

Service Order PingUp

Art. 1 - PREAMBLE

1.1 This Service Order (hereinafter, 'SO') is an integral and substantive part of the General Terms Conditions of Register S.p.A. (hereinafter, 'GTC'), available at the following link: <https://www.register.it/company/legal/condizioni-generali.html>.

1.2 The GTC and this SO establish the terms and conditions for the supply of the web communication platform, developed and managed by Etinet S.r.l., 'PingUp' (hereinafter, 'Service') by Register S.p.A. (hereinafter, 'Register') to the customer. The commercial offer, published online at <https://www.register.it/> or brought to the customer's attention through commercial channels and accepted by the customer (hereinafter, 'Offer'), forms an integral part of this agreement. Capitalised terms used in this SO shall have the same meaning as defined in the GTC.

1.3 Notwithstanding the above, the customer acknowledges that the Service is provided by Register S.p.A. through the supplier Etinet S.r.l., with registered office at Via San Carello no. 2, Savigliano (CN), 12038, Tax Code and VAT no. 03203840040 (hereinafter, 'Supplier'). Therefore, by signing this agreement, the customer not only accepts Register S.p.A.'s GTC and this SO, but also declares that he has read and fully accepts the Supplier's contractual terms and conditions published on the web page <https://etinet.it/condizioni-di-vendita/>, as well as the additional documentation relating to the Service, which is to be understood as fully reproduced herein and constitutes an integral and substantive part of this agreement.

1.4 In accordance with the terms and conditions of the Supplier, the customer acknowledges that, for the purposes of the performance of the Service involving the processing of personal data on behalf of the customer, the Supplier acts in the role of data controller, pursuant to the applicable data protection legislation. In this regard, and notwithstanding Article 16 (2) and (3) of the GTC of Register, the customer declares that it has read and accepts the "[Personal Data Processing Agreement - PingUp Service](#)", which can be found on the website <https://pingup.ai/>, and which includes all the information concerning the manner in which the Supplier performs the personal data processing activities on behalf of the customer, and the obligations and responsibilities that the Supplier and the customer respectively assume to enable the Service to be provided.

1.5 The customer declares that he will fully indemnify and hold Register harmless from any and all prejudicial consequences, damages, actions, claims of any nature whatsoever, including those arising from third parties, resulting from the customer's own actions or omissions in breach of the contractual conditions referred to in this Article.

1.6 As an exception to the provisions of the above-mentioned contractual terms and conditions of the Supplier, any dispute in any way connected with this contract, including those pertaining to its validity, effectiveness, interpretation, execution and termination, its amending and executory acts, shall be submitted, exclusively, to the jurisdiction of the Court of Florence.

Art. 2 - DESCRIPTION OF THE SERVICE

2.1 The customer acknowledges that the Service is provided 'as is' without warranty of any kind.

Register, as a mere reseller, therefore disclaims any responsibility for the proper functioning of the same.

2.2 PingUp is an Official Business Partner of Meta. The platform offers a scalable solution for integrating the WhatsApp service into business communications, with solutions suitable for both small to medium-sized businesses and large enterprises. The higher plans include advanced features for automation and integration to third party systems, while the free plan allows you to use the Service with basic functionality, as described in Article 3 below.

2.3 The Service enables customers to, by way of example but not limited to:

- respond to information requests from end users, either automatically or manually;
- create/edit/manage requests for appointments, bookings, orders, assistance;
- create/edit the address book records of end users who have communicated with the company;
- monitor statistics relating to communications and activities carried out
- tag conversations;
- assign user requests to internal or external agents (e.g., in the case of associations, orders or franchises);
- use the tags feature to automatically route end-user requests directly to specific agents (e.g.: #agent1, #agent2...);
- manage the one-way sending of Template messages to the consented target for information purposes.

2.4 The Service is provided on the basis of four different plans, with the following features:

- (i) ENTRY: as an exception to the provisions of the general terms and conditions of the Supplier, the Service is offered free of charge for the first 6 (six) months, then - in the event of renewal by the customer - the rates indicated in the commercial offer shall apply. The Entry plan does not include advanced automations and integrations and there is no assistance service for activation and training on the use of the platform.
- (ii) STARTUP: the Service includes activation through an operator and training.
- (iii) BUSINESS: the Service, in addition to the functionalities offered in numbers 1 and 2, offers more advanced functionalities such as basic automations, integrations with CRM and analysis tools.
- (iv) ENTERPRISE: the price is indicated on request, based on the customer's needs. The Service includes all the advanced functionalities of the platform, with the possibility of tailor-made customization. Priority support is offered over other requests and dedicated advice to optimize communications on WhatsApp.

2.5 The Start-up, Business and Enterprise packages are purchasable through the sales channel, and each pricing plan allows the customer to request the provision of additional ancillary services, the price of which will be proposed to the customer immediately after receipt of the customer's request.

2.6 The Service requires the activation by the customer of a business instant messaging service among those indicated in the commercial offer (e.g. API WhatsApp Business) through the technological partner provider qualified for the specific service chosen. The activation of the instant messaging service will be based on the subscription of the terms and conditions of use of the service provider and the provider, which will be made available to the customer at the time of activation of the chosen messaging service. In the case of activation of the WhatsApp Business API service, the terms of use are available at <https://www.whatsapp.com/legal/business-terms/> which the customer is invited to read before proceeding to its activation. If there are no other communication channels available that can be integrated into the Service, failure to activate the instant messaging service

means that the Service cannot be provided.

