

Service Purchase Order

Add plus by Altera Fabrica

Below are the specific contract conditions for applicable each purchase of **Add plus - Augmented Data Document** ('Add plus') solution performed on <https://www.addplus.it/> and subdomains: this Service Purchase Order ('SPO') is an integral and essential part of the General Terms and Conditions of Service ('GTCS'). The GTCS and this SPO establish the terms and conditions for the provision of the *Add plus - Augmented Data Document* service ('Add plus') by Altera Fabrica to the Customer.

Commercial offers and rates published online at <https://www.addplus.it/> form an integral part of the conditions and of the present order.

Pursuant to and for the purposes of articles 1341 et seq. of the [Civil Code](#), the Customer expressly approves the following clauses of the Purchase Order for the 'Add plus' Service: 2 - Service Conditions, 3 - Duration.

1 - Description of the Add plus Service.

The Add plus Service takes place through web software and it allows the Customer, also defined User, to create, to manage, to apply, according to specific software conditions, and to share, between different Users inside the service platform itself and for these enabled, multiple-link landing pages automatically associated with Quick Response codes (Codici QR or QR Codes) which together form the Quick Link Box or QL Box, through online management panel and without the need to install additional programs except for possible 'add on' performed by this company, in its sole discretion, unless otherwise specified in the publication of the specific plan. The Customer uses the Service through the use of an assigned web user attributed to him, accessible exclusively through the use of the internet browser and the online connection.

The service is provided to the User, understood as unique, and in various possible alternative solutions, also called "Plans", whose characteristics are published in an updated mode on the site <https://www.addplus.it/>, with the description of the differences and of the related economic offers, also differentiated for each plan in different offers. The supply of further types of Plan of the type on offer is also envisaged, including reserved, as well as a "customized" service to be agreed with the Customer following direct contact and with specifications to be defined separately with the latter, both in terms of performance and price of the service.

Altera Fabrica reserves the right to formulate, even during the contract, promotional offers that may be highlighted and advertised on the site, in which case the conditions, terms and rules set out therein must be observed. The promotional offers are according to Altera Fabrica discretion, which reserves the right to make explicit terms and conditions from time to time.

Any services rendered free of charge, highlighted as Gratis, For Free or For Trial, allow the customer to create a limited number of QR codes+Landing Page (in the platform called QL Box) and to use the Service for a one year limited period, unless otherwise re-scheduled to be highlighted on the <https://site.www.addplus.it/> or in advertising communications or in any case shared with users, which may be reiterated according to Altera Fabrica discretion who may, at any time and without prior notice, suspend or interrupt the provision. It should be noted that at the interruption of any service, therefore also of the free one, gratis or trial, the access to the Customer account (or User account) will be inhibited; in such cases Altera Fabrica does not guarantee the functioning of the QR code (s) (or even QL Box) and the

related contents linked to them, reserving their cancellation, without notice and with all related contents and users, after 30 days from expiry date if it has not been renewed or, for free services, a request for reiteration of the service according to the procedures provided for the plan. Eventual under test services allow the customer to use the service for a limited period of time, as specified on the website <https://www.addplus.it/> or communicated in another way. Altera Fabrica may at any time, and without any prior notice, suspend or permanently interrupt the provision of a Trial service. The Trial and gratis or free modes are ruled by the Altera Fabrica general conditions of service under point 4 "Under test service or free".

The Customer acknowledges to purchase an only one and NON-exclusive, non-transferable to third parties, to use the software on the web platform accessible from the current address <https://www.addplus.it/> , and valid only for the undersigned time and provided by the tariff plan and by the present SPO.

2 - Terms of the Service.

DEVICE FOR USING THE SERVICE

Being a service performed through web software, accessible from the web site <https://www.addplus.it/> and its subdomains, its use is possible through the use of devices or electronic devices, not included in any way in the SPO. Altera Fabrica allows the access to the service also in "responsive" mode from mobile devices, such as smartphones or tablets, specifying however that the service accessible from the web site <https://www.addplus.it/> and subdomains is structured for a specific use with personal computers. Any inefficiencies or imperfections due to the use of "responsive" modalities with mobile devices, and therefore not by means of a specific "mobile app" eventually drawn up by Altera Fabrica, are not attributable to this latter, given that it has been intended to provide to the customer an additional use mode, under its discretion, not included in this SPO.

