



Service supply contract

Contractual General Terms and Conditions

Between Mobile Solution S.r.l. currently located at Via Melzo 12, 20129 Milano (MI), Tax Code and VAT no. 03020690131, e-mail address: info@skebbby.com (hereinafter referred to as “**Mobile Solution**”) and the client agreeing to these general terms and conditions (hereinafter referred to as the “**Client**” - Mobile Solution and the Client are hereinafter referred to jointly as the “**Parties**” and individually as the “**Party**”).

Whereas

- A. Mobile Solution is a company operating in the communication services sector and, in particular, offering SMS messaging services including through an Alias in accordance with AGCom Resolution 42/13/CIR and the relevant Code of Conduct - available at <https://www.skebbby.it/sms-business/regole-agcom-alias-sms/> (hereinafter also “**SMS Service**”), e-mail messaging services (hereinafter “**E-mail Service**”) and digital advertising services (hereinafter jointly the “**Service**” or the “**Services**”), making its platform available free of charge to Clients under a license through the Mobile Solution.it website (hereinafter the “**Platform**”);
- B. The Client intends to use the Services offered by Mobile Solution.

Now therefore, the Parties agree and stipulate as follows.

Article 1 – Preamble and Annexes

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1.1. The Preamble, Annexes, financial terms published on the Mobile Solution.it website (hereinafter referred to as the "**Website**" for the sake of brevity) and individual orders placed by the Client (hereinafter the "**Orders**") form an integral and fundamental part of these Contractual General Terms and Conditions (hereinafter the "**Contract**").

Article 2 – Conclusion of the Contract

2.1. The Contract between Mobile Solution and the Client shall be deemed to have been entered into on completion of the registration process and acceptance of the conditions published on the Website. Registration implies full acceptance, without reservation, of these General Conditions. Any changes and/or additions to the General Conditions will be effective starting from the date on which they are published on the Site and will apply to purchases and/or subscriptions activated and/or renewed from that date. The latest updated version of the General Conditions is that available on the Website.

2.2. Purchase by the Client of one or more Orders, relating to one of the Services provided by Mobile Solution, implies full and complete acceptance of the Contract.

Article 3 – Subject

3.1. The Contract covers the supply of Services provided by Mobile Solution, the technical characteristics of which are described and detailed in the relevant Order.

Article 4 – Supply of the SMS Service

4.1. By accepting an Order for the provision of an SMS Service, Mobile Solution undertakes to provide the Client with one or more SMS packages, which the Client undertakes to purchase under the conditions agreed to in the Order.

4.2. A Client who is not a customer can send the purchased SMS by defining the sender as an alphanumeric code made up of 11 characters (hereinafter "**Alias**"). In this case, the Client undertakes to:

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- a) use an Alias in accordance with current trademark laws, undertaking to refrain from the use of an Alias that he does not own and which he has no legal right to use;
- b) refrain from using a generic Alias (for example “hotel”, “restaurant”, or similar.), that would render the sender of the message unidentifiable and unrecognisable to the addressee;
- c) prior to sending any messages, inform Mobile Solution of each and every Alias it intends to use in order to allow Mobile Solution to register the Alias in the database managed by AGCom (“**Database**”), noting that henceforth in the event of failure to provide such information, it will not be possible to send any message using the Alias.

4.3. Should the Alias fail to be registered on the Database, the SMS may be blocked or, alternatively, sent but the Alias will be replaced by a numerical sender allocated by Mobile Solution. In the event of a blocked SMS, the Client will receive a notification either through a *popup* on the Website (if the SMS was sent via the Platform) or through an error message (if the SMS was sent via software).

4.4. The Client can purchase three different types of SMS:

- a) “Classic +”: SMS are sent using telecommunications operators selected by Mobile Solution; for this type of SMS it is possible to check on the receipt status and there is a related notification service; they are the most reliable and the sender can be personalised using an Alias;
- b) “Classic”: SMS are sent using telecommunications operators selected by Mobile Solution; for this type of SMS it is possible to check on the receipt status, there is no notification service, a personalised Alias is possible; delivery is extremely reliable;
- c) “Basic”: SMS are sent using telecommunications operators selected by Mobile Solution; this type of SMS doesn't allow the receipt status to be checked, nor any sender personalisation or notification service.

