

GENERAL TERMS AND CONDITIONS OF BRANDNOMIC SRL

Art. 1. Definitions

Brandnomic: Brandnomic Srl, with registered office in I-39042 Bressanone/Brixen, Strada Satzl/Satzlstrasse no. 4, VAT no. IT02610190213, tel. no. +39 0472-678000, general e-mail address info@brandnomic.com, certified e-mail address administration@pec.brandnomic.com.

Customer: The person or entity requesting the provision of a service, the use of software, or any other service offered by Brandnomic Srl.

User: The person or entity who is contacted on behalf of the Customer by means of a service or program provided by Brandnomic Srl or who uses a service or program provided by Brandnomic Srl on behalf of the Customer.

Offer: The document that regulates a Customer's order with Brandnomic Srl on the basis of these General Terms and Conditions with any additions or amendments.

Contract: The agreement between Brandnomic Srl and the Customer regarding the provision of a service, software, or other service by Brandnomic in accordance with the signed offer.

Art. 2. Services provided by Brandnomic (services and programs)

Brandnomic offers the services and software listed as examples on the website www.brandnomic.com/en and described in detail in the respective offer and, where applicable, in the product descriptions provided to the Customer (hereinafter also referred to as "service" or "services").

Information about products or services contained on the internet, social media, catalogues, price lists, advertising materials, and similar materials or media does not constitute a binding offer by Brandnomic or a promise of service provision.

Art. 3. Subject matter, conclusion, and term of the contract

3.1. Subject matter

Brandnomic is exclusively obliged to provide the services expressly specified in the offer. The type and scope of Brandnomic's obligations are determined by the services specifically mentioned in the offer and are limited to these. Additional services will be communicated to the Customer in advance and invoiced at agreed hourly rates or otherwise in accordance with Art. 4.4 of these General Terms and Conditions.

Brandnomic undertakes to carry out the order to the best of its knowledge and belief, but does not assume any liability or guarantee for the successful implementation thereof or for the achievement of specific, expected, or promised goals.

3.2. Conclusion of contract

Unless expressly stated otherwise, offers made by Brandnomic to the Customer are subject to change and non-binding. The Customer's order constitutes an irrevocable offer to enter into a contract. The Customer is bound to their offer for a period of 30 days from the date of transmission. Within the same period, Brandnomic is entitled to accept the order with binding effect. However, contractual offers made by Brandnomic that are expressly declared to be binding shall expire after 30 days.

The contract, including any subsequent amendments, additions, and any ancillary agreements, as well as commitments, assurances, and guarantees, shall only come into effect upon written confirmation of the offer by the Customer and reconfirmation by Brandnomic or upon performance of the ordered service by Brandnomic.

Brandnomic's claim to remuneration for the performance of additional services, changes, and additions shall also apply in the event of verbal enquiries by the Customer or by simple e-mail or by persons commissioned by the Customer, provided that these are subsequently accepted in writing by Brandnomic.

Brandnomic shall be legally represented exclusively by its authorised signatories and can only be bound by them.

Unless otherwise specified in the offer, a deposit of 30% of the order amount is due upon placement of the order, while further advance payments will be invoiced on a monthly basis depending on the progress of the project. Licence fees for the entire term are due in the month following confirmation of the offer.

The contents of the offer may not be passed on to third parties by the Customer except in cases where this is required by law.

3.3. Contract term

Unless otherwise agreed, the contract shall be concluded for a term of one year, with automatic renewal for the same term unless Brandnomic or the Customer gives written notice of termination within 30 days prior to expiry. This provision shall not apply to one-off project services for which the service period is expressly defined in the offer and no ongoing services have been agreed.

Unless otherwise agreed, licence products have a term of one year and are in any case bound to the term of the contract. In the first year, the term ends on 31 December with pro rata calculation of the annual fee for the intervening months (the first month is considered a full month), and in subsequent years from 1 January to 31 December.

