

GENERAL CONTRACT CONDITIONS - TERMS AND CONDITIONS

Article 1. Definitions

1. PRYMA is the service provider, that is PRYMA VAT number / tax code IT 10951210961 (hereafter "PRYMA ")
2. Supplier (or Publisher if it's required adv) it's any natural person, association, corporation or company, with or without legal status, we enter into co-operation with, after it accepts the terms of this agreement.
3. "ADVERTISER" (Partner): it's any natural person, association, corporation or company, with or without legal status, which charges PRYMA, or its suppliers, with finding, in his own name, advertising spaces online, in order that advertising is inserted in the Web site.
4. "ADVERTISING" is any advertising message appearing on the Web site in order to advertise products or services belonging to the advertiser. Advertising formats may be those that are currently in use and those that will be developed in the future.
5. "CREATIVE" Interactive advertising material (DEM, banners, textlink, media exploited by the network) made available by the Client, if placed by Webmaster on their Web sites and clicked by users, allows them to interact with Client sites as well as the Company to know, anonymously, the type of transaction.
6. "CAMPAIGN" Client's advertising campaign, communicated through Creativity and the DEM made available to the Webmaster.
7. "WEB SITE" the set of web pages, interactively linked and related to the same domain name

Article 2. Object covered by the herewith agreement

With the General Conditions of Contract (hereafter referred to the "Conditions") shall govern the terms and conditions of supply and use of services, applied to the contract (the "Contract" between PRYMA based in Ripa di Porta Ticinese 39, Milano 20143, (hereafter the "PRYMA"), and the Supplier (as specified in the order form), which offers web marketing services described in the order form under the conditions and in accordance with the terms specified below

2. The object of the contract, for which PRYMA is required, is marked with the words OBJECT. Any other item or parameter, it must qualify as a "reason" (within the meaning of the Civil Code) is not essential and non-factor, for which PRYMA is under no obligation and does not assume any obligation. PRYMA ensures in any case the maximum effort and the maximum diligence for providing the requested service with the objective of achieving the reasons possibly declared.
3. The web marketing services purchased are described in the order form.

Art. 3. Obligations and right of the parties

1. By accepting this agreement PRYMA can collaborate internally with Publishers, and work on campaigns that has been agreed with the Advertiser. PRYMA reserves the right to keep the privacy about its publishers and suppliers informations, having freedom in the choice of its suited cooperators.
2. The Advertiser will not contact Publishers who PRYMA cooperates with, either directly or indirectly, with the aim of excluding PRYMA. In any time Advertiser may ask PRYMA the status of a particular Publisher. PRYMA will promptly so that it can favor the enforcement of this clause by the publisher.
3. The Advertiser will share with PRYMA materials and complete packaged object of promotion, if no other agreement. The suppliers and licensors PRYMA will ensure the sale of advertising space. The Client represents and warrants that all materials provided are to PRYMA as the basis for performing Performances of ownership of the Client and / or third party licensors of the Client and that the Client has the right to grant a license PRYMA, including without purpose limitation any license for use of the mark and / or materials covered by Intellectual Property Rights of the Client or others.
4. The Advertiser reserves the right to choose the advertising format.
5. PRYMA has the right, without prior notice or notification to the Client, at any time, to omit, edit, remove, change or discontinue the placement of advertising creativity of the Client. This right may be exercised in the following cases:

if the material appears to be contrary to

- The present Regulation
- Mandatory rules,
- Laws and regulations,
- Morality,
- Public morals, if the material is to have a content
- Challenged by third parties
- Covered by copyright or rights of third parties
- Containing trademarks or elements used without a license or authorization

- Offensive or defamatory to third parties or to the parties to the contract,
- Racist, xenophobic, violent,
- Prohibited by rules and regulations, including the Community or international
- Relating to torture, manufacture of weapons and explosives, drugs,
- Related to sex and pornography, child pornography, pedophili .

As an example, we describe below content in violation of this contract:

- Promotion of goods or services sold counterfeit or in violation of trademarks, patents, copyrights.
- Promotion of lotteries, prize competitions, betting, gambling for which have not been obtaining the necessary licenses, authorizations, or illegal services on the Italian territory.
- Promotion of services masked, or which is masked the identity of the donor or operator

The Assessment, also preventive, the circumstances described above is only of PRYMA and can not be contested by the client.

