General Terms and Conditions of Service Provision by Mexedia S.p.A SB

This contract (hereinafter referred to as the "Contract") is entered into between Mexedia S.p.A SB (hereinafter "Mexedia"), VAT and Tax Code 15997541006, with its registered office in Rome at Via Affogalasino No. 105, represented by its legal representative pro tempore, and the Customer, identified by the details provided when filling out the specific personal data form, who, through its Legal Representative or an authorized agent to enter into this Contract in the name and on behalf of the entity they represent, adheres to this Contract (hereinafter the "Customer").

Preamble

Mexedia S.p.A SB is a telecommunications company that enables the use of the online digital communication platform in white label "Mexaging," accessible as Software-as-a-Service, allowing users to manage SMS marketing campaigns, email marketing, and other message-based communications such as appointment reminders, alarms, and various notifications. It also provides other digital communication tools.

The Customer declares that they are familiar with and have carefully verified the functionalities and characteristics of the platform available at www.mexaging.com and considers them suitable for their needs.

In consideration of the above premises, the Parties agree and enter into the following service contract, which includes a non-exclusive license to access and use the Mexaging platform.

The preamble, which the Customer declares to have examined and accepted, forms an integral and substantial part of the Contract.

Individual service orders (hereinafter referred to as "Orders" and each an "Order") will specifically regulate, including economic terms, the services provided by Mexedia to the Customer from time to time, unless otherwise specified.

1. Subject of the Contract

1.1. By signing this contract, Mexedia agrees to provide the Customer with services consisting of sending communications via SMS, email, or other messaging channels, utilizing analysis features, and related management services, in full compliance with the terms and conditions of this agreement.

The Customer will benefit from the services through the platform, for which Mexedia grants a non-exclusive license under the terms and conditions outlined herein. The platform also offers additional functionalities to the Customer.

1.2. The characteristics of the service mentioned in point 1.1 are detailed in the commercial offer, which forms an integral and substantial part of the Contract. The Customer is solely responsible for the type of service chosen.

1.3. Mexedia reserves the right to change the service characteristics at any time, with prior notice via email or fax, at least 30 days before the changes take effect. In such cases, the Customer retains the right to withdraw from the contract by registered letter with acknowledgment of receipt within 15 days of receiving the communication.

2. Agreement Finalization

The Contract between Mexedia and the Customer is considered finalized upon the completion of the registration process and acceptance of the conditions as expressed and published on the website www.mexaging.com.

2.1. The Customer's signing of one or more Orders for services provided by Mexedia implies full acceptance of this agreement.

3. Service Provision and Platform Usage Terms

3.1. The Customer will access the platform via the reserved "control panel" area using the login and password chosen during registration. The Customer is solely responsible for the safekeeping of their credentials and is required to maintain confidentiality, safeguard them with care and diligence, not share them with third parties, and change the password via the "change password" function at least once every six months. The Customer must immediately report any theft or unauthorized use of their credentials to Mexedia.

3.2. The parties agree that the credentials serve as the Customer's identification tool. Any operations performed on the platform using these credentials will be deemed to have been carried out by the Customer, regardless of who actually performed them.

3.3. The provision of the service presupposes:

(i) The completion of the Customer's registration process; (ii) The submission of the Order by the Customer; (iii) The payment of the agreed price for the credit or additional product purchased, with VAT added at the time of invoicing; (iv) Mexedia's receipt of the payment.

3.4. The Order submitted by the Customer will be binding for Mexedia upon the correct completion of the indicated procedure, without any error notifications.

3.5. Upon finalization of the service contract between Mexedia and the Customer, Mexedia will send the Customer an email to the address provided, detailing the amount due, the payment methods, and the invoice for the services addressed to the Customer (or to another entity specified by the Customer), with the data provided by the Customer.

Upon payment, Mexedia will confirm the activation of the purchased service.

3.6. Throughout the duration of the Contract, Mexedia reserves the right to monitor messages to prevent and avoid fraud, phishing, spamming, and other malicious activities, ensuring the security of the network and services. Mexedia may implement

In consideration of the above premises, the Parties agree and stipulate the following Service Contract, which includes a non-exclusive license to access and use the Mexaging platform.

The premises, which the Customer declares to have examined and accepted, are an integral and substantial part of the Contract.

Individual service orders (hereinafter "Orders" and each an "Order") will specifically regulate the services provided by Mexedia to the Customer, including the economic conditions, unless otherwise specified.