3.4. Adjustment of the economic terms of the contract

3.4.1 Prices shall be increased by at least the rate of inflation. All prices are subject to an increase linked to the increase in the consumer price index (FOI) collected and published by ASTAT for the Autonomous Province of Bolzano and are automatically adjusted annually without the need for prior notification by Brandnomic, which may charge either annually or retrospectively for several years.

3.4.2 Brandnomic reserves the right to unilaterally amend the economic terms of the contract to adjust for increases in operating costs, up to a maximum of 50%, in the first month before or after each contract extension in accordance with Art. 3.3 and with effect from the first day of the extended contract period, as well as in December or January of each year with effect from the first day of the following or current year. The price increase shall be communicated to the Customer with the last invoice under the previously valid conditions or with the first invoice under the already amended conditions, which shall be indicated as such therein. In the absence of termination by the Customer within 20 calendar days of receipt of the invoice or in the event of payment thereof, the contractual amendments shall be deemed to have been unreservedly accepted. Termination entitles the Customer to continue using the service under the previous economic conditions until the end of the third month after termination and at the latest until the end of the third month after contract renewal. If the Customer expressly waives the latter option in the letter of termination, the contractual relationship shall end on the last day of the month of termination and under the previous economic conditions.

3.4.3 The notification under Art. 3.4.2 is not required and the right of termination shall not apply if the price change results from the application of the provision under Art. 3.4.1 and is solely due to the inflation adjustment. The Customer's right of termination shall also not apply in the event of price increases of less than 15%.

Art. 4. Provision of services and payment

4.1 Provision of services

Brandnomic is authorised to have the services performed by a third party and to use the services and infrastructure of third parties. Brandnomic is permitted to subcontract services to subcontractors and to assign contracts. Brandnomic is entitled to perform partial services and may invoice these separately.

The Customer will be informed of the duration of the project in advance, and a schedule will be drawn up jointly with the Customer after confirmation of the order. Performance dates are also specified in the respective offer. Unless otherwise agreed in writing, these are estimated dates. Brandnomic's obligation to provide services is subject to timely and correct delivery by its suppliers. Brandnomic is entitled to withdraw from the contract, in whole or in part, if Brandnomic does not receive the services required for the performance of the contract from a third party in a timely manner.

Any change to the project shall in all cases entail the granting of an additional period with regard to any interim deadlines and for the completion of the project, which, in the absence of a written agreement between the parties, shall be determined on the basis of the scope of the additional work and in proportion to the deadline set for the execution of the work originally commissioned.

If the Customer fails to provide requested data, documents, or files within the agreed time frame, Brandnamic shall not be held responsible for any delays in the provision of services. Due to the delays, the entire schedule for the order must be redrafted, i.e. the delay in the end of the project may be significantly longer than the period of the Customer's delay. For efficient planning and order fulfilment, the Customer must provide all necessary information and materials in good time. Information delivered late may extend the project duration. Brandnamic requires up to two weeks' lead time for planning and will then commence work. Unless expressly agreed otherwise in the offer, all changes, corrections, and additions to the original project status approved by the Customer will be charged to the Customer at the mutually agreed hourly rates or otherwise in accordance with Art. 4.4 of the General Terms and Conditions.

If Brandnamic is also culpably unable to meet a binding deadline or falls behind for other reasons, the Customer shall in any case grant a reasonable grace period for the provision of services.

The Customer shall immediately, and in any case within 48 hours, inspect the service provided, even if only partially provided, for completeness and conformity with the contract and for the presence of all contractual characteristics. The Customer shall notify Brandnamic in writing of any recognisable deviations within 7 days of delivery, otherwise their rights shall lapse, providing as specific and detailed information as possible. Customers shall support Brandnamic to the best of their ability in remedying any defects and shall document any defects that may occur in a meaningful manner, otherwise losing their warranty claims, and shall notify Brandnamic of any defects in writing within two weeks at the latest. After the expiry of the above deadlines without objection, the assertion of warranty claims shall be excluded.

4.2. Hardware and software requirements – adaptation of services

The system and device requirements necessary for the use of Brandnamic's services and not expressly listed as contractual services must be provided by the Customer at their own expense.

