

TERMS OF USE OF PROJECTMOON SERVICES

This document has been translated into English for your reading convenience. The original version in Italian is the only one that is authentic and is applied

1. INTRODUCTION AND DESCRIPTION OF SERVICES

1.1. Storeden and Blomming are trademarks of Projectmoon srl, with registered office in Villorba (TV), Via Roma 4/18, registered with the Treviso Chamber of Commerce under no. 04214670269 of the Companies Register, REA n.332105, identification tax number n. 04214670269 VAT number no. 04214670269, (hereinafter called, for brevity, Projectmoon or Company), tel 0422 608043, e-mail info@projectmoon.it PEC projectmoon@pec.projectmoon.it.

1.2 Storeden is a brand that identifies a platform technological for online sales multi-channel (hereinafter called, for brevity, Storeden). Blomming is a trademark that identifies a portal within Storeden in which they are exposed in an aggregate manner the products offered by Venditori (hereinafter called for brevity, portal or Blomming). Blomming and Storeden in this document are jointly called the "platform".

The platform allows the sale online multi-channel and allows users under the conditions set forth herein and in the subscription chosen, to take advantage of one or more of the following services, hereinafter referred to collectively or individually Services Service

- A. Creation independently offline sales websites through the tools made available 'AS IS' by the platform;
- B. online sales through the Blomming portal;
- C. sales online through the Facebook channel;
- D. Sell through third-party portals;
- E. use of a single account to purchase from all users who use the platform to display and sell products (in this document generally called Sellers or Seller);
- F. reserved and personal web space to carry out, among other things, the following activities: follow the status of orders placed through the platform; consult your order history, manage your personal data and change them at any time; activate one or more of the online sales services made available by the platform under the conditions indicated in this document and / or on the platform itself; independently manage online sales activities that may be activated; take advantage of any additional services that may be activated by Projectmoon from time to time;
- G. personal public profile where to save favorite products, follow users and shops.

1.3. The platform is managed technically by Projectmoon srl

1.4. The platform allows Sales Users to independently create and manage the sales activity through the "administrative panel", customize it, test it, insert content (articles, images, texts, etc.), its own sales conditions and its own information on privacy and other documents deemed appropriate, to choose which sales channel to use among those provided for in your subscription and allows - to all Users - to make purchases using a single account. Additional services could also be made available on the platform compared to the main ones previously described.

1.5. The platform also makes it possible to put Sellers and buyers in contact, for the purpose of buying and selling goods online, through the Blomming portal. Within the aforementioned portal, they can therefore offer and sell their products and conclude the related sales contracts with both the Projectmoon purchaser users and parties other than Projectmoon. **The Seller of each product displayed on the Blomming portal and the sales conditions applied by it are indicated by it. Projectmoon is not part of the sales contract that is concluded between the buyer and a Seller other than Projectmoon.**

1.6. The platform and hosted a onserver available to Projectmoon placed in the data center based in the European Union epUO contain programs, applications and graphic themes also provided by third parties.

1.7. The use of platform and related services is governed by the conditions general of contract contained in this document. In the event of use of a service provided by the platform, the user will also be subject to the particular terms and conditions of the chosen Service - where present. In the event of a conflict between these general conditions and the particular conditions of the Service, the particular conditions of the Service will prevail. The user could therefore be subject - in addition to these terms and conditions - to additional terms and conditions in relation to the particular Service chosen.

2. DEFINITIONS

In these conditions the terms indicated below will have the following meaning:

- a) "store opening": start of the process necessary to sell online;
- b) "maintenance mode": means that the Seller or the platform can temporarily interrupt the sales activity online.
- c) activation or publication: modality that allows to sell online.
- d) administrative panel or back office:space web reserved for each Seller to manage their own catalog and the chosen online sales Services.
- f) subscription: a contract that allows the Seller to use, for the period of time chosen and upon payment of the relative price / fee - where applicable - of one or more services of the platform;
- g) Blomming portal: virtual space within the platform in which all the products offered by the Sellers are displayed in an aggregate manner;
- h) Services or Service: one or more of the services described in the art. 1 and / or those made available on the platform.

3. REGISTRATION

3.1. Registration on the platform is free. Company grants to the user that the non-exclusive and non-transferable right to use one or more of the Services indicated in the previous art. 1.2 to the contractual conditions indicated in this document and - where present - in the platform corresponding to each Service to be activated.

3.2. To register on the platform the user must fill out the registration form by entering your details and following the relevant instructions. The system reports any errors deriving from the omitted indication of mandatory data in the fields to be filled in online. The platform registration form is accessible both from the Blomming portal and from the Sellers sites built on or integrated with the platform. E'can register to platat even through third-party systems(come Google and Facebook) by inserting the credentials access to such systems in the appropriate section of the registration form and follow the related instructions.