4.5. SMS messages sent will be systematically deducted from the SMS package purchased by the Client, until they have been used up. The SMS package purchased is valid for 24 (twenty four) months. After such time, any SMS credit will no longer be available and will not be refunded. Mobile Solution reserves the right

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to deactivate the Client's account if the Client does not purchase new SMS packages within 24 (twenty four) months of the end of the first expiry period.

4.6. The Client may resell all or part of the purchased SMS messages to third parties, independently and at its own risk, without prejudice to the fact that in the event that the Client intends to use his Alias as the sender, he must inform Mobile Solution of the personal details and contact details of the actual sender so that Mobile Solution can add this to the database when registering the Alias.

Article 5 – Supply of E-mail service, Landing Page and Receiving service

5.1. By accepting an Order for the provision of E-mail Services, Landing Page, Receiving service and all other services offered, Mobile Solution undertakes to provide the Client with the service of composing and sending newsletters and e-mail marketing campaigns, address book management and statistics consultation in addition to the editor for construction of the Landing Page and publication of the pages in the manner described on the website. The Client agrees to purchase the services in accordance with the conditions stated in the financial proposal on the Mobile Solution.it website and to abide by the relative Order.

5.2 Email, Landing Page, and receiving services are sold by subscription and priced according to the type and duration of the service requested (hereinafter, for the sake of brevity, known as the "**Subscription**"). The Client may use the services until the end of the Subscription as indicated in the offer on the Website

5.3. These General Conditions apply for the entire duration of the Subscription and, in any case, from the activation date and for the entire period in which the Subscription is actually delivered.

5.4. The Subscription is reserved for adult customers only and a fee is payable. Details about the costs, duration, contents and delivery methods of subscription packages are described in the offer published on the Website. The Client purchases the Subscription by accepting one of these offers and following the instructions therein.

5.5. The Client pays Mobile Solution in return the Subscription, the amount requested for the subscribed offer, according to the terms indicated therein. For payment methods see art. 11 below.

5.6. In the event that the payment for the Subscription is paid by credit card, the Subscription is automatically renewed on expiry. The Client expressly permits Mobile Solution to charge the amount to the credit card indicated during registration and/or purchase in relation to the fees due for the Subscription and/or subsequent renewals. In this regard, the Client expressly permits Mobile Solution to retain

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access to the credit card data communicated in encrypted form. Credit card information is not available to Mobile Solution but is stored in the systems of the payment service provider. The credit card details are accessible only to Clients through the use of Credentials in order to make changes and/or updates (as defined in Art. 6 below). The subscription or purchase will be terminated immediately should the Credit Card have expired at the time of renewal.

5.7. Subscription by credit card activates automatic renewal payment and, therefore, on expiry of the subscription period, the same subscription amount is automatically debited from the Client's credit card. The Client is able to deactivate the subscription and the automatic renewal by credit card at any time and with no additional costs through their Profile in the section "ACCOUNT - MANAGE SUBSCRIPTIONS or by contacting *Client Care*. Deactivation cannot be backdated and refunds are not permitted.

Article 6 – Registration process

6.1. Also, in order to allow the complete and correct provision of the Services by Mobile Solution, the Client must follow the on-line registration procedure on the Website, in which the Client agrees to provide his or her data accurately and truthfully, as well as to inform Mobile Solution promptly by e-mail of any changes to his or her previously disclosed personal data.

6.2. In the event that the Client provides incomplete, incorrect or erroneous data, Mobile Solution has the right to not activate or suspend and/or discontinue the Service.

6.3. The online registration process requires a personal login and password to be chosen for subsequent access to the Website (hereinafter the "**Credentials**").

6.4. The Parties expressly acknowledge the entry of the Credentials as the sole and sufficient means to identify the Client. Requests, acceptances of Orders and any other operations and activities carried out following access to the reserved area of the Website with the Client's Credentials will be deemed to have been carried out by the Client.

6.5. The Client is responsible for safeguarding the Credentials and undertakes to protect them with due care and diligence and not to disclose them to third parties.

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6.6. The Client accepts and acknowledges that computer and/or telematic records made by Mobile Solution and/or its suppliers may be invoked and presented before any competent Authority for any probative reasons pursuant to and for the purposes of this Contract, and that they may be used by the Parties as a basis for establishing adequate civil evidence as to the existence of any relationships and/or any documents that may be contested.

6.7. The account registered on the Website, the Credentials and this Contract are also valid and applicable in the event that Mobile Solution supplies the Services on platforms other than www.skebby.com provided that they are made available by Mobile Solution, and in any case through its own SMS or e-mail sending gateways.

