

STREET MAIL EU platform license and services agreement

This PLATFORM LICENSE AND SERVICES AGREEMENT (this "Agreement") is made effective as of the date first written below (the "Effective Date"), by and between Open Street aisbl, a Belgian Association, ("Supplier"), Enterprise Code BE0508593467, seated in Rue Antoine Gautier 110, 1040 Bruxelles - Belgium, and the undersigned User Member ("User"). Open Street aisbl and Member may be referred to individually as a "Party" and collectively as the "Parties".

PREAMBLES:

WHEREAS, Open Street aisbl is an international association that aims to promote cooperation in the field of street arts in Europe;

WHEREAS, Open Street aisbl has developed and designed a digital platform (the "STREET MAIL EU Platform") to store and manage data and provide digital messaging and online marketing campaign management services (the " Service");

WHEREAS, The Platform is a web tool for Members of Open Street aisbl only, who wish to utilize the STREET MAIL EU Services in connection with own artistic and cultural activities;

WHEREAS, in furtherance of the objectives set forth above, the parties hereto desire to enter into this Agreement;

Use License Agreement

The preambles and the attachments (external link) to the Agreement, in particular the Terms of Use (available at www.open-street.eu/documents/terms.pdf), form an integral and essential part of this Agreement.

Section 1 – Certain definition

In connection with this Agreement, the meanings to be attributed to the terms and common expressions are here below indicated:

1.1 Activation date: the date shall be communicated by the Supplier to the User upon activation of the console as a result of online order, via internet.

Agreement: it means this document, integrated by the Terms of Service Use, available at the link shown above;

Intellectual Property Rights: it means all inventions, discoveries, trademarks, patents, trade names, copyrights, moral rights, jingles, know-how, intellectual property, software, shop rights, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, including without limitation (a) rights under any royalty or licensing agreements, and (b) programming and programming rights, whether on film, tape or any other medium which a Party owns or for which has a right to use.

1.2. "Person" means any natural person, legal entity, or other organized group of persons or entities. (All pronouns whether personal or impersonal, which refer to Person include natural persons and other Persons.)

Section 2: Conditions of platform use

2.1 - License for Use of the Platform.

The Supplier, in accordance with terms and conditions of this Agreement, is committed to provide

the User a limited license, for non-exclusive usage of STREET MAIL EU Platform, which enables directly the User to send communications by e-mail and use of analysis capabilities related to them, through a SAAS application (Software - AS - A - Service) available in Internet. The User is aware and accepts that the STREET MAIL EU Platform is a tool for members of Open Street aisbl, with the result that the present Contract is not subject to the discipline of consumer contracts. Through a Free Trial version of system, available on Open Street Association website, everybody can test the functionality offered by STREET MAIL EU. Regarding the use of STREET MAIL EU platform, Users undertake to follow the instructions set out by the Supplier on the basis of indications in any way arising from laws, regulations, provisions of authorities or self-regulatory codes in force in the countries of source and destination of messages, or in the process of transposition which the STREET MAIL EU Service intends to follow. It is understood that the processing of data in connection with the use of the platform will evolve in accordance with applicable rules, being provided that the User assumes the role of owner of the data processing stored on the system by itself, and the Supplier, making use of its own organization for this purpose, assumes the role of Manager of Data Treatment as best stated in paragraph 2.3 below. Because of the nature and functionality of the STREET MAIL EU Platform, the Parties shall give note that, in accordance with and to the extent provided in this Agreement, the User will manage directly and in autonomy the computer tools made available by the Supplier, and the same User, under sole own responsibility, will prepare the messages sent through the platform and manage, as data controller, the data of messages recipients.

2.2 - Access of USER to the platform.

The User will have access to the STREET MAIL EU Platform through a registered area called "Console", using authorization and authentication credentials, assigned by the supplier, which must be stored and used under his sole responsibility. Access to the Console and use of the Platform must be in accordance of what defined in this Agreement and in Terms of Use, available at the link shown above. In particular, the User agrees to keep the access alphanumeric code, called "Username" and "password", in strict confidence and therefore cares even the custody of them: the User will be the sole responsible for any damage arising from the possible use of login and password by unauthorized third parties. The User anyway agrees to immediately notify the Supplier of any theft, misplacement, loss or misappropriation by unauthorized third parties of own access credentials.