3.3. Recording consent to the platformand the user to activate and take advantage of one or more services in accordance with art. 3.1. through a reserved and personal area and to manage - through this area - also your own profile.

3.4. The registration credentials (e-mail address and password) allow the user to: make purchases on behalf of the user on the Blomming portal and on all sites created on or connected to the platform. These credentials must therefore be stored with extreme care and attention and modified periodically. They can only be used by the user and cannot be transferred to third parties. The user undertakes to keep them secret and to ensure that no third party has access to them. He also undertakes to immediately inform Projectmoon, by contacting them at the addresses indicated in the introduction, in the event that he suspects or becomes aware of an improper use or undue disclosure of the same.

3.5. The user guarantees that the personal information provided during the registration process to the platform is complete and truthful and undertakes to update any variation of the same with the tools made available by the platform, including the e-mail address indicated. The user undertakes to keep Projectmoon harmless and harmless from any damage, indemnity and / or sanction deriving from and / or in any way connected to the violation by the user of the rules on registration to the platform or on the preservation of the registration credentials .

3.6. By registering on the platform, the user enters into a contract with Projectmoon whose discipline is contained in this document. The contract is concluded when the registration form reaches the Projectmoon server. Of the Projectmoon registration sends confirmation via email. The language available to conclude the contract is Italian.

3.7. By registering on the platform - in any way performed - and / or using the platform, the user declares to have read and accepted the general terms and conditions contained in this document and the privacy statement provided. Otherwise, the user must not register and must not use the platform and / or the services offered on it. These conditions and the privacy policy remain published online on the platform.

3.8 The user is free to unsubscribe from the platform at any time and independently through the specific function. The cancellation of the account entails the cancellation of all the data contained in the user's account - and therefore also of the order history - permanently.

3.9 It is possible to make purchases from the Sellers even without registering on the platform, entering the data requested with each purchase.

4. INFORMATION DIRECTED TO THE CONCLUSION OF A SUBSCRIPTION CONTRACT TO ONE OR MORE SERVICES

4.1. In accordance with the provisions of Legislative Decree 9 April 2003 n. 70 Projectmoon informs the user that:

- 1) to conclude a subscription contract for one or more Services, the user must complete an electronic order form by entering the personal data requested by the system and transmit it to Projectmoon, via computer, following the instructions that appear from time to time on the platform;
- 2) Before order form, the user can identify and correct any entry errors and must read these terms and conditions to submitting the print and / or save a copy. The system reports any errors deriving from the omitted indication of mandatory data in the fields to be filled in online.
- 3) By submitting the order form, the user confirms that he has memorized and / or printed these general terms and conditions of use and the summary of the order, to know and accept these conditions and the additional information contained in the platform, also referred to via links.. In the event that the user does not agree with some of the terms reported in the general and specific conditions of use and provision of the Service, he must not forward the order form and proceed with the payment.
- 4) The subscription contract is concluded when Projectmoon receives, via computer, the order form of the correctly filled user.
- 5) When the Company receives from the user the order form sends a confirmation email and allows the user access to the back office.
- 6) The user can access the data of his subscription through his own reserved area.
- 7) The subscription contract - in the event that the use of the Service requires payment of a fee - begins to produce effects upon receipt by Projectmoon of the amount of the relevant fee and ceases to produce them at the relative due date .

4.2. The user acknowledges and accepts that he concludes a contract whose only valid and effective version is in Italian, while the other versions eventually supplied by the Company in any other foreign language are made available to him exclusively as a courtesy.

5. SUBSCRIPTION TO SERVICES TO SELL ONLINE, DURATION, EXPIRATION AND RENEWAL

5.1. The opening of a store and the online sale through the platform implies the subscription to one of the services of the platform that allow to carry out this activity.

5.2 To activate online sales, the user must subscribe to the relevant Service for a set period of time between those offered by the system and, unless otherwise indicated, must pay the related fee directly online in advance by choosing between credit card, account **Paypal** or any other indicated methods. Online sales will remain active until the period expires subscription chosen.

5.3. Company grants each new user, for one time only, the possibility of viewing the Service for a specific period indicated in the system (hereinafter referred to as the trial period) without having to pay the relative fee. During the trial period, the user can therefore view and evaluate the Service free of charge. In case of activation of the online sale of the products uploaded by the same on the platform, a subscription plan must be activated.

5.4 At the end of the foreseen trial period will be charged to the chosen payment method (**see point 5.2**), the subscription fee for the period chosen by the user during the activation phase. However, nothing will be charged if, at the end of the trial period, if present, the user cancels the online sales account using the appropriate function within the panel administrative.

