

GENERAL TERMS AND CONDITIONS

Supplier

Softgenia Srl C.F. 13220190964, with registered office in Viale Montenero, 70 Milan, registered in the register of companies, no. REA MI - 2710671, of the Chamber of Commerce of Milan (hereinafter the "Provider" or "Supplier").

1. Introductory Provisions

1.1 These General Terms and Conditions regulate the rights and obligations arising from the use of the Provider's Service through the user interfaces accessible on the website <https://milanosites.com> by a natural or legal person who concludes a contract with the Provider for the supply of the product (hereinafter "Contract" and the "Customer").

1.2 Specifically, the services defined by the Basic, Standard and Premium Packages are provided through their subscription from the website <https://milanosites.com/it/prezzi>. These packages are subsequently provided and made available to the Customer via online payment. The Customer uses the Provider's Service in particular for the management and administration of its website, e-commerce functionality and social media marketing.

1.3 Rights and obligations arising from normal browsing on <https://milanosites.com>, not in connection with the provision of the Service, are governed by the Website Terms and Rules of Use.

1.4 The Customer is required to learn and apply these Terms and Conditions and, by registering on the Provider's website and/or in the application or by using other way (e.g. by browsing) the Supplier's website and/or the application, the Client acknowledges the current version of these General Terms and Conditions and is obliged to comply with them.

1.5 The Client is obliged to train all persons who will work with the Supplier through the Supplier's website and/or application on behalf of the Client and with their knowledge of the contents of these General Terms and Conditions.

1.6 These General Conditions shall come into force and effect from the moment of their publication and are also an integral part of the Contract concluded between the Supplier and the Customer (via order and/or submission of the relevant electronic form on the Supplier's website).

2. Subject of the Contractual Relationship

2.1 The object of the contractual relationship between the Supplier and the Customer is specifically to entrust the management of its website to the Supplier, which undertakes to manage the Customer's website, carry out its design and maintenance as well as all the services listed at the time of signing and defined below:

Basic Package - Inclusive of:

- a. Construction of your website
- b. Design of your website
- c. Text copywriting written with a SEO perspective
- d. Company logo
- e. Website testing
- f. Assistance from Monday to Friday
- g. Custom domain name
- h. Corporate e-mail

Standard Package - Including:

- a. Basic package included
- b. Telephone support
- c. E-commerce functionality

- d. Product integration
- e. Shopping cart integration
- f. Integration of payments
- g. Advanced SEO strategies
- h. Google business setup
- i. Reviews displayed
- j. Unlimited editing
- k. Chat support

Premium Package - Including:

- l. Standard package included
- m. Social media integration
- n. Web optimization
- o. Social media marketing
- p. Additional design layouts
- q. Access to premium themes
- r. Two custom blogs per month
- s. 5-star content
- t. Online advertising
- u. Premium SEO strategies

3. General Conditions of Service.

3.1 The Provider will provide the Service to the Customer under the following conditions:

a. The Service is active from the moment of payment through the site <https://milanosites.com> completely secure in sending payments through the provider Stripe, the Service does not store any kind of data related to payments that take place in encrypted mode; however, the Provider does not guarantee complete anonymity, because it is not completely dependent on the

Provider, but also on all parties using the Service, as well as on the Customer's staff,

b. Internet access is a prerequisite for using the Service. The Customer is responsible for the choice of the Internet service provider and payment of the related costs; in case of unsuitable connection the Provider shall not be responsible for any impediment to the use of the Service.

3.2 The Customer is obliged to keep his user account access data confidential. The Customer acknowledges that the Supplier is not liable for any breach of this obligation by the Customer, in particular for the misuse of the Customer's user account by third parties.

3.3 The Supplier shall constantly take measures to avoid interruptions, limitations, disruptions or reductions in the quality of Product availability, within the scope of which it may carry out planned and unplanned downtime in the provision of the Contract for the purpose of inspection, maintenance or replacement of hardware, or creation or modification of websites, software or other computer programs.

4. General Conditions of Use of the Product.

4.1 While using the Product, the Customer and persons authorized by the Customer, related persons or persons representing the Customer, or their employees or other persons in a similar capacity, are required to abide by these General Terms and Conditions, comply with applicable legal regulations, act honestly and in accordance with good morals. The Customer shall conduct itself at all times in such a manner as to avoid damaging the reputation of the Supplier or causing damage to the Supplier or other users of the Product or other persons.