Article 7 - Obligations of the Parties

7.1. The Client undertakes:

- a) to use the Mobile Solution Services in compliance with the current provisions of law and regulations, using the utmost diligence with particular but not exclusive regard to the Privacy Law (as defined in Article 16 below);
- b) to refrain from carrying out *spamming* operations (the recipient receives an unsolicited SMS), *phishing* (obtaining access to personal or confidential financial data, access codes for fraud and / or fraud, through an electronic communication), *faking* (SMS messages or email transmitted using a false identity with the intent to deceive the recipient - undue and unauthorised use of a numeric or alphanumeric identification code of which the real owner is unaware), *flooding* (sending a large number of SMS messages to the same recipient), *mailbombing* (sending a large number of emails to the same recipient) or equivalent actions and, in general, any sending, via SMS messages and/or via email, of unauthorised communications, neither requested and/nor solicited by the recipients (hereinafter, for the sake of brevity, the "**Fraudulent Transactions**").

7.2. The Client is responsible for the content of SMS messages and/or emails sent to third parties, on which Mobile Solution carries out no verification or checks, either prior or subsequent to sending, except as indicated in para. 9.7 below.

7.3. In order to be able to use the Services, the Client undertakes to use equipment and accessories in perfect working order and well maintained, for which the Client is solely responsible.

7.4. Mobile Solution undertakes to use the best technology it is aware of and the

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best resources at its disposal in order to provide the Services.

Article 8 – Reseller

8.1. The Client, as reseller, (hereinafter, for the purposes of this Article 8 and the subsequent Article 16, for the sake of brevity, the "**Reseller**") may transfer, for consideration or free of charge, the Services or products purchased to a third party (hereinafter, for the sake of brevity, the "**Final Client**").

8.2. The Reseller undertakes to enter into a dedicated written contract with the End Client, which must expressly state the following:

- a) the transfer of the Services or products to the End Client does not entail any costs to Mobile Solution;
- b) Mobile Solution is held harmless and indemnified by the Reseller with regard to any request by the End Client;
- c) the SMS Service is provided via the Mobile Solution Platform (as authorised by the Ministry of Economic Development - Communications Department).

8.3. The Reseller expressly undertakes to carry out the activities necessary to prevent and/or eliminate Fraudulent Transactions, using the utmost diligence.

8.4. The Reseller undertakes to ensure the Final Client:

- a) all obligations, prohibitions and commitments assumed by the Reseller towards Mobile Solution, with the Contract and Orders;
- b) all obligations deriving from legal and regulatory provisions, in particular but not exclusively with regard to the Privacy Law (as defined in Article 16 below), of the choice of Alias, in compliance with current trademark laws;
- c) the prohibition to carry out forbidden operations.

8.5. The appointment of Mobile Solution as responsible or semi-responsible pursuant to art. 28 GDPR, referred to in para. 16.6 below, must also be considered in the case of the purchase of the Services by the Reseller, who in turn will need to

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be appointed by the Final Client in charge of processing the data of the end users who receive SMS messages and/or emails, pursuant to art. 28 GDPR.

8.6 The Reseller undertakes to communicate to Mobile Solution and to keep updated the data of the Final Client, assuming the related legal and contractual obligations and expressly relieving Mobile Solution of any prejudice arising in relation to them.

8.7. The Reseller, expressly authorizing Mobile Solution pursuant to and for the purposes of the Privacy Law (as defined in Article 16 below), is obliged to communicate the personal data and contact details of the Final Client for registration purposes by Mobile Solution of Alias all inside the Data Base, noting that, in the absence of such data, the registration in the Data Base can not be carried out and consequently the messages will be sent with numeric sender provided by Mobile Solution and not with Alias.

8.8. If Mobile Solution provides relevant information regarding the Services supplied to the End Client, the Reseller must disclose the same information to the End Client, while remaining solely and exclusively responsible for any breach of this obligation.

Article 9 – Modification and discontinuation of the Service

9.1. Mobile Solution reserves the right to amend this Contract and/or the technical features of the Service, notifying the Client by e-mail or by publication on the Website, with effect 30 (thirty) calendar days after such notification or publication, ensuring that the same level of quality is maintained for the Service provided.