5.5 The platform provides for automatic subscription renewal from month to month and collects the payment method chosen (**see section 5.2**), the corresponding amount. Failure to pay the renewal fee is considered by Projectmoon as a declaration by the user that he does not wish to renew the Service. If a seller exceeds the limits set by the chosen plan (it takes up more space, loads more products or uses certain features not included), for convenience the platform will set the plan suited to the needs of the seller to facilitate his business without interruption. The seller acknowledges and agrees that changing plans may have additional costs and if he does not wish to use this service he must comply with the limits imposed by his subscription.

5.6. Upon approaching the expiry date of the subscription or its termination, the Company, as a courtesy and therefore without assuming any obligation towards the user-seller, reserves the right to send notices to the same by e-mail.

5.7. In the event that the payment of the chosen subscription, for whatever reason, is not successful or is not carried out or in the event of expiration of the subscription, the sales account will be set by the platform in "maintenance mode". The user acknowledges and agrees that it is his express and exclusive responsibility, as the deadline approaches, to pay the renewal fee and verify that he has sufficient credit in the payment method chosen, (**see point 5.2**), in time to avoid interrupting the sales activity by the system.

5.8 The user acknowledges and agrees that after 90 days from the expiry of the subscription or trial period without Projectmoon receiving the payment of the renewal fee for the use of the Service, the realized sales account will be automatically deleted from the system with all customizations and data characteristic ri. All costs possibly incurred by the user for the creation of the sales account and the related personalization remain the sole responsibility of the user. The burden of extracting the data contained in your sales account remains the sole responsibility of the user. The parties agree that in the aforementioned 90-day period the data will be kept solely for courtesy, without Projectmoon assuming the obligation and therefore excluding any liability in the event of their total or partial loss or damage.

5.9 It is expressly understood that after 90 days from the expiration of the subscription or the trial period or from the **termination of the effects of the subscription** for any and all reasons including the malice or guilt of one of the parties, **Projectmoon will have the right to cancel any and all data and / or information entered by the user in the platform and / or related to the activity performed by the latter on the platform (hereinafter referred to as "Contents")**. For this reason, **if the user did not save and / or download what was referable to him on devices available to him other than before the termination of the subscription or trial period or before the expiration of the following 90 days. platform and / or devices owned by Projectmoon, no objection**

may be raised against Projectmoon nor any claim for damages may be made if the user loses one or more of the aforementioned Contents.

6. SUBSCRIPTION FEES AND BILLING

6.1. The subscription fee to be paid by the user and their duration are indicated by the platform in relation to each Service.

6.2. Company reserves the right to periodically change the amount of the subscription fees and / or the relative duration. Unless otherwise agreed, force majeure, unforeseen events by the Company or unforeseeable events or changes in the Service, any changes to the fees made by the Company will apply only to new subscriptions or in the event that the user enters into a different subscription than the current one at the time the changes come into effect (eg plan change). The changes will come into effect at the time of their publication on the platform.

6.3. For each fee paid by the user, Company will issue the relevant invoice. All the amounts invoiced will be subject to the current legislation for VAT purposes which, together with any other fiscal charge deriving from the execution of the Contract, will be charged to the user. In any case, the user picks of now Company from any and all liability resulting from transactions or payments made.

6.4. the user acknowledges and expressly accepts that the invoice can be sent to the email address provided and / or made available in electronic format on his administrative panel, unless otherwise provided for by law.

7. ACTIVATION AND DELIVERY OF THE SEASONS

7.1. In order to use the Services, the user declares to be in possession of the hardware and software devices as well as the competences and - where necessary - the authorizations necessary.

7.2. The sales online through the channels available (eg. Site created by the user and / or Blomming portal and / or Facebook), will activate will ACCESSIBILand the public after the receipt by the Company of the canon of subscription provided and for the entire duration of the same, except in the event that the user-seller decides - for whatever reason - to put his sales account in "maintenance mode". The user-seller acknowledges and agrees that in the event that he puts his sales account in "maintenance mode" during the period in which his subscription is active, nothing will be reimbursed by the Company for the days in which the account is remained in this maintenance mode. The user-seller acknowledges and agrees that exceeding the space or item number limits of his plan will automatically activate the next plan as enshrined in art. 5.5.

7.3. Company performs security back-up of the entire platform as required by law. Unless otherwise agreed, Company is not obliged to provide any specific back-up of the data and / or information and / or content processed by the purchasing users and / or sellers within the platform. Unless otherwise agreed, it remains the responsibility of each user to keep and / or copy the data / information / content entered on the platform.

8. OBLIGATIONS OF USERS-SELLERS

8.1. The User declares to possess all the technical and legal knowledge necessary to ensure the correct use, administration and management of online sales.