PRYMA will consult with the Client before exercising these rights only if such exercise would in any way interfere with the execution of the Contract. PRYMA reserves at any time the right to change the graphic layout of the site and / or e-mails in which they are the creativity of the advertising Client. In this case, the new placement of creativity will be decided by PRYMA and will present similar characteristics to those agreed in the Contract. In relation to the use of personal data generated by Performance, Client further represents and warrants that the advertising Client does not in any way contain explicit references and / or explicit, direct and / or indirect references to PRYMA and Partners. The Client warrants that such advertising does not cause the user to believe that in any way PRYMA and Partners are linked to the same and / or to the sender.

6. By the nature of the service must PRYMA and Advertiser agree with any time limits of the campaign and any limits on the channels through which convey promotional messages.

7. For the activities of Lead Generation (of any kind) for the collection of recordings is provided for checks on the quality of leads (trash). The parameters for evaluation of the trash will be agreed between the Parties. The Client agrees to share any values with PRYMA fake / trash no later than the 10th day following the month of collection of expertise. Otherwise PRYMA reserves the right to charge at least 90% of leads delivered.

8. Lead acquired as part of the Performance of Coregistration, Lead Generation and / or Sponsoring are delivered to the Client in accordance with the conditions laid down in the Order.

9. In the case of activities Coregistration, Sponsoring Lead Generation or the Client accepts the obligation for the duration of the contract to submit up to four e-mail advertising a week per user. Otherwise PRYMA reserves to end the relationship at any time and bill the Client the portion released until then. PRYMA and its Partners are authorized to enter into any delivery control address by not more than 0.3% of the volume delivered, in order to verify compliance with the contract terms.

10. In the case of lead generation including telephone contact, phone numbers, fixed or PRYMA Ripa di Porta Ticinese 39, Milano 20143 team@prymasrl.com furniture will not be subject to verification of de duplication. On request of the Client, PRYMA will reimburse the numbers exist within the limit of ten percent (10%) of the total number of phone numbers and sent it following the submission of a list by the Client, in a format agreed between parts. PRYMA reserves the right to verify the non-existence of any number. If after checking this list, five (or more) numbers exist, PRYMA reserves the right to charge the full list of numbers sent to the Client. The data and data collection are made from PRYMA and its Partners.

Article 4. Duration of agreement

This Agreement begins from the day of its signing. The agreement has an unlimited period unless it is indicated a specific date of maturity within the "Agreement Duration" of the order form. In the case of contracts with unlimited duration, each party may terminate the contract by sending the notice by registered letter with acknowledgment of receipt or by certified mail messages sent to mailboxes certified, with 30 days notice.

2. In cases of any violations of the contract between the publisher and PRYMA working with PRYMA, PRYMA reserves the right to block the campaign, the account and collaboration, with immediate reset of profitable credit by the specific publisher.

Article 5. Report and tracking

1. The trackings and monitoring of the results of advertising campaigns (lead, impression, clicks, sales etc. Etc.) are managed by the PRYMA platform or on sites to which users are redirected by typing the above address.

2. The counting of impressions, send and clicks, conversions, registrations, user action and the reading of each statistic related to banner campaigns, Direct Email Marketing (DEM) campaigns, in campaigns Cost per Action (CPA), Newsletter and any other marketing

service will be made by the PRYMA and the Client's information systems. The Client has the responsibility to check and, if necessary, to disregard the transactions generated on a monthly basis by the 5th day of each month, with reference to the transactions of the previous month.

3. The above quote count will be checked by PRYMA through its information systems or possibly through the information systems of the Client.

4. If the Client/Advertiser doesn't communicate to PRYMA, within this period of five days, will be considered valid transactions counted by the information systems of PRYMA. The technical difficulties caused by malfunction of the information systems of the Client or the Internet connectivity of the Client will not affect the limits above.