9.2. In the event that the changes made by Mobile Solution significantly and objectively impact the quality or quantity of the Service, the Client shall have the right to withdraw from the Contract and/or Order, notifying Mobile Solution by means of a letter sent by registered mail with notification of receipt or by certified e-mail, within 30 (thirty) calendar days of notification of the change. Such termination will be effective from the date on which the notification is received.

9.3. The refund procedure set out in para. 15.4 of the Contract shall apply to any Client who has terminated in this way, provided that the conditions have been met.

9.4. Failure to exercise the right of withdrawal within the period referred to in the paragraph 9.2 above shall imply full and complete acceptance of the modifications made by Mobile Solution.

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9.5. In the event of maintenance of the Platform that involves suspension and/or limitation of the Service, Mobile Solution shall provide prior notice by e-mail or by publication on the Website, with a notice period of 24 (twenty four) hours.

9.6. Should the Service be suspended and/or limited, in whole or in part, due to events beyond the control of Mobile Solution but due to unforeseeable events or force majeure, such as but not limited to failures of the network or supply equipment, disruption of the electricity supply or services provided by telecommunications operators, as well as in the event of extraordinary modifications and/or maintenance that could not have been scheduled and that are technically essential, Mobile Solution is not obliged to comply with the obligations of prior notification set out in the paragraph above, without prejudice to the fact that it will do its utmost to promptly restore the suspended and/or limited Service.

9.7. In order to prevent and combat Fraudulent Transactions, Mobile Solution reserves the right to submit the SMS messages and emails transmitted by the Client, the Reseller or the Final Client to systems of preventive analysis using detection algorithms (URL, domain, keywords). In all cases in which Mobile Solution considers or concerns that the Client or the Reseller or the Final Client is performing or planning Fraudulent Transactions, Mobile Solution will suspend the Service immediately, without prior notice, informing the Client and the Reseller of the reasons for the suspension. The Service will only be reactivated in the event of a negative outcome of the assessment relating to Fraudulent Transactions. The provisions of para. 16:14 below.

Article 9 – Obligations of the Parties

9.1. The Client undertakes to use the Services of Mobile Solution in compliance with the current provisions of law and regulations, with particular but not exclusive regard to the Privacy Law (as defined in Article 16 below) and in the field of spamming.

9.2. The Client is responsible for the content of SMS messages and/or e-mails sent to third parties, which Mobile Solution does not check in any way, either prior or subsequent to sending.

9.3. In order to use the Services, the Client must use equipment and accessories in perfect working order and fully maintained, for which he is solely responsible.

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9.4. Mobile Solution undertakes to use the best technology of which it is aware and the best resources at its disposal to provide the Services.

Article 10 – Fee

10.1. The Client must pay the fee for the Service (hereinafter the “**Fee**”), as specified in the financial conditions stated on the Website, or expressly agreed between the Parties in the Order.

10.2. Unless otherwise agreed in writing, the Fee shall include costs and charges, such as, for example, activation costs.

10.3. Without prejudice to the provisions of Art. 7 above, Mobile Solution reserves the right to modify the amount of the Fee payable for the Services in the event of a change in the unit cost of SMS messages by telecommunications operators, informing the Client by e-mail, with effect 30 (thirty) calendar days after sending.

10.4. In the event that the Parties have agreed to apply different rates from those indicated on the Website for one of the Services, Mobile Solution has the right to modify the amount of the Fee, notifying the Client by e-mail, with effect 30 (thirty) calendar days after the date of sending.

10.5. In the event that the Fee is amended in accordance with paragraphs 10.3 and 10.4 above, the Client has the right to withdraw from the Order and/or the Contract within 10 (ten) calendar days of receipt of the e-mail from Mobile Solution, by giving notice by means on a registered letter with notification of receipt or by certified e-mail. Notice of withdrawal may also be given in advance by fax or e-mail, provided that it is confirmed within 48 (forty-eight) hours by registered letter with notification of receipt. Such termination will be effective from the date on which the notification is received.

Article 11 – Payment methods

11.1. The Fee can be paid by credit card, bank transfer or postal order, unless otherwise agreed in the Order.

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11.2. SMS and/or e-mail packages will be made available within 24 (twenty four) working hours of payment of the Fee.

11.3. Online payment with a credit card requires manual checks on the banking transaction and may delay the availability of the Service.

11.4. The card number is sent by the browser, using an encrypted data channel with 128-bit SSL protocol, directly to the secure server of the banking network which checks the availability of funds and sends the result to the Mobile Solution system. As the transaction is carried out via the banking network, Mobile Solution declares and the Client acknowledges that Mobile Solution does not store the Client's credit card data.