8.2. The User declares to be the sole and exclusive administrator and responsible for the sales activity initiated by the same through the Services and as such declares to be solely responsible (i) at his own risk, for the management of data and / or information and / or contents treated; (ii) the content of the information, sounds, texts, images, form elements and data accessible and / or made available online and, in any capacity, transmitted, disseminated or placed online by the user; (iii) malfunctions due to any non-compliant use of the web tools available on the platform by the user; (iv) the loss or disclosure of one's login credentials; activity performed through the Services.

8.3. The User declares to be aware of the existing legislation on the processing of personal data, of the existing legislation on electronic commerce and to protect consumers, as well as of the existing legal obligations borne exclusively by him in carrying out online sales activities and be required to update themselves in the event of changes to the said regulations.

8.4. Each user-seller undertakes to insert in the appropriate spaces made available to him all the information - including corporate and contact information - required by law and undertakes to carry out online sales activities in compliance with all laws applicable to said activity and that it is his exclusive duty to know and apply.

8.5. The user-seller acknowledges and accepts that he is the only person required to populate the sales tools made available to him with the Services and to carry out all the necessary checks so that the contents entered by him autonomously and the instruments used are in conformity to the law: any delays in the activation of the online sale due to delays of the user-seller in the population and / or customization of the aforementioned instruments will in no way be attributable to the Company or be reimbursed.

8.6. The user can authorize third parties to populate and / or personalize the tools on his behalf and under his sole responsibility using only the permission system made available by the platform and after explaining and explaining the functionalities of the Services to said collaborators.

8.7. The user-seller acknowledges and declares that, once the online sale has been activated, he is solely responsible for the offers published by him and for all the consequent legal and / or contractual obligations and undertakes to keep Projectmoon undamaged and harmless from any possible damage, compensation obligation and / or sanction deriving from and / or in any way connected to the user's failure to fulfill his contractual and / or legal obligations and / or the publication or purchase of the aforementioned products.

8.8. The platform allows users-sellers to independently create and manage their sales activity through the "administrative panel", customize it, test it, insert content (articles, images, texts, etc.), **their own sales conditions and their own privacy policy** and any other appropriate document and to choose which sales channel to use among those provided. However, it is absolutely forbidden for users to remove or modify the terms and conditions of use and the privacy policy relating to the platform and the relative Services contained in the registration forms to the platform present within the sales channels used by the user as for law it is mandatory to provide the information contained therein to users who, through these channels, register with the platform. In the event of violation of what is indicated in this article, the user assumes full responsibility for his own behavior and undertakes to keep Projectmoon free from any damage, indemnity and / or sanction deriving from and / or in any way connected to the breach of the user to said contractual and / or legal obligations.

8.9. Seller and Company undertake - each to the extent of their competence - to process the data connected to the use of the platform in compliance with the regulations in force due to the nature and operation of the platform, the Parties acknowledge that, pursuant to and within the limits of the provisions of the present contractual conditions, the Seller will directly and independently manage the IT tools made available by the Company and the Seller himself, under his own exclusive responsibility, will manage, as Data Controller, the data of its buyers-users. With reference to these data, the Company, making use of its organizational structure for this purpose, assumes the role of data controller as specified in section 13.7 below.

9. DURATION

9.1. The User has the right to use the purchase account as long as it remains registered on the platform and as long as the platform remains active and has the right to use the additional Services - unless otherwise stated - for the entire duration of the subscription eventually stipulated.

10. RIGHTS AND OBLIGATIONS OF REGISTERED USERS

10.1. The user has the right to use the free or paid services offered at the conditions indicated in this document and / or in the particular conditions indicated on the platform itself.

10.2. The user undertakes to use the platform and the Services in good faith, in a lawful and lawful manner, and undertakes to keep Projectmoon free from any damage, indemnity and / or penalty arising from and / or in any way linked to the user's breach of his contractual and / or legal obligations as well as to all legal actions taken by third parties against Projectmoon, deriving from or in any case connected with the content and materials posted by the user or through his account within the platform.

10.3 It is permitted to publish reviews, comments and other content, provided that the content is not illicit (or obscene, abusive, intimidating, defamatory, in violation of privacy or intellectual property rights) or is otherwise offensive to Projectmoon, the platform and / or third parties or regrettable, with the clarification that these data will be publicly visible. Projectmoon reserves the right (but has no obligation to act in the absence of a detailed and complete report) to remove or modify the contents that do not comply with what is indicated in this article. If a user believes that a content, or a sales advertisement published on the platform or used in the context of the Services, contains a defamatory declaration or that an intellectual property right has been violated by an article or information on the platform or used in the context of the Services, the user can send a report to Projectmoon through the tools made available from time to time or by contacting the Company directly.