USE OF A CLOUD FOR FILE LOADS

After the registration the Customer must indicate No. 1 (one) cloud, among those described in the software, which will allow to edit the QL Boxes specified by its plan with the mode Load File. The file (s) that will be connected to the QI Boc (so to the QR code) with this mode will be put in own Cloud chosen in this section, within a dedicated folder visible with name Addplus, whose creation and management by the Add plus service is meant expressly authorized by the User with the acceptance of the contractual terms and conditions of which the present is an integral part. It is allowed to register more clouds although the upload file function will only work on the one you select and display as cloud in use when loading. The use of the loading and chosen cloud by the User is to be understood as unique for the entire account and not interchangeable between the clouds and their accounts. The selection of a cloud other than the one previously chosen for the file upload function will entail in the connection disablement (s) from the corresponding QR Code making the files and the contents inaccessible and unusable. It is specified that erasing a file into the Load File section entails the contextual deleting from the chosen loading cloud.

QR CODE STORAGE

Altera Fabrica does not guarantee the functioning and conservation of the QL Boxes, Landing pages and QR codes, and of what is connected or edited in them, upon the termination of a purchase order for the service (also called subscription), reserving the possibility of canceling them. in one with the contents after 30 days from the expiration date in case of non-renewal within these same 30 days. In the event of termination of the platform and the overall service, the plans will continue to be active until their natural expiration. The

company, after 30 days, reserves the right to delete the contents. Any termination of the services will be communicated on the add plus website.

THRESHOLDS ON THE QL BOXES NUMBER AND SHORT URLS - DEFINITION OF THE WORDS "NO LIMITS" AND "MULTIPLE". AND OF THE TERM "LIFETIME"

The Customer acknowledges and accepts that the definition “Without limits” and “Multiple” referring to the number of Short URL and QL BOX executable for creation, management or sharing, as indicated on the rates and / or on the Plans and / or on the Prices published on the site <https://www.addplus.it/>, allows the creation of a large number of codes, without obviousness of a limit, on condition that the overall accounts already existent and those of future perspective it does not entail prejudice to the stability and to the system correct functioning, both hardware and software. Altera Fabrica limits to 3000 the maximum number of QL Boxes that can be generated and managed during the annual validity period of a Plan for which “multiple QL Boxes” are provided and 100 the maximum allowed number of Short URLs per user that can be generated and managed during the annual validity period or LIFETIME of a Plan for which “multiple Short URLs” are envisaged, suspending the service, without prior notice to the Customer , where there is proof of excessive and not in accordance with the afore mentioned threshold.

From the perspective of an utmost availability for guaranteeing a quality service to customers, Altera Fabrica may grant to the Customer, at its sole discretion, an annual surplus with respect to the above mentioned threshold if the technical conditions allow it and after checking the overall workability; if it is allowed, in the terms and in the ways that will be indicated by the same Altera Fabrica, the QL Boxes that exceed the above-mentioned maximum threshold shall be canceled. Failure to comply with the aforementioned new threshold, and therefore also the cancellation of the surplus from own account, will allow Altera Fabrica to simultaneously terminate the service and the contract for the infringement by the Customer. In order to meet the customer needs, this latter, through the contact form on the web site <https://www.addplus.it/>, can request to expand the aforementioned limit, by specifying the reasons; Altera Fabrica will be entitled to evaluate the possibility of granting or denying this possibility, at its sole discretion, applying a higher rate if necessary. To guarantee the smooth operation of the service, Altera Fabrica specifies that over 100 QL Boxes the system may experience slowdowns in page and content views. For plans and accounts with LIFETIME duration means a period equal to and not exceeding 120 months.

STORAGE

The Customer acknowledges and accepts the existence of Log files and the use of cookies, relating to the use of the Service, generated and / or stored by Altera Fabrica, in compliance with all applicable laws or regulations, for the maximum period of time allowed by current legislation. The contents of the Log are confidential and may be exhibited by Altera Fabrica only upon competent bodies request and in compliance with current legislation. Furthermore, the Customer acknowledges and accepts that Altera Fabrica will have the right to store the material and disclose it to third parties where this is required by law or by the Authority or is necessary to:

- i) comply with legal procedures;
- ii) implement the General Conditions;
- iii) Object to the claims that the Material violates the rights of third parties;
- iv) protect the rights, properties or safety requirements of Add plus and its Customers.