5. In the case of campaigns to Performance, the Advertiser, in order to enable their checking of the number of contacts, sales, leads generated through the activity of PRYMA, it agrees to insert the code tracking PRYMA and its Publishers pages Confirmation of transactions (for example pages that thank you for signing up to the service) and maintain the same assets for the duration of this Agreement. The Advertiser understands that the tracking codes of PRYMA and its publishers are indispensable for tracking transactions.

6. If the Advertiser does not fulfill the obligation to enter the passwords for tracking PRYMA and its Publishers, PRYMA and his publishers, reserve the right to suspend the service without notice. In this case the compensation of PRYMA will be calculated taking into account the results of the last month and in the light of the growth trend of the results of the advertising campaign.

Article 6. Payments

1. The timing and method of payment are specified on the order form.

2. Based on the report of traffic generated and commissions shall be agreed between PRYMA and the Advertiser, PRYMA receive the amount generated by its own activities.

3. In case of sudden cancellation of a scheduled campaigns involving advertising campaigns that aim to advertise a brand / product / service, etc. etc., providing for the agreement a compensation/fee predetermined in its extent, independently of the results of the advertising campaign, the customer must still recognize PRYMA 30% of the agreed amount.

4. In any case and with reference to all types of advertising activity, in the case of sudden interruption of the campaign carried out and not justified by proven technical complications (such as, for example, server problems), the Advertiser will remain liable to recognize PRYMA to 50% of the agreed amount.

5. For campaigns to performance (Lead Generation, Coregistration, Sponsoring, Survey) in case the Advertiser will notice situations of a technical nature such that the cancellations / disputes / conversion trash / fake leads, may or will be higher than or 20% were to the respective number of cancellations / disputes / conversion trash / fake lead more than 20% of the total route, it must give immediate written notice to PRYMA. In case of failure to notify in PRYMA before the end of the month in question amounts due PRYMA will be determined by considering a number of Cancellations / disputes / conversion trash / fake lead of up to 20%. The figure of 20% may be agreed to varying degrees, where specified in the order form.

Article 7. Payment's Terms and Conditions

1. Payment terms are specified in the appropriate section of the Order Form. In the event of a specific order form on the payment must be made within 30 days after invoicing.

2. In the event of non-payment within the time specified PRYMA reserves to suspend the service. If an invoice is not paid in full, the Advertiser must pay all bank charges arising from this lack and supported by PRYMA, plus statutory interest determined in accordance with the rules of late payments in commercial transactions, to the payment of all amounts. In case of non-payment as two invoices PRYMA will immediately close all campaigns Advertiser. The same solution also applies to affiliates or to participating insurance companies of Advertiser. Furthermore, in the event that the Advertiser does not make payment in time, it will be responsible for all reasonable expenses (including attorneys' fees) incurred by PRYMA for the levying of such sums. In case of suspension and / or termination of the advertising campaigns for non-payment of one or more invoices in terms, nothing will be asked from Advertiser to PRYMA, giving up Advertiser in any civil action, criminal and / or administrative.

3. The payment by the Advertiser will be made by bank transfer to the coordinates that will be indicated by PRYMA..

Article 8. Manleva

The Client represents and warrants that:

- advertisements fully comply with the rules relating to commercial communication, with reference to existing legislation IAP (Institute for Advertising Ethics) and any other specific legislation on commercial communication;

- owns all rights relating to advertising;
- the work covered by the advertisements - Are lawful and are, for the duration of the campaign, duly authorized by law, - Are conducted in full compliance with applicable laws and regulations in force, including the rules of games, competitions, etc..;
- the advertising message does not affect or injure him, at the time of its distribution, rights of third parties (such as, but not limited to, third party competitors and users)
- the message is not misleading or otherwise unlawful, or which may cause damage to any third party and / or to individual users.

