictly necessary to the provision of the Service, without prejudice to the Supplier’s faculty to process it in anonymized and/or aggregate form for statistical purposes and to improve the Service.

The Client declares that the retention times available at the following link <https://www.diennea.com/en/retention-data-and-information> indicate the instructions that the Supplier, as Data Processor (or Sub-Processor), undertakes to comply with, without prejudice to the Supplier’s right to retain data in order to comply with specific legal obligations, regulations and/or requests from authorities, as well as to assert or defend its rights and interests against any claims, actions and disputes regarding the provision of the Services covered by the Contract. In the event of changes to the above instructions, the Client shall, in written form, inform the Supplier or, alternatively, the Partner, who will send them to the Supplier. The Supplier reserves the right to quote any additional costs associated with the provision of the service on the basis of the specific requests made.

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Standard Platform Usage Limits

The standard limits of usage of the Platform are specified at the following link:
<https://www.magnews.com/standard-limits-of-use-of-the-platform/> .

Maintenance

The Supplier reserves the right to suspend, in whole or in part, access to the MagNews Platform for Ordinary and/or Extraordinary Maintenance needs.

The Supplier will give prompt notice of the intervention of Ordinary Maintenance within 5 (five) working days prior of such maintenance.

The Supplier shall make every effort, but without giving any undertaking in this regard, to forewarn the Client of the work of Extraordinary Maintenance and to minimize inconveniences resulting from these interventions.

Exceeding User threshold

When the User threshold applicable to the Client at the time of signing the contract, or that which has been applied over time due to effective use of the Service, is exceeded, the Supplier will invoice the User threshold effectively used.

SLA/ Up Time

The level of service offered by the Supplier is available at the following link:
<https://www.magnews.com/magnews-service-level-agreement-sla/>