11.5. Payment by bank transfer can also be carried out online as follows:

- a) Reference: Purchase cart no. XXX;
- b) Beneficiary: Mobile Solution S.r.l. ;
- c) Bank: Unicredit Banca ABI: 02008 SORT: 13030 A/C: 000103703810;
- d) IBAN: IT29Z0200813030 000103703810;
- e) SWIFT/BIC: UNCRITM1NR0.

11.6. After receipt of the payment, Mobile Solution will make the invoice or other appropriate and relevant tax document available in electronic format in the dedicated section of the Client's private page (or send it to the address provided by the Client). Mobile Solution reserves the right to send the invoice electronically to the e-mail address provided at the time of purchase.

11.7. The Parties have the right to agree in writing that the Fee will be paid for a Service that has already been provided, subject to the issue of an invoice for SMS traffic or the volume of e-mails generated.

11.8. In the event of late or partial payment, Mobile Solution will have the right to suspend provision of the Services, pursuant to and for the purposes of art. 1460 of the Italian Civil Code, without prejudice to termination of the Contract, as provided for in art. 14 below.

Article 12 – Responsibility and liability

12.1. The Client declares and acknowledges that it is solely and exclusively responsible for the activities carried out through the Services or directly or indirectly related to it, even if the Client has signed the Contract on behalf of third parties authorised by him/her to use the Services.

12.2. The Client declares and accepts that it is responsible for the content and information entered, published, distributed and transmitted on or through the Services and, therefore, Mobile Solution cannot in any way be held liable for criminal, civil or administrative offences committed by the Client by means of the Services.

12.3. The Client, also as Reseller, expressly holds harmless and indemnifies Mobile Solution:

- a) any and all liability connected to the content of SMS messages and/or emails sent by and/or on behalf of the Client and/or Fraudulent Transactions carried out by the Client or the Final Client.;
- b) from any and all liability related to the use and advertising of the shared or dedicated number(s) assigned to the Client for the SMS receiving service;
- c) from any claim made by third parties and/or by the Client in relation to the methods of retrieval, archiving, storage, access, distribution and destruction of the numbers and/or e-mail addresses used, for example and not limited to in relation to compliance of these activities with current laws and regulations, including the Privacy Law (as defined in Article 16 below);
- d) from any claim made by third parties and/or the competent Authorities in relation to any failed or incorrect receipt by end users receiving SMS and/or e-mails of the e-mails giving prior consent to the receipt of such SMS and/or e-mails, in accordance with the Privacy Law (as defined in Article 16 below) and/or the provisions of the Privacy Guarantee;
- e) any liability related to the failure or late sending and/or failure to receive or late receipt of SMS and/or e-mails, except in the event of fraudulent

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intent on the part of Mobile Solution, in the event of force majeure, events caused by third parties such as interruption or malfunctioning of telecommunications services, electricity supply, signal coverage etc., events resulting from the improper or incorrect use of the equipment in use at the Client's premises, necessary for the complete and correct use of the services provided by Mobile Solution, events caused by the Client or its partners or associates, events resulting from the suspension or interruption of the systems in use by Mobile Solution, including when so ordered by the competent Authority;

- f) from any and all liability and from any claim, including for compensation or fines, by third parties and/or competent judicial and/or administrative authorities for the Client's breach of its obligations relating to the Alias;
- g) from any and all liability connected with the transfer of the Service assigned by the Reseller to the End Client, and in general from any claim made by third parties and/or the End Client in connection with the execution of the contract entered into between the Reseller and the End Client, as well as from any claim, including compensation or fines made by any third party and/or resulting from any wilful or negligent act or fact of the End Client;
- h) from any action, petition, claim, cost or expense, including any reasonable legal fees, which may arise from the Client's or Reseller's failure to comply with its obligations and the guarantees made under the Contract.

12.4 In all cases of indemnity by the Client and Reseller regarding Mobile Solution provided for in the Contract, the Client or the Reseller undertakes to pay to Mobile Solution all sums due, upon request and in any case no later than 5 (five) calendar days from the date of the request., any amount, including any costs, even of a legal nature, that Mobile Solution has been obliged to pay to third parties and/or the competent Judicial and/or Administrative Authorities for deed or fact of the Client or Reseller. To this end, any request from Mobile Solution will be justified and accompanied by the relevant supporting documents.