The Client shall indemnify and hold harmless PRYMA from any adverse consequences from the violation of the representations and obligations above. The Client indemnifies also PRYMA from all claims, damages, civil and criminal sanctions, etc., expressly including any sanctions and or redress and compensation in accordance with current laws and international conventions, including in the field of intellectual and industrial property, which can be advanced and imposed, by virtue of the promotional messages contained in the advertising creativity delivered by the Client or agreed upon and approved by the Client, the order to be exhibited or sold advertising space in order to be sent through the countryside by means of Direct Email Marketing (DEM) or newsletter or services covered by this contract. PRYMA is not responsible for the non-performance of the obligations due to causes not attributable to it such as, but not limited to, failure of telephone lines, electricity, temporary or permanent blocking of the server, temporary or Permanent server hasoffers, malfunction of global networks or local failures, overloads, software interrupts, or infringements of third parties, disruption of the Internet for any reason, strikes, fires, storms, floods, earthquakes or other natural disasters, acts of violence, war, revolt, insurrection, disorder and invasion.

Advertiser will keep PRYMA harmless from any claim for damages or other claims arising from the content of the website owner, promotional material and its contents or any inaccurate information provided to third parties. The Advertiser shall indemnify PRYMA from any claim, loss, damage, expense (including legal fees) or liability resulting from:

(A) Advertising, Content, links, or any other material or service made available to third parties, directly or indirectly, for advertising services through the Websites or the Network of PRYMA and / or (b) any non-compliance, direct of Advertiser or third parties who provide that Content to the Advertiser, obligations and guarantees of this Agreement. The Advertiser nothing will ask PRYMA, for any reason, title or reason because of damage caused by the activities of providers PRYMA. The Client exempts PRYMA from any claims and damages, as well as possible civil and criminal penalties, administrative, etc., And advanced imposed by virtue of the contents of web pages which said creative material refer via links. The indemnities referred to above are not subject to limits and, in particular, not limited by the value loss of this contract.

With this Indemnity, PRYMA and Publishers declares to operate in accordance to the d.lgs. 196/03 and subsequent amendments and additions, in accordance to Regulation (EU) 679/2016 ("GDPR"), any national legislation implementing GDPR that is applicable within the scope of the Services, including, by way of example and not exhaustively, the legislative decree adopted on the basis of art. 13 of the Law n. 163/2017 ("National GDPR Adjustment Regulations") and, finally, Provision no. 330/2013 of the Guarantor for the protection of personal data containing the Guidelines on promotional activities and against spam ("Guarantor Provision") and to the legislation on the processing of personal dates. With this Indemnity, Foreigns Publisher declares to operate in accordance to the legislation on the processing of personal dates in their country of residence but in any case in accordance with the current European legislation.

PRYMA and his publishers declares to have collected and to manage those lists of email addresses in full compliance of D.Lgs. 196/2003 (Code for the protection of personal data) and Regulation (EU) 679/2016 ("GDPR") as well as any other applicable legislation and that it had requested and received explicit consent to send commercial communication. In particular, the publisher claims to have provided its subscribers to mailing lists, at the time of collection of e-mail, appropriate information prepared pursuant of art. 13 del D.Lgs. 196/2003 (and where applicable also the necessary formalities for profiling) and Regulation (EU) 679/2016 ("GDPR") be used and treated in order to receive advertising material, including third parties, by e-mail.

The e-mail addresses and associated profiles that are the subject of the purchase negotiations for any purpose and / or intended use, belonging to proprietary databases, have been collected respecting the following conditions:

- Processing is permitted pursuant to Article 6 of the Rules and where the consent of the interested party is required, it must be rendered in accordance with Article 7 of the Rules.
- The purpose of the treatment was explained to the interested parties.
- The sender is immediately recognizable and traceable to the interested parties.
- The interested parties received adequate information pursuant to art. 13 of the Regulations and have provided the necessary express consent, free and specific so that their personal data are used and processed for the purposes of indirect marketing and profiling, in order to receive advertising material, including third parties, by e-mail.
- The interested parties are guaranteed the possibility to withdraw consent to the processing and to exercise their rights pursuant to articles 15, 16, 17, 18 20 and 21 of the Regulations.