RULES OF USE

Altera Fabrica does not control the content of the Customer's service which remains the unique responsible for the contents and materials published and/or disclosed through the platform. It can control the quantity of QL BOX created by the User, being able to inhibit changes for security and commercial reasons, the number of Short-url and user-customers and in general the data defined as public in the platform. The Customer undertakes to comply with the applicable laws and regulations and in particular not to publish pornographic or child pornographic content that is detrimental to the images of others or in any case defamatory or to the copyright of third parties. All offered content to the Customer as part of the Service, such as, but not limited to, QL BOXES, QR codes, landing page multiple-links or media-kit, images, graphics, backgrounds, videos, music, formats, structures, etc. (from now on "Contents"), belong to exclusive property of their respective owners and/or publishers of the Service. The Customer accepts and agrees that he will not have any right of ownership of these Contents which he will have the right to use only as part of the online Service, on the Altera Fabrica platform dedicated to the Service, only during the period of validity of the Service itself and in compliance with current laws and regulations. The Customer undertakes to respect the copyright relating to the Contents, as defined by the relevant laws and regulations. For this reason, the Customer accepts and accepts that the reproduction in any form of the Contents is strictly prohibited without the express right holder authorization, therefore assuming all responsibility and by releasing from liability Altera Fabrica for an use that does not comply with applicable laws and regulations. With this SPO the Customer is aware that through the user name he can share archives, projects and QR Codes with other Add Plus users and that these users will in turn be able to share the same contents with other Add Plus users in any case according to the modalities provided by Add *plus* and without requesting a prior authorization. The user who shares a resource (sharer) has full responsibility for the contents shared with other users (shared); any change made to the contents and shares by one or more shared users is carried out under the responsibility of these latter towards the sharer. In shared QL BOXES it is not possible to upload files to the cloud, since access to this is exclusively the responsibility of the sharing owner. It is reiterated that the sharing of content between users is not subject to acceptance by the sharing user who receives it but is direct, even for those shared and imported as "models"; the shared user had to check the identity of the sharer user in order to avoid the maintenance of dangerous material or in violation of law in own shared section, advising to eliminate suspicious shares directly or those whose owner (original sharer) is unknown. Users can report to Altera Fabrica's contacts any suspicious, misconduct and law violations of other users, with legal obligations towards the authorities.

Upon expiration of the service or subscription or license, for whatever reason, the Customer formally undertakes to terminate any use of the Contents and to destroy the Contents still available to him; where there are shared content and resources, the Sharer is advised to inform the shared users prior to the termination of the service and/or of the contents cancellation. In any case, Altera Fabrica reserves the right to destroy and cancel them, thus also invalidating any sharing, after 30 days from the expiry date of the service if the customer does not proceed to the renewal within this term.

ALTERA FABRICA LAIBILITY

The Service will be available 24 hours a day, seven days a week, except for suspensions for interruptions caused by the maintenance and/or updates on software and hardware systems. Altera Fabrica will not be liable for any interruptions in the service that it undertakes to restore as quickly as possible where it is dependent on its availability.

Altera Fabrica may, at any time, interrupt the provision of the service if there are justified reasons of security and/or confidentiality guarantees of, giving in this case notice to the Customer also through publication on the web site <https://www.addplus.it/>.

Altera Fabrica may in no case be held liable in the case of malfunction addicted to events and/or facts beyond the reasonable control of Altera Fabrica such as, by way of example: (i) case of force majeure and unexpected; (ii) events addicted to third parties such as, for example, the interruption or malfunctioning of the telecommunications operators services and/or of the power lines and/or of server system suppliers; (iii) malfunctioning of the terminals or other communication systems used by the Customer.

COMPLAINTS

The Customer is required to report any irregularities in the service by registered letter with acknowledgment of receipt to the address of Altera Fabrica, Viale Giacomo Mancini 24, 87100 Cosenza, within the next 48 hours. Failure to report in the manner and terms above described release Altera Fabrica from any liability.