12.5. It is expressly understood by the Parties that all the hypotheses of exoneration and release from liability in favour of Mobile Solution as referred to above are to be understood as referring to any and all types of direct or indirect damage, including loss of earnings.

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Article 13 – Duration

13.1. The Contract has an indefinite duration.

13.2. The duration of each Order is expressly determined between the Parties in the Order.

13.3. For the duration of the SMS Service, see para. 4.5 above. For the duration of the E-mail Service, see para. 5.2 above.

Article 14 – Suspension and Express Termination

14.1. In addition to the provisions of the preceding art. 9, Mobile Solution may suspend the provision of the Services or terminate the Contract and each Order, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, by means of a simple written notification, in the event of the Client's or Reseller's failure to comply with the obligations contained in Articles 6 (Registration Process), 7 (Obligations of the Parties), 8 (Reseller), 9 (Obligations of the Parties), 11 (Payment methods); 12 (Responsibility and liability), 16 (Personal Data Processing and Privacy).

Article 15 – Regulations applicable to the Consumer and withdrawal

15.1. A Client who is a natural person and who has entered into the Contract for reasons not connected with his/her professional activity, in accordance with and for the purposes of Legislative Decree no. 206/2005 (hereinafter the “**Consumer**”), has the right to withdraw from the Contract and/or Order and/or Subscription within 14 (fourteen) working days following the signature and/or acceptance of the same.

15.2. Any Consumer wishing to withdraw must give notice thereof in a letter sent by registered mail with notification of receipt. Notice of withdrawal may also be given in advance by fax or e-mail, provided that it is confirmed within 48 hours by registered letter with notification of receipt. Such termination will be effective from the date on which the notification is received.

15.3. The notice of withdrawal must expressly state the Client's details and whether the withdrawal refers to the Contract and/or Order.

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15.4. Mobile Solution must credit the Consumer with the amount relating to unused Services within 30 (thirty) calendar days of the withdrawal effective date.

15.5. Unless otherwise stipulated, the terms of the Contract and Orders provided for the Client shall apply to the Consumer.

Article 16 – Personal Data Processing and Privacy

16.1. For the purposes of this Agreement, the **Privacy Code** means collectively all the laws and regulations applicable and in force concerning the protection of Personal Data, privacy or similar provisions concerning the collection, storage and processing of Personal Data, including Directive 95 / 46 / EC, the D.lgs. n. 196/2003 (the so-called "Personal Data Protection Code" - hereinafter referred to as the "**Privacy Code**") and the EU Regulation no. 2016/679 (hereinafter, for the sake of brevity, "**GDPR**"), as well as the Laws and Regulations in force at the time, the provisions, issued and enacted, of the Privacy Guarantor (in particular the Guidelines on promotional activities and spam - 4 July 2013 - Published in the Official Gazette No. 174 of 26 July 2013, Register of Measures No. 330 of 4 July 2013 - and the Provision concerning consent to the processing of personal data for purposes of "direct marketing" through traditional tools and automated contact - 15 May 2013 - Published in the Official Gazette No. 174 of 26 July 2013 - Register of Measures No. 242 of 15 May 2013).

16.2. Each parties vouchsafes to treat the personal data of the other according to Privacy Code.

16.3. By entering into this Contract, the Client and the Reseller authorise Mobile Solution, pursuant to and for the purposes of the Privacy Law, to add to the Mobile Solution database their personal data and contact data and that of Final Clients.

16.4. The Client and the Reseller both in their personal capacity and on behalf of their Final Clients pursuant to and for the purposes of art. 1381 of the Civil Code, declare that they have read and accept the privacy policy published on Website.

16.5. Except for the case of advertising obligations that are prescribed by law or by the provision of any competent authority, Mobile Solution undertakes not to disclose to third parties the data and documents which it has acquired in execution of the Contract.

16.6. The Client, as data controller, declares and guarantees that he has received the prior consent, foreseen and in compliance with the Privacy Policy by the users of the SMS and / or e-mail addresses (hereinafter, for the sake of brevity) , the "**Users**"), for the receipt of the aforementioned SMS and / or e-mail messages. In obtaining such consent, the Client declares to have informed the Users that for the

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sending of communications, he may use external services, such as Mobile Solution. The Reseller, also pursuant to and for the purposes of art. 1381 of the Italian Civil Code, declares and guarantees that their Final Clients have received Users' prior consent for the Processing of Data, in compliance with the Privacy Law, with particular reference to articles. 6, 7 and 8 GDPR.