- No e-mail addresses were found on the Internet (newsgroups, forums, chats, providers, newsletters), in newspapers and magazines.
- No lists have been generated consisting of addresses found on the Net using automatic software.
- The e-mail addresses included in the "personal data" list of subscribers to an Internet service provider are not used (if there is no free and specific consent).
- E-mail addresses published on the websites of public entities for institutional purposes or from lists of subjects who have registered domain names are not resold.
- The interested parties have been adequately informed in relation to the presence and type of any tracking tools used during the navigation.
- Data subjects can choose to browse without registering or using an anonymous user profile.
- The data collected during browsing will not be correlated with further information already available on the interested parties.
- The data provided by the interested parties will be used exclusively for purposes related to the performance of the service offered and for any other purposes clearly identified and in relation to which the interested party has expressed his free and specific consent, without prejudice to other cases referred to in Article 6 of the Rules.
- Data subjects have consented to the transfer to third parties of information related to their IP address or other unique IP identifier. In the absence of such consent, the IP addresses are rendered anonymous.
- Data provided by data subjects, if unused for the services offered, will in any case be deleted.

Furthermore, PRYMA and Publishers declares to provide its subscribers to mailing lists, at each sending e-mail advertising, special information (the "disclaimer") embedded within the content of e-mail that allows registered users to exercise their rights, and the art. 7 of D.Lgs 196/2003 and Regulation (EU) 679/2016 ("GDPR"), that includes the possibility for users to remove their email address from the mailing list or otherwise require the cessation of use of e-mail advertising.

E-mail will be send directly by the Publisher (IT or Foreign), in accordance with all rules and regulations and with diligence obligation, assuming full responsibility . The customer will provide to the Editor (IT or Foreign) only the content of e-mail advertising, not coming in any way aware of personal data relating to the recipients of the communication, and not assuming any responsibility for sending those emails and compliance with local regulations.

For these activities, the editor can use all his mailing list, actually or in the future, looking for each of the statements in this deal. Editor (IT or Foreign) with this deal agrees to guarantee observing every rule that is introduced or modified subsequent to the date of signing of this declaration, for the duration of the collaboration with the customer.

PRYMA and his Editors with this deal agrees to keep the customer entirely relieved of any responsibility on the compliance of laws and regulations, and all claims arising from non-judicial or extrajudicial comply with the above stated and the statements contained in this.

Article 9. Termination/Recess

Each contracting party has the right to terminate the agreement by registered letter or certified mail sent to e-mail certified, with immediate effect if the other is subject to voluntary liquidation, court settlement or bankruptcy proceedings.

Article 10. Privacy

1. Personal data relating to the Advertiser, its agents or employees, will be processed by PRYMA, by your enterprise or agents in accordance with Italian laws on the protection of personal data for the sole purpose of meeting its obligations under this Agreement, in particular the supply of services, billing, etc.. The subjects to whom personal information we have the right to access, rectification, cancellation and opposition with respect to your personal data stored. The data collected by PRYMA will be processed in order to provide the services requested by the advertiser. Through this, the Advertiser agrees to the processing of personal data for such purposes, in accordance with this Agreement, and communications sent to the advertiser via e-mail about events, news, new activities or services and other business information considered appropriate to PRYMA. PRYMA process all data and send notices to the advertiser without transferring, under any circumstances, any data to third parties. PRYMA not transfer the data to third parties, except where required by law. However, PRYMA will work with third parties who undertake to carry out data processing activities in strict compliance with the instructions and principles set out in this clause. The Publisher undertakes, for the entire duration of the agreement, to fulfill all the obligations of the law on privacy and privacy of personal data pursuant to Legislative Decree no. n. 196/2003 and subsequent amendments and additions, of Regulation (EU) 679/2016 ("GDPR"), any national legislation implementing

GDPR that is applicable within the scope of the Services, including, by way of example and not exhaustively, the legislative decree adopted on the basis of art. 13 of the Law n. 163/2017 ("National GDPR Adjustment Regulations") and, finally, Provision no. 330/2013 of the Guarantor for the protection of personal data containing the Guidelines on promotional activities and against spam ("Guarantor Provision").

The Privacy Code, the GDPR, the National Regulations for Adjustment and the Provision of the Guarantor are reported below, as a whole, as the "Privacy Policy".

The Foreign Publisher also undertakes, for the duration of the agreement, to fulfill all the obligations of the law on privacy and confidentiality of personal data of his country of residence, in accordance with current law in the European Community.