2.3 - Ownership of sending lists, messages and obligations of the Parties.

The contents of messages sent by the User, as well as the recipient lists of same messages (except for the sending lists owned by the Supplier) are exclusive property of User. The Supplier agrees not to make any use of them, expected those necessary for the performance of the Contract. In particular, the Supplier shall not assign or make available User's lists to third parties neither partially nor totally, neither temporarily nor permanently; it shall not use them in any way, except for statistical purposes and for improvement of the Platform; it shall not keep copies, except those essential to the operation of the platform and in accordance with the current legislation. The Supplier will manage the data necessary to send messages to User's recipients only as external responsible of data treatment. For this purpose the User, through this agreement, designates the Supplier, in possess of the necessary technical capacity, to fulfil this role, as responsible of data treatment and exclusively in relation to the management of User's sending lists, thus excluding the Supplier's responsibility regarding their content and their use by the User itself. It is understood that, in order to enable the supplier to carry out the instrumental activities allowing the use of STREET MAIL EU Platform by User, the Supplier may avail his own organizational structure normally used in carrying out the processing operations. In this regard, it should be noted that the responsible may use internal and external persons charged of treatment, also in relation to data that the Supplier treats on behalf of third parties.

In this data processing activities, the Supplier agrees to comply with the following instructions

received by User as owner:

1. To use, wherever possible, computerized tools and / or computers allocated in the European territory, adopting logic strictly related to the performance objectives that the Supplier is obliged to give to User, in full compliance with the existing provisions, also including ones concerned to data security;
2. To avail the necessary minimum security measures in line with the provisions of the Privacy Code in force;
3. To observe the general safety measures prescribed by legislation above;
4. To take use, if necessary for the purposes of this Agreement, of persons who will act as managers or agents of treatment and will then be required to use the data exclusively for the purposes of this Agreement, thus avoiding any further treatment if not expressly indicated by User in his role of owner.

The designation of the Supplier as responsible of data treatment is ruled by the following criteria which the responsible undertakes to follow:

1. The Supplier guarantees to treat the personal information of User exclusively to match its contractual obligations under this Agreement. In particular, the Supplier guarantees not to spread or communicate such data, and not to make them available to third parties, directly or indirectly, except for cases in which this it is necessary to comply with legal obligations or obligations under the Contract.
2. The Supplier undertakes to provide the User all information and cooperation necessary in order to fulfil legal obligations regarding the treatment of personal data and basic security measures for the conservation of the same.
3. The Supplier guarantees that the personal data and the treatment for which it is responsible will be protected in compliance with legal obligations. In particular, the supplier guarantees that the personal data to be processed are stored and controlled, even in relation to knowledge based on technical progress, to the nature of the data and to the specific characteristics of the treatment, so as to minimize, through the adoption of suitable and preventative security measures, the risk of destruction or loss of data, even accidental, the unauthorized access or any not allowed treatment or not in accordance with the purposes of data gathering. In addition, the Supplier certifies the compliance of own organization and own information systems to the provisions of the aforementioned technical regulations.
4. The Supplier shall process the treatment by following the instructions received by the User who, also through regular checks beforehand agreed with the responsible, will be able to supervise over compliance with legal and contractual provisions. In this sense, the Supplier will provide its staff, in writing, all the instructions and procedures necessary for the respect of the law and of the Contract.
5. The designation of the Supplier as responsible has a duration equal to the duration of this Agreement and shall be deemed withdrawn on the dissolution of the Contract, for any cause that has to happen.
6. Upon the dissolution of the contract, the personal data of User and copies thereof will be permanently deleted from the information system of STREET MAIL EU (including any paper files), with exception of legal obligations, as provided for in art. 2.7 of this Agreement.