16.7. In its capacity as User Data Controller, by signing the Contract, the Client appoints and accepts Mobile Solution as the external party responsible for the processing of User data, pursuant to art. 28 GDPR. By entering into the Contract, the Reseller names and accepts Mobile Solution as responsible for processing data relating to Final Clients and Users of that data, pursuant to art. 28 GDPR.

16.8. The Client and the Reseller are responsible for the performance of their obligations in accordance with the Privacy Law, in particular as regards the communication of Personal Data of Users and Final Clients to Mobile Solution (including the provision of any information, as well as any related information collection consent forms), as well as for the respective decisions and actions concerning the Processing and use of Personal Data of Users and Final Clients, except as otherwise provided by the Privacy Law.

16.9. The Client or the Reseller may provide Mobile Solution with further instructions with respect to those established by this Agreement with reference to the processing of Personal Data of Users and Final Clients (including purposes, means and procedures for the use and processing of Data).

16.10. For the execution of specific processing activities on behalf of the Client or Reseller, Mobile Solution will be able to make use of other external processing Managers (hereinafter, for the sake of brevity, the "**Sub-Manager**"), with which Mobile Solution has signed specific contracts in which the same are envisaged. Obligations regarding the protection of Personal Data contained in these General Conditions, so that the Processing complies with the Privacy Law and these General Conditions. The references of each appointed sub-manager, the purposes and the processing operations entrusted are communicated to the Client upon request, to be sent to info@MobileSolution.it. If the Sub-Manager is established outside the European Union, Mobile Solution undertakes to comply with the provisions set forth in Articles 44-50 GDPR. To this means, given the need for the transfer of Personal Data in accordance with the standard contractual clauses in the annex to the decision of the European Commission of 5 February 2010, n. 2010/87 / EU, the Client or the Reseller now grant the mandate to represent the contractual clauses and the compilation of Appendices 1 and 2 contained in the scheme of the clauses themselves. In all cases Mobile Solution must follow the instructions received from the Client or the Reseller.

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16.11. Without prejudice to the responsibility of the Client and the Reseller, regarding the use of Personal Data of Users and Final Clients and regarding the content of communications - in its capacity as manager pursuant to art. 28 GDPR, Mobile Solution declares that it is aware of its obligations as established by the Privacy Code and by the GDPR, that it is obliged:

- a. process the Personal Data only on documented instruction of the Data Controller or the Reseller and exclusively for the purposes necessary for the execution of the Services;
- b. comply with the provisions of the Privacy Code, in particular the provisions on security measures pursuant to art. 32 of the GDPR, undertaking to adopt the technical and organizational measures, both physical and logical, to ensure a level of security appropriate to the risk, in order to minimize the risk of destruction or loss, even accidental loss, of personal data, unauthorized access or unallowed processing, or not in accordance with the aforementioned purposes;
- c. to appoint a Data Protection Officer, pursuant to art. 37-39 GDPR;
- d. observe the provisions of the Guarantor for the Protection of Personal Data;
- e. to process the Personal Data transmitted by the Owner or the Reseller for the sole purpose of executing the services required by the Contract and for the time provided therein;
- f. identify, among its collaborators, designing them in writing, the Trustees of the Treatment, which operate under the direct authority of Mobile Solution;
- g. periodically provide the Distributors with basic training in the processing of personal data;
- h. observe and make their Distributors respect confidentiality with respect to the Personal Data of which they will have knowledge in the execution of the Contract and not to disclose or communicate Personal Data to third parties, information or documentation acquired as a result of the contract itself;
- i. supervise the work of its Distributors;
- j. actively and promptly collaborate with the Data Controller or the Reseller, in order to satisfy the obligation of the Data Controller or the Reseller to follow up the requests for the exercise of the rights of the interested party, within the terms and conditions established by the rules;
- k. on the Data Controller's choice, cancel or return all Personal Data after the provision of the services relating to the Processing has been completed and delete the existing copies, without prejudice to the retention of data for the purposes permitted by law;