The customer is informed that as an alternative to court litigation, both the Client and Altera Fabrica will be able to make use of online disputes alternative solution by filing an online complaint through the platform established by EU Regulation 524/2013 of 21 May 2013, at the following address: <http://ec.europa.eu/consumers/odr> ("ODR Platform") according to the specifications described on the GTCS.

EQUIPMENT AND/OR DEVICES

Altera Fabrica does not provide the Customer with any equipments and/or device.

3 - Term.

The present SPO, according to the choice made by the Customer during the purchase procedure or even after the registration from his own control panel, may expire with (a) or without (b) tacit renewal:

a) in the case of deadline with tacit and eventual renewal and payment by credit card, where present, the fees referred to in the following article "Charges and Payments" will be debited within the agreed terms and at the existing conditions at the renewal time, as specified in the control panel, directly by Altera Fabrica or acquirer, on the Customer's credit card, upon notice by e-mail. If it is not possible for Altera Fabrica to proceed with the above mentioned charge, the contract cannot be renewed tacitly and the same will certainly be understood as having expired within the laid down term. In such case the customer can renew the service following the procedure below. In the case of expiry with tacit renewal and payment with a system other than a credit card, where present, Altera Fabrica in the 20 days before the expiry of the service will proceed, after informing via email, to carry out the renewal and to send an invoice to the Customer which must be paid within the terms therein laid down. The invoice and related payment instructions will be sent via mail to the saved address in the archives at the order time. In the case that the Customer does not proceed with the payment within the laid down time, Altera Fabrica may interrupt the provision of the service at any time, except what is laid down by article 6 of the GTCS. The invoice and related payment instructions will be sent via mail address in the archives at the order time.

b) In the case of deadline without tacit renewal, Altera Fabrica will send an e-mail notice within 30 or 20 days before the service deadline, calling on the Customer to renew the service; the Customer may request to Altera Fabrica, through the online procedure made available by Altera Fabrica, to renew the service through the present SPO for further and subsequent periods within the terms that will appear on the Customer's control panel and the technical and economic conditions in place when the service is renewed, by definitively

carrying out the renewal procedure. In case of non-renewal, in the forms and within the terms above specified by the deadline the present SPO will cease to produce its effects de jure, without the need for any notice by Altera Fabrica.

4 - Fees and Payments.

The Fees for the provision of the Service are those indicated in the "Plans and Prices" page of the web site <https://www.addplus.it/>.

The provision of the Service is understood to be agreed upon payment of the fee for the Service by means specified in the Plans and Prices.

The price of the purchase or renewal, of one or more annualities, will be that described in the list price as applied by Altera Fabrica at the time of the Customer request and displayed on the control panel at the time of the purchase or the renewal. In case of promotional offers, at the time of service renewal at the scheduled deadline, Altera Fabrica reserves at its sole discretion to apply the entire tariff price at the current time, therefore also a different price from that previously foreseen at the time of the promotion or to the apply the price of a new promotion or of one previously purchased. Altera Fabrica has the right to request a different price for the renewal of a Service Purchase Plan or of a Service Order already activated from the applied to the activation of a NEW Service Purchase Order. Furthermore Altera Fabrica request to the Customer to switch from one Free, Gratis and/or Trial service to another service for a fee when the period of validity of the free and/or test service ended, without prejudice to the Customer's right to do not accept it. In such cases, Altera Fabrica does not guarantee the functioning of the created QL BOXES, Landing Pages and QR Code (s), as well as it is also possible to delete them, with the relative contents and shares, after 30 days from the plan and/or service purchase order deadline if the Customer has not accepted to switch to the service for a fee.

The conversion from one Plan to another at a higher cost entails for the Customer the payment of the entire price laid down by the new purchased plan and he will not able neither to receive a refund of the paid price for previous purchases nor a discount and/or a compensation of such price. It has not provided for to switch to a lower cost plan, unless a different and specific assessment is made by Altera Fabrica, following a customer request. In any case, the Customer is aware that no sum will be paid on deduction or compensation, given that he shall pay the entire amount laid down by the requested Plan. The Customer has the right to purchase the same plan for more than one year by repeating the annual purchase procedure.

These conditions have been updated on 18 January 2022.