The STREET MAIL EU service foresees the sharing between members of the contacts mailing list owned by the International Association Open Street aisbl. The mailing list is attributable to recipients from which the association has obtained, in many years of activity, the consent to sending of messages relating to institutional activities carried out. The Users of STREET MAIL EU, likewise, will have access to these lists exclusively for institutional purposes specified in the Statute of Open Street aisbl, and when necessary Users have to apply a new and direct consent to send communications to these recipients. Any use of these addresses for purposes other than those provided by the Open Street statute, is absolutely prohibited.

2.4 - Consent of the message recipients.

The User expressly declares to be aware that the essential prerequisite for using the STREET MAIL EU Platform is to obtain consent to the receipt of the same by the recipients. The consent will necessarily satisfy the conditions required by law in the countries in which the User operates, and it must be preventive, expressed, free, informed and referred to specific treatments. This is an essential obligation borne by the User. In case of non-compliance, even for one time only, the Supplier reserves the right to terminate the Contract pursuant to art. 8.7 of this Agreement.

The User declares to be aware that it is expressly forbidden:

1. the use and / or purchase and / or rental of recipients lists from external suppliers, even in cases where consent has been collected from third parties. It is also forbidden to send to recipients retrieved from public records or published on the internet;
2. the use of features such as SMTP +, Fast Email, Instant SMTP, Web Service / API to send bulk messages with commercial / marketing / promotional contents provided by third parties, or DEM, EDM, direct emailing, direct email marketing;
3. to send materials included into one of following cases: (A) any material considered obscene or concerned to paedophilia; (B) any offensive material or having purposes contrary to morality; (C) any material having purposes contrary to public order; (D) any material considered dangerous to rights of third parties; (E) any material protected by copyright (eg. books and / or publications or parts of them or whatever); (F) any material illegally held (eg. pirate Software, non-authorized copies, etc.); (G) information or databases in contrast with the current regulations of the country of reception and / or origin of messages or in any case contrary to the Belgian legislation; (H) any material that incites violence or hatred; (I) any material that sells and promotes services or goods that are illegal in the country of reception and / or origin of messages or in any case contrary to the Belgian legislation; (J) any material introducing viruses, trojans or other malicious and illegal software; (K) any material considered "doubtful" at the discretion of the Supplier.

In all these cases the Supplier reserves the right to immediately block, even definitely, the access to and use of the Platform and declare the rescission of the Contract due to law infringement in accordance with art. 8.7 of this Agreement. In addition, the User expressly undertakes to use the Platform in accordance with regulations on enforcement against spam and consent to the processing of personal data in force in the countries in which it operates. The User also declares to be aware, and to accept, that the consent must be periodically updated. The User undertakes to observe the provisions regarding unsolicited mailing and unwanted by the recipients (in other words "spam" sending) under "Spam and limitations" item of the "Terms of Use" document and relevant link www.open-street.eu/documents/terms.pdf

The Supplier, at any time and even preventively, may suspend the mailings through the STREET MAIL EU Platform and request User to provide documents proving the existence and adequacy of consent of receipt given by recipients on the terms above mentioned. The User will have ten (10) calendar days from the date of receipt of the notice sent by the abuse prevention service, to provide what requested. In case the User refuses to provide the required documentation in the terms mentioned above, or the same results to be absent, unsuitable or incomplete for any cause or reason, the supplier reserves the unquestionable right to permanently block the access to Console and to declare the termination of the Contract for failure to fulfil obligations pursuant to art. 8.7 of this Agreement. In this case, the Supplier shall not be liable in any way, nor will be required to pay any reimbursement and/or compensation for unused service; in that case the Supplier will be entitled to charge the User the equivalent of three times the amount paid for the service, as a penalty, except for the right to compensation for any further damage of any kind directly or indirectly arising from the use of addresses without the requirements prescribed by current legislation and by this Agreement. The User agrees to insert, in every message sent through the platform STREET MAIL EU, a link allowing the recipient to dispose of all necessary information in order to freely unsubscribe by sending lists owned by User, so not to receive further emails. The unsubscribe link

will be clearly recognizable and readable. The cancellation will be automatic and will not require a password or an email sending. The User also declares to be aware and to accept that obtaining consent of message recipients is an own burden. In gathering such consensus, the User will have to inform recipients that the mailing has the support provided by the International Open Street aisbl to which it belongs as Member. Also, it is exclusive burden of User to inform recipients, before using the STREET MAIL EU Platform, that, in relation to email communications, statistical tracking systems able to detect the reading of a message, as well as date and clicks made on links (hyperlinks contained in the email) may be used. Recipients will also be informed about the policy adopted for the processing of data, reported in the consultation document through following URL: http://lnx.open-street.eu/lists/admin/privacy_policy.html.