The Customer declares that they are aware of the basic hardware and software requirements necessary for the proper performance and functionality of the services so that these can be delivered without fault, and undertakes to purchase, install, and configure the necessary components independently and at their own expense. The same applies to new interfaces to third-party systems, which must be ordered by the Customer independently and at their own expense from the relevant operator. Brandnamic accepts no responsibility for the functionality and stability of interfaces to third-party systems.

Brandnamic is entitled to change, adapt, or deactivate the content, functions, and scope of the services, temporarily or permanently, in whole or in part, in particular in the event of technological developments or service interventions, without any claim to compensation on the part of the Customer. The changes are binding regardless of any notification to the Customer and in any case upon publication on the Brandnamic website. If the Customer does not terminate the contract within one week of receiving the first invoice after implementation of the changes or upon receipt of a corresponding notification or publication on the website (whichever is earlier), the contract changes shall be deemed to have been unreservedly accepted. The Customer's right of termination does not apply to updates and shall in any case lapse if the changed service continues to be used for a period of two weeks.

Necessary and planned maintenance work shall generally be announced with 5 days' notice prior to the intervention and, as in the case of support services and updates, may result in the loss of services and functions without compensation. Unless otherwise agreed in writing, maintenance and support services shall be performed during normal office hours on working days.

Regular security updates, maintenance work, and other updates are necessary to keep software, websites, and IT systems secure and functional. These may be charged to the Customer on a half-yearly basis at the agreed hourly rate and otherwise in accordance with Art. 4.4 of these General Terms and Conditions and shall not entitle the Customer to claim compensation from Brandnamic for any associated impairment of services.

In the event that changes to a service have a significant negative impact on other systems of the Customer on a permanent basis, Brandnamic shall notify the Customer of this one week before the change. In this case, the Customer shall be entitled to an extraordinary right of termination with two weeks' notice from the date of the change.

4.3. Internetverbindung

The Customer must have an internet connection that is suitable for the use of the services. The internet connection must be established and set up by the Customer independently and at their own expense with a telecommunications service provider.

The Customer fully indemnifies Brandnamic from any liability for any malfunctions or inability to use Brandnamic's services that are related to a malfunction of the Customer's own internet connection.

The Customer declares that they are aware of possible delays in the receipt and transmission of electronic mail (e-mail) and releases Brandnamic from any responsibility in connection with any malfunctions in this regard.

4.4. Terms of payment

The offer contains the remuneration owed for the services provided by Brandnamic, which is due within 30 days of the invoice date unless otherwise agreed in writing.

Services provided by Brandnamic at the Customer's request, in particular maintenance and support services, shall be invoiced in units of 15 minutes and rounded up. For services provided on site at the Customer's premises, the costs for travel time and travel expenses in accordance with the applicable ACI guidelines and other costs shall also be charged.

Unless otherwise agreed, an hourly rate of EUR 115.00 plus ancillary costs and VAT shall apply.

Performance-related fees may be invoiced immediately after performance of the service on the basis of Brandnamic's internal time records and are due immediately.

Additional costs for third-party services will be invoiced to the Customer by Brandnamic or the third-party service provider.

Any objections to an invoice must be made to Brandnamic in writing within seven days of receipt of the invoice. Otherwise, the Customer shall be responsible for proving that the services invoiced have not been correctly invoiced.

In the event of default in payment, default interest shall be deemed agreed regardless of fault in accordance with the provisions of Italian Legislative Decree 9.10.2002 No. 231, plus reminder and legal fees. Brandnamic is entitled to claim further damages arising due to default.

The plea of non-performance of the contract is hereby excluded. In particular, the Customer is not entitled to withhold payments due to incomplete delivery, warranty or guarantee claims, or complaints.

The Customer is only entitled to offset counterclaims if these have been established by a court of law or recognised by Brandnamic in writing.

Brandnamic reserves the right to change the terms of payment unilaterally. The changes are binding regardless of any notification to the Customer and in any case upon publication on the Brandnamic website. If the Customer does not terminate the contract within one week of receiving the invoice with the amended terms and conditions, the contract amendments shall be deemed to have been unreservedly accepted. The Customer's right of termination shall lapse upon payment of an invoice under the amended terms and conditions.