1. Object of the Contract

1.1. By signing this contract, Mexedia, in full compliance with the terms and conditions of this agreement, commits to providing the Customer with services consisting of sending communications via SMS, email, or other messaging channels, and utilizing the analysis and management functionalities related to these services.

The Customer may benefit from these services by using the platform, for which Mexedia grants a non-exclusive license under the terms and conditions specified here. The platform also allows the Customer to use additional features.

1.2. The characteristics of the service described in point 1.1 are detailed in the commercial offer, which forms an integral and substantial part of the Contract. The Customer is solely responsible for the type of service chosen.

1.3. Mexedia reserves the right to modify the characteristics of the service at any time, with prior notification via email or fax, providing at least 30 days' notice before the changes take effect. In such cases, the Customer reserves the right to terminate the Contract by sending a registered letter with return receipt within 15 days of the relevant notification.

2. Completion of the Agreement

2.1. The present Contract between Mexedia and the Customer is considered completed upon the completion of the registration process and acceptance of the conditions as expressed and published on the website www.mexaging.com.

2.2. The Customer's subscription to one or more orders for services provided by Mexedia entails full and complete acceptance of this agreement.

3. Provision of the Service and Platform Usage Conditions

3.1. The Customer will have access to the platform through the reserved area, the "control panel," via login and password selected by the Customer during registration. The Customer is solely responsible for safeguarding their credentials and must maintain their confidentiality, handling them with care and diligence, and not disclosing them to third parties. The password must be changed at least every six months using the "change password" function. The Customer must promptly report to Mexedia any theft or misappropriation of their credentials by third parties.

3.2. The parties acknowledge that the insertion of credentials is the appropriate means for identifying the Customer. All operations performed on the platform following login with the credentials will, in any case, be considered carried out by the Customer, regardless of who actually performed them.

3.3. The provision of the service requires:

(i) the completion of the registration procedure by the Customer;

(ii) the submission of an Order by the Customer;

(iii) payment of the agreed fee for the credit or additional product purchased (hereinafter the "fee"), noting that VAT will be added to the indicated prices at the time of invoicing;

(iv) Mexedia's receipt of the payment.

3.4. The Customer's order will be binding for Mexedia once the procedure is completed correctly, without any error messages.

3.5. Upon completion of the individual supply contract between Mexedia and the Customer, Mexedia will send the Customer an email to the address specified by the Customer, detailing the fee due, the payment methods, and an invoice for the services issued to the Customer (or the party indicated by the Customer), based on the data provided by the Customer. Following payment of the fee, Mexedia will confirm the activation of the purchased service to the Customer.

3.6. Mexedia has the right, for the entire duration of the Contract, to monitor the transmitted messages to prevent and avoid fraud, faking, phishing, spamming, or other equivalent techniques that may harm users, and to ensure the security of the network and services provided. Mexedia may implement traffic monitoring systems, including automated data analysis software, and conduct manual checks based on specific elements identified as potentially dangerous to detect illicit behavior that could pose a threat. The Customer commits to collecting the end-users' consent for the use of the fraud prevention system in accordance with the GDPR. The Customer acknowledges Mexedia's right to the fee for blocked messages, even if not used, in exchange for the costs of the fraud prevention system, without prejudice to any greater damages.

4. Intellectual Property

4.1. The Customer acknowledges that Mexedia owns the rights to the platform. Reproduction and distribution of the website, improper use of the software platform, and non-compliance with the confidentiality obligations within the Contract are strictly prohibited.

5. License to Use

5.1. The Customer agrees to use the platform following the obligations and directives issued by Mexedia under a license to use as set forth in the preamble.

The Customer is required to provide Mexedia with accurate and truthful information, keep it updated, and assume the related legal and contractual obligations.

5.2. The Customer agrees to hold Mexedia harmless from any rights, claims, actions, exceptions, and/or complaints.

5.3. If services provided by other suppliers are activated alongside Mexedia's services (e.g., integrations/connectors), which the Customer already uses, the Customer acknowledges that these integrations may: (i) automatically check for updates and transmit the Customer's information to their server; (ii) send information entered or accessible from the Customer's services to their server; (iii) be publicly accessible if incorporated into publicly available web pages; or (iv) transmit information related to the Customer's account. When an integration is enabled between the services under the Contract and those contracted between the Customer and a third-party supplier, any processing or information transmitted to the latter will be governed by a separate agreement between the third-party supplier and the Customer, without any responsibility or obligation on the part of Mexedia.