Consequently the Supplier will be fully indemnified and unharmed from any liability resulting from the manner adopted by User for data entry in the database made available for the use of STREET MAIL EU Platform, as well as the mode of acquisition of consent for the use of such instruments. In order to ensure a high quality of messages and to provide the User every tool to prevent sending of unwanted messages, the Supplier will automatically exclude from the list of recipients included in the platform any not existing and / or incorrect email address, as well as recipients who expressed their desire not to receive communications from User and other recipients to which any contact action does not comply with the SPAM prevention criteria and is potentially detrimental to Supplier's reputation.

2.5 - Sender information.

In every email to be sent, the User agrees to insert a clearly visible "sender information" section, in the text or as a direct link. This section must contain: artistic name (or name) and residential address of the sender if an individual. In case of companies, bodies or associations, besides the institutional denomination and address of the legal seat, also the legal form must be added. The contact information must have at least a valid phone number and/or an email address.

2.6 - Extra features and interoperability.

The STREET EMAIL EU Platform provides the User of features, tools and applications for integration with third-parties software, Open Source (php list) included, in order to ease and better perform the Service. The User is the only responsible for the use of interoperability capabilities and undertakes to use them with appropriate instruments and in compliance with the contents of this Agreement. The use, through STREET MAIL EU Platform, of functionalities provided by third parties will be subject to acceptance of agreement conditions of such third parties.

2.7 - Cancellations of User's data.

After 10 (ten) days from the date of expiry or dissolution of the Contract for any reason, the Supplier shall have the right to delete data stored in the Platform on behalf of User. Notwithstanding this right of cancellation, longer data retention may also be dictated by needs other than those specified in this Agreement, in particular in case of investigation by Security Forces or Bodies responsible for audit purposes. In case of suspension of access to Console due to administrative irregularities (See art. 4.2) the User will not have access to the Console before the solution of the causes of block.

2.8 - Customer Support.

On ancillary and instrumental basis for use of STREET MAIL EU Platform, the Supplier undertakes to provide the User the technical assistance for reports related to the proper functioning of the Platform in accordance with the provisions in Section 5 "Guarantee of the minimum level of functionality".

Section 3. Property and Trademarks; Third licensee.

3.1 - Property of STREET EMAIL EU Platform.

Open Street aisbl is the only exclusive owner of all rights and interests of the STREET MAIL EU Platform and of any intellectual property connected to it, including the developments arising from them. The website www.open-street.eu, the Platform STREET MAIL EU and the information contained therein, with the sole exception of those mentioned in Article 2.3, are owned by Open Street aisbl. Not unauthorized copying and dissemination are in violation of Intellectual Property Rights.

3.2 - Label and logo "Powered by STREET EMAIL EU".

The User recognizes and, unless otherwise agreed between the Parties, agrees that in each message sent by User the Supplier may insert a mark and / or logo concerning the Platform STREET MAIL EU, bearing a link to one of its sites .

3.3 - Use in sub license. Any concession in sub-license mode of functionalities given to User is forbidden. If the Supplier ascertains a sub-licensed use of services granted to User to any other person or entity, the Supplier shall have the right to declare the resolution of the Contract due to law infringement, in accordance with art. 8.7 of this Agreement.

Section 4. Economic Terms and contract duration.

4.1 - Start, duration and termination of the Contract.

The agreement is open-ended, the offer is related to the number of mailing sessions chosen by the User (2, 4, 6, 12, 24 sessions). A sending session includes the dispatch of an email to a part or to all of sending lists that the user has set up on the platform. The beginning of the relationship begins from the date of activation, or reconfirmation, of the Console. The extinction of the contractual relationship is sent by User in written notice by registered mail at the international seat of the Supplier or, implicitly, after 12 months of non-purchase of new sessions by the User. Upon the termination of the contract, the Supplier will be entitled to delete on the system all data related to User, his personal data, or content of the messages it processed.