10.4. the user undertakes not to copy, modify and in general not to reproduce in any way, in whole or in part, the platform and / or its contents and not to violate the intellectual property rights of the Company or third parties.

10.5. the user acknowledges that it is forbidden to:

- a) violate the law, the rights of others or what is indicated in this contract or in the contracts stipulated within the platform;
- b) use or allow others to use the platform and / or related services to contravene the laws of the Italian State or of any other State and / or conventions, treaties, agreements or international regulations;
- c) use the platform and / or the relative Services to harm in any way or endanger the image of the Company or of third parties as well as to contravene the rules of netiquette or for use against morals, morality and public order or with the purpose of harassing the public or private peace, causing offense, or direct or indirect damage to anyone;
- d) use the platform and / or related Services if the user does not have the capacity to act and enter into legally binding contracts, if he is under 18 or has been temporarily or permanently suspended from the platform;
- e) publish false data and canto deceive others utryor society;
- f) enter personal data of third parties on the platform without their prior consent;
- g) transfer the account provided by the platform and its credentials to access this platform to third parties without the prior written consent of the Company;
- h) use the platform and / or related Services for spamming activities;
- i) copied manually or automatically or collect information in any way utry, including email addresses, without their consent;
- j) manipulate the price of goods exhibited by third parties, spread viruses or any other technology aimed at damaging users, their sales activity, or compromising in any way the correct functioning of the platform;
- k) carry out actions which (at the unquestionable judgment Company's) may cause an unreasonable overload of the technological infrastructure and theplatform Company;

- l) carry out hacking by accessing the platform;
- m) circumvent the tools for the inclusion of automatic search engine systems (robots) or other portals or other procedures adopted by the Company to prevent, increase or limit access to the platform;
- n) enter and / or market pornographic and / or illegal materials;
- o) To start any form of online sales without having included the mandatory information required by law.
- p) to provide Company with false and / or incorrect billing information.
- q) Sell products whose sale is not authorized, indicated at the following link: http://egress.storeden.net/cdn/documents/pdf/storeden_banned_products.pdf

11. COMMITMENTS AND GUARANTEES OF THE USER

11.1. The User retains the ownership of the information entered on the platform and declares to be aware that the platform is highly automated and that its use in violation of what is indicated in these terms of use could cause damage to third parties without the Company coming to knowledge. The user assumes all responsibility for the use of the platform and for the content of the information included in it, expressly exempting Company from any responsibility and burden of verification and / or control in this regard. It is therefore excluded any liability of the Company in the event of unauthorized publication of information by the user or failure to publish information from the user or use of the Services that does not comply with these terms of use or the law.

11.2. The user guarantees that any information, image, material or message, in any format (whether audio or video or other), from the same possibly entered in public or private areas of the platform is and will be of ownership of the user and / or in its legitimate availability.

11.3. The user guarantees that this material does not violate or violate any copyright, trademark, patent or other right of third parties deriving from the law, the contract and / or custom, authorizes Società to publish said material through the web on the platform and acknowledges and accepts that these contents could be synchronized or available in other portals, such as Facebook, for sales and / or dissemination activities.

11.4 The User undertakes to indemnify the Company and any third parties involved, substantially and procedurally, from any loss, damage, liability, cost or expense, including legal fees, arising from any violation of the provisions of this article and in the previous articles 8 and 10. In particular, the user will be considered unique and exclusive responsible for any damage and prejudicial consequence suffered by the same or caused to the Company or to third parties through the use of the Services that does not comply with the law and / or these conditions . If the user is a legal person, he also civilly responds to his employees, agents, representatives and collaborators in general who use the platform on behalf of the user, even occasionally.

12. THIRD PARTY APPLICATIONS AND SERVICES

12.1. The Services can be connected to third-party portals and services. The flat shape in fact, it contains tools for inclusion in search engine automatic systems (robots) and for synchronization with external portals for the automatic publication of products in order to increase their visibility. These tools maybe produced by companies or third parties. Company is not liable for third party products that are governed by the relevant subscription / supply / sale conditions. It is the user's responsibility to inform himself of the applicable contractual conditions if he accesses or uses third-party tools and the relative modifications.

12.2. It is understood that the Company does not warrant that the software and third-party portals are always accessible and remain so and that those sools not be modified by its owners.

13. ROLE OF PROJECTMOON, LIMITATIONS OF LIABILITY

13.1. It is expressly understood that the Company does not control or monitor the behaviors or acts performed by the purchaser and / or vendor users through the tools and Services made available to them and does not control or monitor the information and / or data and / or content entered in the platform from the same; in any case, each user, purchaser and / or seller and / or user of the platform declares to be aware that Company is and remains unrelated to the online sales activities that they carry out in full autonomy through the platform itself.