4.2 In particular, the Customer shall not have the right to interfere in any way with the content or technical parameters of the Product, to interfere with

its security, to prevent other users from making full use of it, to create false, misleading or deliberately distorted documents or otherwise dishonest and/or grossly indecent content (vulgarity, defamatory comments, etc.).

5. Basic rights and obligations of the Supplier

5.1 The Provider is responsible in ensuring that the availability of the Service is not less than 97% as measured on all working days of the calendar month from 8:00 a.m. to 8:00 p.m. at the location where the Provider's server is connected to the network. In particular, the Provider is not responsible for any interruption or disruption of the Internet connection provided by third parties.

6. Basic rights and obligations of the Customer

6.1 Before using the Service, the Customer is required to familiarize himself/herself with these General Terms and Conditions, the Product Privacy Policy, and the Site Terms of Use and to use the Product only in accordance with these documents.

6.1 The Customer shall promptly notify the Provider of any, interruptions and other failures of the Service after they occur and describe them in detail by email info@milanosites.com

7. Terms of Registration

7.1 A registered user is a user of the Supplier's website who is interested in using the Product and completes and submits the relevant registration form. At the time of registration each user is required to provide the following information: (i) first and last name and tax code, or company name tax code in the case of a legal entity, (ii) telephone contact with area code, (iii) e-mail address, (iv) registered residence as declared to municipal authorities or registered office of the legal entity, (v) P. VAT and SDI for sending the electronic invoice in case of legal entity, (vi) login data (password and user name), (vii) server location with data storage in accordance with

Article 7.2 of these General Conditions. If the user does not enter each of the mandatory data, these data will be automatically highlighted and it will not be possible to continue registration without filling them in.

7.2 When registering under Article 9.1 of these General Terms and Conditions, the user chooses the location of the server with data storage on which the user's data collected in connection with the use of the Product will be stored. The default data storage server for already registered users is a server located in the European Union. Any change in the location of the data storage server is only possible with the prior consent of the Provider. Storage of user data on the data storage server outside the options specified in the registration form is possible only according to the technical possibilities of the Provider and with his consent. This article applies similarly to the case of

conclusion of the contract by order under Article 10.4 of these GTC.

7.3 By clicking on the "Buy" button (or other wording and icons) in the relevant registration form <https://milanosites.co/it/prezzi> and the additional "flag" confirming your willingness to register and contract, you submit the relevant form and at the same time agree to these General Terms and Conditions, the duration of the contract, the payment terms, the amount and the Terms of Use. It is not possible to submit the payment if all fields marked as mandatory in this form are not completed and at the same time if the user does not declare that he/she agrees with the text of these General Terms and Conditions and, if applicable, does not meet other registration conditions set by the Provider.

7.4 Upon registration of the payment, the relevant accrual invoice is sent to the indicated SDI and the user can access the service - the user thus becomes the Supplier's customer.

a) The Customer shall provide personal data that is current, true and complete information about the Customer's person in accordance with the relevant requirements of the Provider and that the Customer does not commit a violation of the right to protection of personal data personal data by providing the data or name of another person, including the use of a user name, password or other information of another person.

7.5 The Contract, if it is for services of a continuous nature, shall be deemed to be conferred for the duration of one year (to be understood from the starting date of signing this contract) shall be tacitly renewed for another year on the same terms and conditions and so on, unless

terminated by either party by registered letter with return receipt or Pec with at least three months' notice.

7.6 In case of early termination by the customer, before the agreed termination date, a penalty equal to 3/12 of the annual fee for the agreed services as set forth above (including any variations) shall be established.

7.7 In any case, the Company's right to obtain, in addition to the above, the payment of accrued and unpaid fees for services already performed or in progress at the time of withdrawal remains unaffected

7.8 The Supplier has the right to block the Customer Account at any time, even without prior notice, if the Customer violates its obligations under the law or these General Terms and Conditions or has any other serious reason to do so. The blocking of the Customer Account shall not affect the fulfillment of any obligations of the Customer arising in connection with the use of the Product.

8 Conclusion of the Contract.

8.1 The Contract between the Supplier and the Customer is concluded through the expression of the Customer's willingness to adhere to the terms and conditions of supply described in this form through the affixing of a specific "flag" of express acceptance on the interactive form entered for this purpose on the Supplier's website allowing its registration or in the form of an order, both subject to these General Conditions. Thus, the Contract is considered concluded and perfected.