2. The data of the Advertiser, its employees, agents and consultants will be kept confidential in accordance with the Privacy Law regarding the protection of personal data pursuant to Legislative Decree 196/03 and subsequent changes and, also following the termination of this Agreement, all information obtained from PRYMA including, but not limited to, information relating to the Services and / or Traffic, except in cases where these are generally disclosed due to lack of action or omission of the Advertiser or in cases where disclosure is required by a regulatory provision, by an applicable law or by a regulatory or judicial order, subject to notification to PRYMA.

3. The Customer is responsible for managing directly and at his own expense any contestation or request for access to data by the interested parties, as well as any request for information, display of documents, access to data by the Privacy Guarantor or other body from these delegate.

In this regard, the customer has the right to ask PRYMA for assistance for the activities referred to in the previous period at a cost of € 100.00 over and above I.V.A. for each hour or fraction of an hour of assistance.

The Parties mutually acknowledge that they have received complete information pursuant to the Privacy Law (as specified above) and will process the respective data in compliance with Legislative Decree 196/2003 and GDPR and for the sole execution of the Contract and the related legal obligations. According to the law indicated, this treatment will be based on principles of correctness, lawfulness and transparency, protecting the privacy and rights of the subscriber.

Article 11. Declarations

PRYMA and Advertiser guarantee that:

- a) They have the right to enter into this Agreement in its own name.
- b) They don't infringe the intellectual and industrial property rights of third parties.

PRYMA, right guarantees received from its publishers, said that the sites where the exhibit creativity (banners, links, etc.) of advertisers do not violate the law, or in respect of facts relating to their headings or in reference to the material of any kind and form, contained therein and / or activities carried out by them, that the spaces on which it will be exposed to the material does not conflict with mandatory rules do not infringe any copyright, trademark, patent or other third party rights protected by current regulations and that the sites are used, or allowed to use, in violation of the existing rule, against morality and public order, in order to disturb public or private, to cause offense or direct or indirect damage to anyone (including but not limited to: material that stretches pedophilia, pornography, racism or bigotry).

Article 12. Agreement's Transfer

This Agreement is not transferable or assignable without the prior written consent of the transferee. The 'agreement can however be sold to a person or entity that has acquired or taken over the company, capital or assets of the transferor as a result of sale, merger or other transaction.

Article 13. Amendments to Agreement

Amendments and supplements to this Agreement must be in writing in the form of an addendum contract. PRYMA is authorized to make changes from time to time to this Agreement for legal reasons or because of changes to the Services (including pricing, tariffs, or the method of calculating charges) with notice of 15 (fifteen) days to the advertiser. If the Advertiser does not agree about this change, the only alternative for him will terminate this agreement.

Article 14. Additional provisions

- a) This Agreement is subject to Swiss law.
- b) In the absence of agreement between the parties the place of jurisdiction will be exclusively that of Milano.

Signature of the legal representative or delegate

The Client declares to have read and approved explicitly and specifically the following articles of the General Conditions of Contract: "The purpose of this agreement", "Duration of 'agreement", "Report and Striping ", " Fees and Payments ", " Terms of Payment ", " Indemnity ", " withdrawal ", " Privacy ", "Manleva"" Statement ", " Transfer Agreement ", " Amendments to the agreement ", " Additional Provisions ".

☒ Signature whit FLAG on checkbox **"The Company accepts the Insertion Order"** in web page <http://doc.prymasrl.it/> by the legal representative or delegate

☒ Signature whit FLAG on checkbox **"The Company accepts the General Contract Conditions"** in web page <http://doc.prymasrl.it/> by the legal representative or delegate

Request for consent to the processing of personal data. The data you entered may be used for the communication of commercial information new offers of products and services PRYMA Adv and / or companies with which he PRYMA signed trade agreements, and to verify the level of Client satisfaction on products and services.

To express your consent regarding the treatment of the above described sign below.

☒ Signature whit FLAG on checkbox **"The Company accepts the General Contract Conditions"** in web page <http://doc.prymasrl.it/> by the legal representative or delegate

last update
Milano, 1 Ottobre 2019