13.2. The user acknowledges and accepts that:

- a) Company has no role in the sale that takes place between users-buyers and user-viewers other than Projectmoon through the platform and has no control or responsibility with regard to the quality, safety, legality of the objects advertised, sold or purchased by the third-party sellers;
- b) Company cannot verify the truthfulness and accuracy of the offers entered by third-party sellers or the ability of users to sell, buy and bid or assure that a buyer or seller is actually able to complete a sale. the user can make reports to the Company of unlawful conduct at any time, using the tools made available from time to time or by contacting the Company directly;
- c) Company does not transfer ownership of items from the seller to the buyer;
- d) the platform and services are made available as they are (as is) and as available, or in the state of fact and law on which they are, and the Company makes no representations or warranties, and express or implied, that the platform and / o Services are suitable to satisfy the needs of users, who work in the combinations chosen by them, who are free from errors or have functionality or services different from those that can be viewed freecharge off or the trial period offered;
- e) the platform and the services both free and paid may be interrupted for short periods of time. These interruptions can be "planned interruptions" to allow maintenance and updating of the platform or they can be "unscheduled and unforeseeable interruptions" by the Company depending on force majeure (data center failures where the servers available to Companies, power line failures, internet backbones, hacking attacks, etc.). Company does not guarantee continuous and uninterrupted access to the platform and to the Services;
- f) except in the case of willful misconduct or gross negligence, the Company is in no way responsible for any damage suffered by users due to the use of the platform;
- g) Company has the right to offer applications also from third parties that are governed by the conditions of supply of the respective owners. Although companies try to offer reliable programs can not guarantee that applications will always be accurate and updated. the user declares and accepts that if he decides to use third party applications made available, he will be solely responsible for the choice and in no case will he be liable for any inaccuracies or anomalies to the Company;
- h) the internet is not controlled by Projectmoon and due to the peculiar structure of the network itself its performance and functionality cannot be guaranteed nor can the contents of the information transmitted through it be controlled. For this reason, no responsibility can be attributed to Projectmoon for the transmission or receipt of illegal information of any nature or kind;

13.3 The user, having taken note of the characteristics of the Services and of the platform as described in this article 13, declares that he considers the Services and the platform suitable for his needs despite the limits described above which are an integral part of the Service itself;

13.4. The User releases the Company from any liability associated with the content, activities or inactivity, information, photos and objects offered for sale on the platform;

13.5. In no event shall Company be held liable:

- a) in the event of delays, malfunctions and / or interruptions in the provision of the Services caused by the malfunctioning of the platform and / or its possible suspension, depending from failures or malfunctions of the terminals used by the user (such as, for example, hardware and software systems) and / or telephone and electrical lines and, in general and as required by law, for delays, malfunctions and / or interruptions in the enjoyment of the platform depending on force majeure or Projectmoon suppliers or third parties;
- b) of damages that may result to the user and / or third parties from the use of the platform, and from the information and / or messages provided through it;
- c) any illegal and / or improper use of the platform by the user or third parties;
- d) of tampering or interventions on Service or equipment carried out by the user or by third parties not authorized by the Company;
- e) of incorrect use of the Service by user's;
- f) of total or partial interruption of the local access or termination service provided by the telecommunications operator or the data center where the servers available to the Company are located.

13.6 In any case of breach or non-fulfillment attributable to the Company, the maximum sum that Projectmoon may be required to pay to the user must not exceed that paid by the user to Projectmoon in the last 12 months for the Services used and for the part of Services affected by the damaging event. Acceptance of this clause is an essential condition for obtaining the provision of the Services by Projectmoon.

13.7 The Seller and Company declare and accept that Seller, under its sole responsibility, manages and manages, as Data Controller, the data of its buyers-users and Company undertakes not to make any use other than that provided for the performance of the service purchased by the Seller. In particular, with the pre-financing of this contract, pursuant to art. 28 of Regulation 2016/679 / EU, the Seller, having deemed the Company a suitable and reliable subject, appoints an External Responsible Company for the processing of the aforementioned personal data.

The appointment concerns the activities relating to the automatic storage and storage of the aforementioned data, in the context of the use of the service by the Seller and any technical assistance activities where required by the Seller and technical management of the platform.

Company accepts this appointment caterally upon completion of the contract, confirming the knowledge of the obligations assumed with it and guaranteeing to possess skills, experience and skills, including technical ones, to fill this role.