8.2 After the conclusion of the Contract, the Customer will be provided with access to the Service that enables the commencement of the relationship in the manner described in paragraph (2) according to the purchased Package

closing via website

8.3 If the contract is concluded via the interactive form on the Supplier's website, it becomes binding on the Supplier upon payment of the price or other remuneration to the Supplier in accordance with Article 11 of these GTC.

termination by order

8.4 If the Contract is concluded in the form of an order, the Contract will be concluded at the time the Supplier accepts the Customer's order in writing - at which time the Contract shall be deemed concluded and perfected and the Supplier shall be entitled to payment of the price or other remuneration from the Customer.

The Supplier will promptly confirm the conclusion of the Contract to the Customer by an informational e-mail to the e-mail address provided by the Customer.

8.5 If the Contract is concluded by means of an order, the Customer shall issue and send a written order to the Supplier no later than ten (10) business days prior to the requested date of making the Service available. The Supplier is not obligated to accept an order received subsequently.

8.6 The Customer's order must always contain the following information:

- a. identification of the Customer, the Customer's contact person and e-mail address, VAT number and/or CF and the SDI for sending the electronic invoice.
- b. the specification of the version of the Service to be ordered
- c. the requested date of availability of the Product
- d. other information relevant to the respective order.

8.7 The Supplier will send the confirmed order to the Customer within the next five (5) business days of receipt. The order confirmation will contain the calculation of the Fee for the provision of the Product and a reference to these General Terms and Conditions and their binding effect of the order. On the date of receipt of the confirmed order, the Contract will be concluded.

8 Payment Terms.

9.1 The invoice for the services performed related to the "Package Rate" (indicated in Table 1) shall be issued at the time of signing this Contract and shall be paid by direct remittance by bank transfer to the following Bank account: Banca BCC - Milan (MI) - IT25H08453016020000000246254.

9.2 The invoice for the services performed related to the "Maintenance Fee" (indicated in Table 1) will be issued at the time of payment by credit card, depending on the mode chosen (indicated in Table 1) settled by Credit Card through the section of the website Milanosites.com at the link <https://milanosites.com/it/prezzi/> selecting buy referring to your package.

1) The minimum duration of the contract is one year from the date of signing these Terms and Conditions and tacitly renewable.

9.3 The Client shall make payment of the Fee by direct remittance bank transfer upon receipt of the invoice corresponding to the conclusion of the Contract in the form of an order in the manner agreed in the order. The Customer agrees to have sufficient funds on the payment due date to settle the Fee by the payment method selected in the Contract and to update the selected payment method, if necessary, to avoid its due date.

9.4 If the Customer does not have sufficient funds on the due date for payment of the Fee, the Provider will send a "payment failed" email message to the email address provided by the Customer and attempt to re-deposit the amount - no more than five (5) times - using the credit or debit card provided.

9.5 If the Customer is late in paying the amount due or any part thereof to the Provider for more than ten (10) calendar days, the Provider shall have the right, without prior notification, to temporarily restrict or block the Customer's use of the Service or cancel the provision of the Service.

10 Termination and Withdrawal

10.1 The Supplier alone shall have the right to terminate this Contract without giving any reason on three (3) months' notice. The Customer shall only have the right to terminate the Contract with at least three months' notice before the natural expiration date or the expiration date resulting from tacit renewal. The notice period shall be three (3) months and shall begin on the first day of the month following the month in which the notice is delivered to the other party. If

the notice from the Customer is not received by the Supplier within the aforementioned period, the termination shall be deemed to be completely ineffective and the contract shall see its validity renewed for an additional 12 months from the natural expiration date.

11 Processing of Personal Data

11.1 The Supplier undertakes to process the personal data of the users of the Product in accordance with the General Data Protection Regulation (GDPR) and the relevant legal regulations of the Republic of Italy and guarantees the highest possible standard of security of the personal data of the data subjects.

11.2 In terms of the provision of the Service, the Provider declares that in connection with the use of the accessible user interfaces the Provider does not collect any personal data of data subjects unless such data is voluntarily provided to the Provider by the data subject using the Service.

11.3 As part of the common use of the website <https://milanosites.com> not in connection with the provision of the Service, the Provider collects personal data of data subjects solely for marketing purposes in accordance with the Product Privacy Policy document , which forms an integral part of these General Terms and Conditions and which regulates in detail the rules according to which the Provider processes personal data of data subjects.