Art. 3 - TRANSACTION

3.1 The Service and the plans described in Article 2 above do not include costs related to traffic generated by the customer on the platform.

3.2 If a customer contacts the company, a service conversation shall be initiated, during which the company may respond free of charge within a 24-hour window. If, on the other hand, it is the company that contacts the customer first or reactivates a conversation, a pre-approved communication from Meta (Template) shall be used. In this case, each mailing has a variable cost depending on the type of message, which may be Marketing or Utility, according to Meta's classification.

3.3 The direct cost of the traffic is billed by Meta and charged to the company via the credit card registered by the company, during service activation, in the WhatsApp Account section of Meta's Business Suite. In addition, for each message sent, the company will incur an additional cost, billed by Register to the customer.

3.4 In addition to the standard plans, the PingUp offer includes sending packages of different denominations (e.g. from 1,000 items to 10,000 items). Packages of items may be purchased by credit card or bank transfer and the quantity of items must be consumed no later than the expiry date of the contract. The exhaustion of the prepaid credit shall determine the impossibility for the customer to initiate new conversations, without prejudice to the possibility of continuing those already initiated, it being understood as of now that, should the customer cancel the Service before the credit has been exhausted, the customer shall not be able to use the unused messaging and the residual credit shall not be refunded.

Art. 4 - FURTHER OBLIGATIONS AND LIABILITIES OF THE PARTIES

4.1. Register undertakes to provide the Service in compliance with the provisions set forth in this Service Order and in the documents referred to herein, assuming no liability beyond what is expressly established therein.

4.2 Within the limits imposed by or arising from mandatory law, Register shall not be liable to the Customer or any third party for any damage or harm suffered by the customer or any third party (including, without limitation, any consequential damage or loss of profits, loss of business, or diminution of value and/or similar losses, or loss of assets/value, or loss of domain names, or loss of contracts, or loss of use, or loss or compromise of data and information, or damage to hardware, software or databases, or any kind of special, indirect or consequential damage or economic loss) that are dependent on or related to the provision of the Services or the performance of this Contract, except in cases of wilful misconduct or gross negligence directly attributable to Register. Except in cases of wilful misconduct or gross negligence on the part of Register and/or its employees and/or its suppliers/subcontractors causing damage to people and/or property, the contractual liability of Register shall in any case be limited to foreseeable damage directly caused by Register and arising from breaches of this Agreement or from negligence and shall in no way exceed the fee paid by the customer in the last 12 (twelve) months for the Services affected by the harmful event. Furthermore, where Register's act or omission has caused more than one occurrence to the detriment of the customer within the meaning of this provision, all occurrences caused by a single act and/or omission of Register shall be considered as a single occurrence.

4.3. Without prejudice to the provisions of Articles 4.2 above, under no circumstances may Register be held liable for the failure of the messaging service provider and/or the technology provider to comply with their terms and conditions of use accepted by the customer. The customer may not in any way raise exceptions or make claims, requests or demands against Register relating to his/her relationship with the technology provider and the instant messaging service provider. Interruption of the instant messaging service, activated by the customer at the time the Service was subscribed to, for whatever reason, will entail provision of the Service by other means among those that may be made available by Register.

4.4 PingUp is realised with a responsive interface, it being understood that Register assumes no liability in the event of limited display of the SaaS application on vertically oriented devices (e.g. smartphones).

4.5 Register undertakes to develop the PingUp application following the characteristics and information provided by the customer. Register will communicate the access credentials and usage guidelines to the customer. Once in possession of the credentials, the customer will be able to configure all the envisaged functions, including activating labels, schedules, Tags, setting the rules for addressing user requests to the various authorised Agents, maintaining the administrator functions according to the Service's own specifications. Any future changes in the operating rules or limitations as to the contents, forms, layout and functionality of the Service made during the term of the contract shall be promptly notified to the customer.

Art. 5 - DURATION, TERMINATION AND WITHDRAWAL

5.1 The Service related to the Entry tariff plan has an initial duration of (6) six months, starting from the date of activation, at the end of which it shall be automatically renewed for a further period of 12 (twelve) months at the renewal price. With reference to the other plans, the Service has a duration of 12 (twelve) months starting from the date of activation and will be automatically renewed from year to year unless cancellation is exercised by notice to be sent by Pec to the address dadaspa@dadapec.com or by registered letter with return receipt before the expiration of the annual term. Register, 60 (sixty) days before renewal, undertakes to send the customer a notice informing him/her of the proximity of automatic renewal and the possibility of terminating the Service under the terms and conditions set forth in this Article.

5.2 In the event of termination of the Service, the customer may request the export of only the data in the Address Book of the application itself. This operation shall be subject to the payment of a fee in accordance with a specific offer.

5.3 Without prejudice to the provisions of Article 5.1 above, the exercise of the termination of the Service shall entail the automatic termination of the customer's relationship also with the technological provider providing the Instant Messaging service integrated into PingUp and interruption of the relevant Service.

5.4. It is understood that any early termination of the agreement with respect to its natural expiration date (annual or multi-year, depending on the duration selected by the Customer at the time of purchase), by the customer for reasons not attributable to Register, shall not entitle the customer to reimbursement, compensation or indemnity in favour of the customer for the period during which he/she did not use the services.

5.5. The customer acknowledges and accepts that Register may in any event and at any time withdraw from this agreement by giving written notice to the customer at the e-mail address provided by the latter at the time of registration, with at least 30 (thirty) days' notice, without prejudice to the pro-rata reimbursement of the consideration paid in advance by the customer in proportion to the contractual period not enjoyed due to Register's early withdrawal.