Art. 5. Security and privacy - data protection

5.1. Access data

Access to certain services and programs of Brandnamic is possible by means of the Customer's personal username and password.

As third parties could gain access to systems and programs using the username

and password, the Customer undertakes to store this access data using the strictest security measures and with the greatest possible care and not to pass it on to third parties either directly or indirectly. The Customer indemnifies Brandnamic from any liability for damages arising from even partial and unintentional disregard of these requirements.

The Customer is obligated to notify Brandnamic immediately and to change the passwords or access data or to arrange for Brandnamic to change them if the Customer has reason to believe that third parties have gained knowledge of the passwords or access data.

The Customer shall be liable to Brandnamic for any damage resulting from inadequate confidentiality of passwords or access data or from their disclosure to third parties, from failure to implement state-of-the-art security measures to prevent the services provided from being copied, modified, deleted, or otherwise misused by third parties, and shall indemnify and hold Brandnamic harmless in this regard. In such cases, Brandnamic shall be entitled to terminate the contract and, subject to the right to compensation for any further damages, to a contractual penalty amounting to five times the remuneration stated in the offer.

5.2. Privacy – Data protection

Brandnamic maintains discretion when handling data and information provided to it by customers for business purposes. All Brandnamic software products are GDPR-compliant.

Brandnamic collects, stores, and processes the Customer's personal data in accordance with the provisions of EU Regulation No. 2016/679, Italian Legislative Decree No. 196/2003 as amended, and other requirements in the field of data protection. The Customer agrees that their personal data and any business data will be processed in accordance with Brandnamic's data protection provisions and confirms that they have read said data protection provisions (available for viewing and download at www.brandnamic.com/en/privacy).

Art. 6. Responsibility, liability, and rights in connection with the services

6.1. Responsibility for content and data

The completeness, correctness, and legality of the data, images, representations, texts, information, addresses, contacts, and other materials (hereinafter also referred to as "content") provided by the Customer to Brandnamic in any form whatsoever for the purpose of providing the agreed services are the sole responsibility of the Customer. The Customer must, for example, ensure that all necessary data protection consents have been obtained for the relevant purposes.

The provision of the content implies the unconditional declaration by the Customer that they have acquired said content lawfully and are entitled to use it for the intended purpose in connection with the services requested from Brandnamic, and that they do not infringe any third-party rights and are acting in accordance with the applicable legal provisions. Brandnamic is therefore not obliged to carry out any checks, but the provision and continuation of the service may at any time be made dependent on the provision of written proof of the lawful origin and use of the Content.

If the Customer does not provide reasonable proof of the lawful origin and use of the content within 24 hours, even upon informal request by Brandnamic after the start of the provision of services, the provision of services may be suspended or discontinued in whole or in part without prior notice until the Customer has fulfilled their obligation to provide proof.

The Customer undertakes not to store, make available, or publish any content whose provision, publication, or use violates applicable law and, in particular, the rights of third parties, specifically in the areas of copyright, trademark, patent, data protection, and competition law, and not to store or publish any references or links in any form whatsoever to content of this kind offered by third parties.

The Customer undertakes not to use the contractual services in any way that could damage or otherwise impair Brandnamic or third parties, in particular not to store or publish any harmful software or programs, references or links of any kind to such programs, or any websites that call up such programs, in a program, system, or storage space provided by Brandnamic. The Customer warrants that the data provided by them and made available to the user is correct and complete. They undertake to inform Brandnamic immediately of any changes to the data provided and, upon request by Brandnamic, to reconfirm the current accuracy within 10 days of receipt.