11.4 An integral part of these General Terms and Conditions is the 'Data Processing Addendum (Personal Data Processing Agreement), which further regulates the rights and obligations of the Supplier as a data controller and the Customer as a data controller arising from the General Data Protection Regulation (GDPR) and the relevant legal regulations of the Republic of Italy and the European Union on the processing of personal data by the Supplier for the Customer during the provision of the Service.

12 Protection of Supplier's rights, liability

12.1 The Supplier is the owner of all rights, in particular copyright under the Copyright Act, in the Product and all its components, with the exception of the content of the Reports made available through the website of the Supplier and/or the Customer or on their behalf, as a copyrighted work, in particular to the graphics, multimedia content, source code of the software

applications that are part of the Product, as well as to the concept and general idea of the Product and all components of its

processing. The use of any part of the Product (in particular the graphic design, multimedia content, source code, etc.) is possible only with the express permission of the Supplier.

12.2 In case of unauthorized use of any part of the Product without Supplier's consent, Supplier is authorized to use all means to protect its rights and legitimate interests in accordance with the Italian law on copyright and related rights also in terms of compensation for damages. In the event of unauthorized use of the Supplier's idea, platform and/or software implemented through the Product or other unauthorized actions against the interests of the Supplier, the Supplier is authorized to resort in particular to all legal remedies provided by Italian Law, including the obligation for the offender to refrain from unfair competition behavior or eliminate the defective condition and, where applicable, claim appropriate compensation, indemnification and recovery of sums paid but not due.

12.3 The Supplier shall not be liable beyond the scope specified in these General Terms and Conditions for the functionality of the Product, nor for the timeliness, accuracy, and factual correctness of the information posted on the Supplier's website and/or application. The Provider reserves the right to partially or completely limit the functionality of the Product to any extent or to change the content of the information published on the Provider's website and/or the application at any time without further notice. The Supplier shall not be liable to the Customer for any damages that may be caused to the Customer. Any termination of the supply of the Product shall not affect the Supplier's claims to payment of the compensation to which it was previously entitled under these General Terms and Conditions and their attachments.

12.4 The Supplier shall not be responsible for the content of any part of the Product created for the Customer, i.e. in particular, but not limited to, the content of the Customer pro li and the content of the Reports, nor for the truthfulness, timeliness and accuracy of the i published data.

13 Contact Details

13.1 Unless otherwise agreed, all communications relating to the supply of the Product and these Terms and Conditions shall be made to Supplier via the contact details listed above.

14 Final Provisions

14.1 During the course of the supply of the Product, circumstances may arise which create a reasonable need for subsequent amendments to these General Conditions. To this end, the Provider is authorized to amend the GTC to the extent necessary. The Provider is obliged to inform the Customer immediately of the change in the General Terms and Conditions via the Customer Interface of the Product and/or by sending an e-mail message to the address provided by the Customer. The Customer has the right to reject any changes to the General Conditions, of which the Customer is required to notify the Supplier in the Customer Interface and/or by e-mail, no later than five (5) days from the time of notification of the change to the General Conditions. The General Conditions have been delivered to the Customer.

14.2 In case of rejection of an amendment to the General Conditions, the Customer shall cease using the Service with immediate effect. In this case, the Provider will cancel the Customer's registration on the Provider's website and/or application. This provision shall in no way affect the

rights and obligations that arose prior to the effective date of the amendment of the General Terms and Conditions; in particular, the Customer shall not be entitled to a refund or waiver of the Product Fee as a result of the termination of the use of the Product.

14.3 The rights and obligations of the Supplier and the Customer with respect to the Service not governed by these General Conditions shall be governed by Italian law, in particular the Italian Civil Code. In case of conflict between these General Terms and Conditions and an individual agreement concluded between the Supplier and the Customer, the provisions of the individual agreement shall prevail.

15. Applicable Law and Exclusive Jurisdiction.

Any disputes that arise in connection with the use of the Product, the conclusion of the Contract and these General Conditions shall be resolved exclusively under Italian law.

To this end, the Parties declare that they elect the Court of Milan as exclusive forum, all others being excluded.

The Parties acknowledge that they have negotiated in good faith all the terms of the Contract, that they have discussed each and every clause and that they have fully understood its meaning. Therefore, in consideration of the foregoing, the Parties mutually acknowledge that Articles 1341 and 1342 of the Civil Code shall not apply.