In particular, the Company undertakes to process the personal data held by the Seller in compliance with the following instructions and forecasts:

1. do not sell them or make them available to third parties. It is specified that the use by the Seller of services connected to the platform that involve the possible communication of data to third parties, such as for example Logistics services or other, does not constitute a communication of data by the Company but by the Seller that if assumes all responsibility and burden.
2. not to use it for any reason, except in aggregate form and for statistical purposes and to improve the Platform;
3. treat them appropriately, pertinently and in compliance with the provisions of current legislation on the processing of personal data;
4. make use of its organizational structure, identifying and designating: i) the persons authorized to carry out operations involving the processing of personal data owned by the Seller, identifying at the same time the scope of authorization, providing the necessary instructions on the methods of treatment and providing for the relative training and ii) the system administrators in charge of the management and

- maintenance of the Platform in compliance with the provisions of the provision of the Guarantor for the protection of personal data of November 27, 2008 and subsequent amendments. ii;
5. guarantee the confidentiality, integrity and availability of personal data, including the profile relating to security as regulated by art. 32 of the 2016/679 / EU Regulation, excluding the Company's responsibility for the content of personal data and their use by the Seller;
 6. guarantee that the personal data held by the Seller will be kept, also in relation to the knowledge acquired on the basis of technical progress, the nature of the data and the specific characteristics of the treatment, in order to minimize the risk of destruction or loss, also accidental, of the data itself, of unauthorized access or of processing that is not permitted or not compliant with the purposes of the collection, through the adoption of suitable and preventive security measures;
 7. to give support, as far as it is concerned, to the Seller in order to fulfill its obligation to comply with the requests of the interested parties for the exercise of their rights, even if such requests are received by the Company which must promptly notify Seller in writing ;
 8. by virtue of the general authorization given by the Seller with this contract, make use of its own sub-managers appointed in writing for the execution of specific processing activities on behalf of the data controller, imposing on them, through a contract or other legal act, the same obligations regarding the protection of data contained in these conditions, providing in particular sufficient guarantees for the implementation of adequate technical and organizational measures to meet the requirements of Regulation 2016/679 / EU, while remaining the Company entirely responsible to the Seller the fulfillment of the obligations of their own sub-managers;
 9. upon written request, make available to the Seller the list of sub-managers eventually appointed and inform the Seller of any changes regarding the addition or replacement of any sub-managers, giving the Seller the opportunity to oppose to such changes for just cause;
 10. where applicable based on the contractual service and only for the aspects under its responsibility, providing support to the Seller with respect to the obligations inherent to:
(i) security of processing, (ii) notification of a breach of personal data to the supervisory authority pursuant to art. 33 of Regulation 2016/679 / EU, (iii) communication of a violation of personal data to the interested party pursuant to art. 34 of Regulation 2016/679 / EU;
 11. in case of accidental or illicit violation of the data held by the Seller, which involves the destruction, loss, modification, unauthorized disclosure or access to personal data processed, proceed to:
 - inform the Seller, without undue delay , and in any case within 48 hours of knowledge;
 - provide the Seller with the appropriate information about the nature of the violation, the categories and the approximate number of data and interested parties involved, as well as the probable consequences of the violation and the measures adopted or proposed for adoption to remedy the violation or mitigate it the detrimental effects;
 - if it is not possible to provide the aforementioned specific information within the prescribed period, indicate the reasons for the delay to the Seller, providing in any case initial information referring to the violation found and useful to the Seller for the purposes of the relative notification.
 12. provide the Seller with all information relating to the technical, organizational and security measures adopted, which should be formally requested in writing by the Seller for the fulfillment of legal obligations and to demonstrate the adoption of adequate technical and organizational measures and / or provide support for the performance of any verification activities of the processing carried out by the Company as a manager, in relation to the personal data of which the Seller is the owner, which must be requested with at least 15 days notice;

13. should he find that an instruction given by the Seller violates the applicable legal provisions, promptly inform the Seller.

The designation as manager of the Company has a duration equal to the duration of the subscription service for the online sale that may be activated and will be considered revoked upon termination of the service itself, for whatever reason, and the personal data held by the Seller, as well as any copies of the same held by the Company, will be permanently deleted from the Company's information system as indicated in these conditions.

14. SUSPENSION OF THE USE OF THE PLATFORM

14.1. Without prejudice to article 15, the Company, at its discretion and without the exercise of this right may be challenged as default or breach of contract, it has the right to suspend the Services, also without notice in the event that:

a) the user defaults or violates the obligations and guarantees pursuant to art. 3, 8, 10 and 11 of this contract;

b) the user omits to meet, in whole or in part, the requests of the Company and in any case his behavior is such as to give rise to well-founded and reasonable fear that he may default on the contract or be responsible for one or more violations of its provisions ;

c) there are reasonable grounds for believing that the Services are used by unauthorized third parties;

d) there are cases of force majeure or circumstances which, at the unquestionable judgment of the Company, require the execution of emergency interventions or those related to the resolution of safety problems, danger for the entire network and / or for people or things; in this case, the Services will be restored when the Company, at its discretion, has assessed that the causes that had determined its suspension / interruption have been effectively removed or eliminated;

e) the user is involved, in any capacity, in any judicial or even out-of-court dispute of a civil, criminal or administrative nature and in any case in the case in which said dispute relates to acts and behaviors implemented through the Services and / or the platform;

f) the suspension is requested by the Judicial Authority;

g) there are justified reasons of security and / or guarantee of confidentiality;

h) The User does not pay the amount due to the Company for the use of the platform or the relative Services or there are irregularities in the payment method provided or in the relative use.