The Customer hereby undertakes to indemnify Brandnamic in full for any claims, damages, losses, fines, and costs, including legal fees, which arise directly or indirectly in connection with the content, and to hold Brandnamic harmless from any such claims, even if the claims for compensation or penalties subsequently prove to be unfounded. Brandnamic is entitled, without any claim for compensation on the part of the Customer, to temporarily or permanently block access to the content stored by the Customer or registered domains, or to delete or deregister them, if there is a suspicion, based on official or judicial investigations or a warning from the alleged injured party, that the data stored by the Customer contains illegal content. The Customer will be informed of the blocking and the reasons for this, and requested to remove the allegedly illegal content or prove its legality. Brandnamic reserves the right to maintain the blocking until an official or court order to unblock it is delivered, without the Customer being entitled to any compensation of any kind.

The Customer is obliged to inform Brandnamic immediately of any disruption or interruption of programs and services. If the Customer violates this obligation to notify Brandnamic, Brandnamic shall not be liable for any damage or expenses incurred by the Customer as a result of the failure to notify Brandnamic; furthermore, the Customer shall be liable for any damage incurred by Brandnamic if they culpably violate their obligation to notify Brandnamic.

The Customer is advised that upon termination of the contract for whatever reason, Brandnamic shall not be obliged to continue providing the services and shall be entitled to delete the content stored on the storage space provided at any time. The timely retrieval, storage, and backup of this content prior to termination of the contract is therefore the sole responsibility of the Customer.

6.2. Responsibility and liability of Brandnamic

Except in cases required by law, Brandnamic does not guarantee any specific quality, consistency, availability, accessibility, compatibility, interoperability, or adaptability of the services offered or the achievement of specific, expected, or promised goals, unless these have been expressly and bindingly guaranteed in the form of a separate written performance guarantee provided in addition to the offer.

Brandnamic endeavours to achieve the best possible availability and functionality of all services on an annual average. Brandnamic shall not be liable for technical or other disruptions that are beyond its control (e.g. force majeure, fault of third parties or the Customer, etc.).

Claims for damages arising from the contract, in particular due to non-performance or poor performance, are excluded both against Brandnamic and against its employees and vicarious agents, unless the damage was caused intentionally or through gross negligence, or in the event of mandatory liability under applicable statutory provisions.

Brandnamic's liability to the Customer in relation to breaches of contractual obligations shall in any case be limited to the remuneration paid by the Customer in connection with the contract or, in any case, to the minimum extent permitted by law.

Brandnamic shall in no event be liable for any damage incurred by the Customer as indirect or consequential damage, including, but not limited to, production downtime, loss of opportunity, loss of profit, or claims for damages by third parties.

Brandnamic's liability is excluded in any case if the damage is a risk that cannot be attributed to the absence of the quality or quantity of the service clearly and unambiguously guaranteed in any written statement of guarantee.

The Customer is prohibited from manipulating or otherwise interfering with Brandnamic's programs and services without the written authorisation of Brandnamic and shall be liable to indemnify Brandnamic for any claims arising therefrom. The same shall apply if the Customer fails to notify Brandnamic immediately in writing of any interference by a third party of which it becomes aware.

Claims for damages must be asserted by the Customer against Brandnamic within two weeks of the occurrence of the damage and the discovery of the resulting damage, otherwise they shall lapse.

Upon termination of the contractual relationship for any reason whatsoever, Brandnamic shall no longer be obliged to continue the agreed service and shall therefore be entitled to delete stored content that arrives after the end of the contract or is kept ready for retrieval (e.g. e-mails that must be stored by the Customer).

tomers themselves). The timely retrieval, storage, and backup of such content during and prior to the termination of the contractual relationship are the sole responsibility of the Customer, who cannot derive any claims against Brandnamic from the deletion.

The above limitations of liability in favour of Brandnamic, and any further limitations agreed to the maximum extent permitted by law, shall apply to the same extent to the personal liability of its employees, workers, staff, representatives, and vicarious agents.

6.3. Responsibility of the Customer

The Customer undertakes to check the legality of the content before publishing it, before using the services, and before transmitting messages to users, to maintain it, and to indemnify and hold Brandnamic harmless against any claims by third parties, as Brandnamic is released from any obligation to check or store such content.