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- l. to make available to the Data Controller or the Reseller all the information necessary to prove compliance with the obligations of the Privacy Law and provide any useful element in relation to the impact assessment on data protection, and for any possible prior consultations by the Authority;
- m. allow and contribute to auditing activities, including inspections, carried out by the Data Controller or the Reseller or other subjects appointed by the Data Controller
- n. verify the activities of the Sub-Manager including through possible inspections, conducted on their own initiative or at the request of the Client or the Reseller;
- o. immediately inform the Data Controller or the Reseller if, in his opinion, an instruction violates the Privacy Law.
- p. in case of violation of Personal Data (c.d. Data Breach), to inform the Client or the Reseller without delay, indicating the circumstances (nature of the violation, categories and approximate number of interested parties, categories and approximate number of items), its probable consequences, as well as the measures adopted or proposed for adoption to remedy it and, if necessary, to mitigate any possible negative effects.

16.12. Upon termination of the Contract, the role of data manager will also cease pursuant to art. 28 GDPR. Data processed by Mobile Solution will be returned to the Client or Reseller or destroyed, unless required to be conserved for contractual or legal reasons.

16.13. The Client and the Reseller for Final Clients pursuant to and for the purposes of art. 1381 c.c., declare and vouchsafe that they will perform no Fraudulent Transactions.

16.14. In addition to the provisions of the preceding para. 9.7, Mobile Solution reserves the right to suspend the Service immediately if, in its own sober judgment or through third party reporting, it considers that the Client or the Reseller or a Final Client are performing activities in violation of the guarantees and obligations set forth in the previous para. 16.6. and 16.13. In such an instance, the Client or the Reseller, following email notification from Mobile Solution, must immediately eliminate the causes of the dispute or provide appropriate documentation certifying full compliance with the Privacy Law of the activity performed. In case of failure to reply immediately and in any case within the deadline set by Mobile Solution, Mobile Solution reserves the right to terminate the Contract pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to full payment of any sum/sums due or its right to receive full compensation for any damage sustained.

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16.15. Mobile Solution keeps a history of the SMS and e-mails sent, indicating the content, the recipient and, where possible, the receipt of the consultation made by the Client or the Final Client for six months after the insertion of aforementioned data, by accessing the Platform by means of Credentials or by accessing the *customer care* telephone service.

16.16. Pursuant to and for the purposes of articles. 122 and 123 of the Privacy Code and art. 7 GDPR, the Client and the Reseller for Final Clients, pursuant to and by effect of art. 1381 of the Civil Code, give their full agreement:

- a. of investigation and avoidance of crimes;
- b. of documentation in case of disputing the invoice or for the claim of payment, including in court;
- c. marketing of electronic communications services or for the provision of value-added services;
- d. consultation by the Client or by Final Clients;
- e. internal organization, maintenance interventions and statistical surveys, as well as to satisfy any requests for delivery and / or display of data submitted by authorized parties such as, for example, administrative, judicial or public security authorities.

Article 17 – Communication

17.1. Unless otherwise stipulated, the Parties agree and acknowledge that they will use e-mail for communication relating to the Contract and/or to individual Orders.

17.2. The Client undertakes to inform Mobile Solution promptly by registered mail with notification of receipt or via certified e-mail or e-mail of any changes to its e-mail address.

17.3. Mobile Solution cannot be held liable in the event of service failures or delays in the Services resulting from the Client's failure to provide notice of change of contact details.

Article 18 - Applicable law and Competent court

18.1. This Contract is governed by Italian law.

18.2. The Court of Milan shall have exclusive jurisdiction in the event of any dispute relating to or arising from the Contract or its execution.

Service Supply Contract

18.3. In the case of a contract entered into by a Consumer, the Court of the Client's domicile or residence will have jurisdiction.

I ACCEPT THE CONDITIONS OF THE CONTRACT

In accordance with articles 1341 and 1342 of the Italian Civil Code, the Parties declare that they have read and specifically approved the following articles:

Article 4 – Supply of the SMS Service;

Article 5 – Supply of E-mail service, Landing Page and Receiving service;

Article 6 – Registration Process;

Article 7 – Obligations of the Parties;

Article 8 – Reseller;

Article 9 – Modification and discontinuation of the Service;

Article 12 – Responsibility and liability;

Article 13 – Duration;

Article 14 – Suspension and Express Termination

Article 15 – Regulations applicable to the Consumer and withdrawal;

Article 16 – Personal Data Processing and Privacy;

Article 17 – Communication

Article 18 - Applicable law and Competent court

I APPROVE SPECIFICALLY

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ARTICLES 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18.

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