14.2. During the suspension of the Services, for any reason due, the User - unless otherwise noted - will not have access to data and / or information and / or content from the same input and / or processed in the platform and / or then any tool sale activated.

15. EXPRESS TERMINATION CLAUSE

15.1. Without prejudice to what is provided for in other clauses of the present general contract conditions existing, any contract between the Company and the user will be considered terminated with immediate effect, pursuant to and for the purposes of Art. 1456 Civil Code, if the user:

a) violates the obligations set forth in Articles 10 of the present contract; or,

b) performs using the any illegal activity Services;

c) fails to pay the amount due to the Company by virtue of these conditions and those relating to the subscription activated.

15.2. As of the termination of the Contract that occurred in the cases provided for in this article, the Services will be deactivated without prior notice. In such cases, the user acknowledges and agrees that any amounts paid by him will be withheld by the Company as a

penalty, except for the greater damage. Company will have the right to charge the user for any further charges that the same has had to bear, remaining in any case the right of the same to pay compensation for any damages suffered.

16. CHANGES TO THE CONTRACT

16.1. the user acknowledges and agrees that the Services covered by the contract are characterized by constantly evolving technology, for these reasons the Company reserves the right to modify the technical characteristics of the same and of the instruments related to them at any time, and to change the conditions of the Contract at any time, even after its conclusion.

16.2. If, also due to circumstances not dependent on the Company (by way of example but not limited to, increase in costs relating to electricity, changes in the legislation in force or provisions and / or regulations of the reference Authorities that involve greater charges for the Company, etc. .) the assumptions used for the formulation of the economic and / or contractual conditions for the provision of the Services have changed, the Company reserves the right to unilaterally modify the aforementioned conditions including, by way of example but not limited to, the fees, commissions collection period, billing frequency or payment terms and methods, by publishing the new version online on your portal. Unless otherwise specified, all new terms and conditions of the contract will be automatically effective from the date of publication and will be considered by each user to be definitively known and accepted in the event of the conclusion and / or renewal of a subscription or non-cancellation of their own account or platform.

16.3. Without prejudice to the above, the Company reserves the right to change the technical features, systems, resources and services of the platform as a result of the normal technological evolution of the hardware and software components.

16.4 Projectmoon reserves the right to assign all or part of the management and / or supply of one or more Services to other companies of the Group to which it belongs or to third parties without any notification to the user.

17. COPYRIGHT AND LICENSES

17.1. the user is required to use the Services in respect of the intellectual and /property rights or industrial of the Company or of any third party with rights. The platform as any other copyright or other intellectual property right connected to the Services is the exclusive property of the Company and / or its licensors, therefore the user does not acquire any right or title in this regard and is bound to use of the same only in the period of contractual validity and as indicated in the relative conditions of use.

17.2. With the provision of the Services, Company does not transfer to the user, any right, or other title, on the trademarks, patents, copyrights or other rights of any nature, which are inherent to the platform, to the sales tools and to the applications put available. Furthermore, this agreement does not include, in any form, the right to obtain the source format of the platform or the right to have access to the relative logical or project documentation.

18.AUTONOMY OF THE PARTIES

18.1. Company, buyer and seller users, platform visitors, partners certificates act in full autonomy and independence. This when agreement does arise between them any relationship of collaboration, agency, association, intermediation or employment.

19. ITEMS

19.1. Any communication to the Company by the user must be made at the following addresses:

- Address: Projectmoon srl, Via Roma 4/18, 31020 - Villorba (TV)
- e-mail: info@projectmoon.it; PEC: projectmoon@pec.projectmoon.it.

19.2. Any communication to the user by the Company will be made by e-mail or to the addresses indicated in the registration or billing form.

19.3. Any reports may be made to the Company through the appropriate button.

20. MISCELLANEOUS

20.1. If a clause in these contractual conditions proves to be void or ineffective, any nullity or ineffectiveness will not extend to the remaining contractual clauses.

21. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

21.1. This contract is governed by Italian law and is subject to Italian jurisdiction. Except as required by the Consumer Code in cases which must be considered applicable, for all disputes arising in connection with this contract, including those relating to its validity, interpretation, performance and resolution, the sole jurisdiction to give a preliminary exclusive will be that of Treviso.

This document is updated to 31 July 2019