The Customer undertakes to make regular and sufficient backups of the data stored on the storage space provided under the contract, to keep them up to date, and to store them securely. These backups may not be stored on the storage space provided. Irrespective of this, the Customer is obliged to perform data backups before installing and commissioning the services offered and at regular intervals thereafter, and to take measures for data security and backup on their own responsibility in order to ensure the security of the stored data.

If the Customer fails to comply with Brandnamic's requests (e.g. for documents or approvals of project statuses) or does so only late or inadequately, Brandnamic shall be entitled to compensation for the additional expenditure in the amount of at least 5% and at most 20% of the order amount according to the offer and shall be released from any liability for any adverse consequences associated therewith.

Brandnamic is irrevocably granted the right, already considered in the calculation of the contract fee, to cite the Customer and their projects as references in its commercial materials and publications. This also includes the publication of "making-of" images of the project, the end product, or excerpts thereof on the website, social media channels, in printed materials, and other advertising media of Brandnamic.

6.4. Intellectual property and protection of confidential information

The copyright to the services and the derived exploitation and usage rights are exclusively reserved to Brandnamic.

No provision of these General Terms and Conditions or of the offers and contracts shall be interpreted as transferring to the Customer or third parties any rights whatsoever to the intellectual property of Brandnamic and affiliated or controlled companies. The Customer is granted solely a non-exclusive right of use to the contractual services for the duration of the contract, limited to the scope expressly stated in the offer. Any further use after the end of the contract period or any use beyond this is excluded or must be agreed in writing with Brandnamic in advance.

The use of the software and IT services provided by Brandnamic is based exclusively on a licence, intended exclusively for use by the Customer, that is limited to the term of the contract, non-transferable, non-sublicensable, non-exclusive, and subject to a fee.

The Customer has no in rem rights to servers, databases, and web spaces on which the services provided are operated or on which the Customer's content and data are located, and has no right of access to the premises where the servers are located.

All methods, formulas, data, data sets, logical links, combinations, graphics, and strategies underlying the concepts, plans, and calculations remain the exclusive property of Brandnamic. The same applies to concepts, ideas, graphic designs, and texts presented by Brandnamic in the course of the order initiation, which may not be passed on to third parties under any circumstances.

The open files of the graphic work, the source code of the web design, the software, and other source code remain the exclusive property of Brandnamic.

The services provided by Brandnamic are intended exclusively for the Customer, who undertakes to prevent use by third parties with due commercial care. The granting or transfer of rights of use to creations of Brandnamic is only permitted

with the express written authorisation of Brandnamic.

The Customer irrevocably undertakes to maintain confidentiality regarding all trade and business secrets made available to them by Brandnamic, provided to them or otherwise disclosed to them in connection with or on the basis of a business relationship or contact with Brandnamic, and not to make these available to third parties in any way whatsoever without the consent of Brandnamic. Confidential information includes all information disclosed to the Customer by Brandnamic or its affiliated or controlled companies in the course of preparing and performing the services or otherwise obtained by the Customer, and includes all written and oral commercial, financial, and technical information relating to all aspects of the business of Brandnamic or its affiliated and controlled companies, including, but not limited to information relating to Brandnamic's employees, data relating to business plans, marketing plans, ongoing work, market shares, product knowledge, trade secrets, know-how demonstrations, drawings, specifications, protected data, costs, and other materials of any kind, regardless of whether they are protected by copyright, patents, or other intellectual property rights or whether they are expressly designated as protected or confidential. The confidentiality obligation shall remain in force indefinitely even after the end of the business relationship with Brandnamic or regardless of a business relationship after Brandnamic has submitted an offer.

The Customer shall not be granted any ownership or usage rights of any kind with regard to the confidential information, nor may the Customer claim such rights. The Customer undertakes not to assert or use, either directly or through third parties, any commercial or exclusive legal protection rights of any kind, including patent and trademark rights, in relation to confidential information, and not to register or use any marks attributable to Brandnamic or otherwise used by Brandnamic.

In the event of a breach of any of the Customer's obligations agreed herein with regard to confidential information and other intellectual property of Brandnamic and affiliated or controlled companies, the Customer undertakes to pay a penalty of EUR 20,000.00 for each individual breach and for each direct or indirect recipient or beneficiary, as well as for any subsequent infringements, subject to the assertion of further claims for damages. beneficiary, as well as for each subsequent infringement, subject to the assertion of any further damages.

Should Brandnamic suspect a violation of the above provisions, the Customer hereby authorises Brandnamic to obtain information from third parties regarding the availability and use of confidential information and other intellectual property of Brandnamic and affiliated or controlled companies.

Upon termination of the contractual relationship for any reason whatsoever, the Customer is obliged to hand over to Brandnamic, without being requested to do so, any intellectual property of Brandnamic in their possession and to delete it immediately. When handing over files created in accordance with the order to the Customer, Brandnamic reserves the right to make changes necessary to protect its own intellectual property and confidential information, even if this restricts or prevents the further use of the files and, in particular, their functions. The Customer hereby waives any claims for compensation.

6.5. Retention of title

Until full and unconditional payment of all amounts owed under the contract, including interest and costs, all services rendered remain the exclusive property of Brandnamic. The granting of economic rights of use defined in the contract or in these General Terms and Conditions shall only take effect upon full payment of the corresponding invoice.

6.6. Use of AI systems

The use of AI systems shall always be in accordance with applicable data protection and security standards and the legal framework. Brandnamic guarantees that the use of such systems does not impair the quality and integrity of the services provided.

The Customer is informed about the possibility, nature, scope, and effects of the use of third-party AI systems for the creation of texts, images, and other content, as well as for the analysis of data, the expansion and optimisation of services, consents to their use for the purpose of providing the agreed services, and indemnifies and holds harmless Brandnamic from any responsibility and liability with regard to the completeness, correctness, and legality of the content provided for the use of the services by the Customer and of the output, taking into account the known reliability and availability of the AI models, also with regard to the development of technology and the legal framework, authorises the use and

combination of the content provided as input, permits access to such content as input and output as well as training data under the terms and conditions of the operators of the AI systems, does not claim any exclusive rights in relation to the output, and consents to the possible extension, modification, suspension, or restriction of the use of the aforementioned AI systems by Brandnamic at any time.

The Customer has the right to refuse the use of AI systems by notifying Brandnamic in writing, provided that this does not disproportionately impede the performance of the contract, and is aware of the associated restriction or deactivation of functions.

Art. 7. Termination clause – expiry of services and programs

7.1. Termination of the contract

Brandnamic may consider contracts to be terminated by operation of law in accordance with Art. 1456 of the Italian Civil Code, even in relation to individual partial services, if the Customer, even through negligence:

1. fails to pay the price for the services, even in part, within the specified period;
2. fails to comply with the obligations to protect access data and prevent access by third parties in accordance with Art. 5.1 of these General Terms and Conditions, even partially or temporarily;
3. fails to fulfil their obligations to provide or use complete, correct, and legally usable content and to ensure or prove the legal origin and use thereof, as well as the information obligations pursuant to Art. 6.1 of these General Terms and Conditions, even in part, within the specified time limit;
4. manipulates or interferes with programs or services in accordance with Art. 6.2 of these General Terms and Conditions, or negligently allows this to happen, or fails to comply with the reporting obligation;
5. partially disregards the duties of care with regard to the content in accordance with Art. 6.3 of these General Terms and Conditions;
6. violates the obligations to protect intellectual property and confidential information in accordance with Art. 6.4 of these General Terms and Conditions, even in part.

Brandnamic shall be entitled to withdraw from the contract if, after conclusion of the contract, it receives business information about the Customer or their financial situation that is likely to prevent the performance of the contract. Brandnamic shall not be liable for such withdrawal from the contract.

If, after conclusion of a contract, it becomes apparent that the payment claim is at risk, even partially or temporarily, due to the Customer's inability to pay, Brandnamic is entitled to make the future provision of services dependent on the Customer providing appropriate security or advance payment. Brandnamic is also entitled to these rights if the Customer is in default of payment of even a single invoice. If the Customer fails to make the payment or provide security, Brandnamic shall be entitled to withdraw from the contract and claim damages from the Customer.

Brandnamic is entitled to terminate the contract at any time in writing without notice with good cause, in particular in the event of discontinuation of the service offered, provided that Brandnamic gives at least two weeks' notice of such discontinuation.

Brandnamic is entitled to suspend the provision of the agreed services and, in particular, the functions, access data, and licences, either in part or in full, while maintaining the contract, after prior notification to the Customer, if one of the reasons entitling Brandnamic to terminate the contract prematurely exists, including but not limited to the above-mentioned cases. The suspension of services shall not affect the Customer's obligation to pay the current remuneration. The suspension shall be lifted if the reasons for its maintenance no longer exist and the Customer has, on the one hand, requested Brandnamic to do so in writing and, on the other hand, reimbursed the costs incurred up to that point and those incurred for the lifting of the suspension.

7.2. Expiration of services and software

The Customer acknowledges that in the event of termination of the contract, the

services will no longer be available and that in the event of termination of partial services, the functionality of other related systems may be impaired or no longer available. The costs for remedying malfunctions shall be borne by the Customer, who shall not be entitled to assert any claims against Brandnamic.

7.3. Place of performance, place of jurisdiction, and applicable law

The exclusive place of jurisdiction for all disputes arising from the contractual relationship or future contractual relationships between Brandnamic and the Customer is the court with jurisdiction in Bressanone/Brixen. However, Brandnamic is also entitled to sue the Customer at their place of residence or at one of their places of business.

These General Terms and Conditions and all contracts with the Customer shall be governed by and construed in accordance with Italian law. Italian substantive law shall apply exclusively, excluding any provisions on conflict of law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

7.4. Amendments to the General Terms and Conditions

Amendments and additions to these General Terms and Conditions, including this clause, are only valid in written form.

The provisions of the General Terms and Conditions shall also apply to future business relationships in their latest version, even if no express reference is made to them, and may also be amended for existing contracts.

The most recent version of these General Terms and Conditions, which is available at any time in PDF format at www.brandnamic.com/en/gtc, shall always apply. The General Terms and Conditions may be amended by Brandnamic at any time and at its own discretion by written notification to the Customer, including by reference in the invoice documents, or by publication on the website.

7.5. Language

The valid version of the General Terms and Conditions, offers, and contracts is the German version. In the event of discrepancies between the language versions, the German version shall prevail.

7.6. Schlussbestimmungen

The General Terms and Conditions apply to all contracts concluded between Brandnamic and its customers.

General terms and conditions of the Customer or agreements and declarations deviating from Brandnamic's General Terms and Conditions and contracts between customers and Brandnamic shall only apply if expressly acknowledged in writing by Brandnamic.

Any omission or delay by Brandnamic in exercising its rights or powers, including those arising from the General Terms and Conditions, shall in no way be construed as a waiver thereof.

Should any provision of these General Terms and Conditions or of the contracts be or become invalid, ineffective, or unenforceable for any reason, this shall not affect the validity of the remaining provisions. The invalid, ineffective, or unenforceable clauses shall in any case apply in the legally permissible cases in favour of Brandnamic: In all other cases, Brandnamic and the Customer undertake to jointly agree on a replacement provision based on the principles of good faith and mutual cooperation that comes as close as possible to the economic result of the invalid provision. Should any provision of these General Terms and Conditions or of the contracts deviate from mandatory provisions or should the latter have been disregarded, the said provisions shall apply with the content of the provisions that is most advantageous to Brandnamic.

During the contractual relationship, the Customer is obliged to inform Brandnamic immediately in writing of any changes to their data, in particular their name, delivery address, e-mail address, and telephone number. If the Customer fails to notify Brandnamic of changes to their contact details, legally significant declarations by Brandnamic shall still be deemed to have been received by the Customer even if they have not actually been received by the Customer, provided that these declarations were sent to the last address or e-mail address provided by the Customer.

(Version dated 1 October 2025)