4.2 - Purchase, invoicing and payments.

For the provision and utilization of STREET MAIL EU Platform, as well as for the provision and performance of ancillary and instrumental tools under this Agreement, the User is bound to anticipate a tariff in time, manner and amount specified in the online order form (www.open-street.eu/streetmailorder.asp). Exception is provided by here following Articles. 7.1 and 7.2 . Payment can be made by bank transfer, PayPal or credit card, under reserve. By using the last send session purchased, the contract between the Supplier and the User is not yet considered terminated, but the Supplier, however, is free to block the User access to Console in case User has not purchased additional mailing sessions. The Supplier reserves the right to make changes to the tariff table applied to various quantities of sessions, either by increasing or by decreasing rates. In order to promote a fair and equal use of the service in all European Union countries, as well as non-European artistic and cultural activities, the proposed rates will always be directly proportional to the standard of the purchasing power of country of residence of User, with very significant differences between countries.

4.3 Console area.

The use of the console area connected to service is strictly limited to purposes related to the sending of newsletters and other types of messages, therefore the console area is available exclusively for upload of files related to this function. The User expressly accepts this principle and therefore will not use it for different purposes. The uploaded images and / or documents will be called up only from sent messages or from the web version of same messages. The available space is free and unlimited. In any case the uploaded single files (images, documents, etc.), both if attached directly or called up from links inserted within the communication sent by platform, must have no more

than 250 Kb each (two hundred fifty kilobytes). Beyond that limit, the Supplier, at its sole discretion, may slow down or restrict access to the files, or delete the file from platform without any prior notice to the User. The User is aware that images and other attachments uploaded to the server hosting the platform and to ready to be sent, will be viewable and usable by Supplier and all members of OPEN STREET aisbl using the service. If those files are found not be related to communications sent through the STREET MAIL EU Platform, or they result to be heavier than the maximum allowed or otherwise fell within one of the cases listed in Article 2.4, iv, letter (a) to (k), the Supplier may proceed with the cancellation of the same without any prior notice to the User.

Section 5. Guarantees of a minimum level of functionality

5.1 - Availability of STREET MAIL EU Platform.

With this Agreement, the Supplier commits to make available the STREET MAIL EU Platform, without time limitations, except when maintenance and conditions of the Server hosting the platform require a temporary suspension of the service. The Parties acknowledge that in any case the unavailability of Platform cannot be attributed to the Supplier due to facts and circumstances related to User or to persons for whose behaviour the User is obliged to respond, such as, but not limited to, the availability of suitable web net at User's side, problems involving hardware, software, internal network of User's structure. From the definition of the minimum guaranteed level of functionality are excluded routine activities of maintenance, which are communicated to User of at least one (1) calendar day in advance, and extraordinary maintenance activities, which are communicated to User with advance notice also less than 2 (two) hours. During weekends and public holidays, as well as evening hours of working days, occasional interruptions of the service required because of the maintenance of the program may determine a temporary lowering of the minimum guaranteed level of functionality, with respect to which, therefore, any liability to Supplier must be excluded.

5.2 -Assistance customers.

In an accessory mode, in order to ensure the proper use and full functionality of STREET MAIL EU Platform, the Supplier commits to provide technical assistance for reports related to the proper functioning of the Platform from Monday to Friday in office hours (10:00 am to 05:00 pm, Bruxelles time), except holidays, exclusively via Email info@open-street.eu address, taking charge of the problem within 8 working hours and treatment within 24 working hours from email receipt. This does not include advisory services about messages composition, about HTML code, about setting and quality of communication or about issues concerning deliverability of messages. The response times are guaranteed from the moment when all information suitable for the exact identification of the problem have been provided to technical support.

5.3 - List of authorized contacts to get support.

The technical assistance via Email, referred to in paragraph 5.2, will be given by the supplier exclusively to the contact (Email address) from which the message has been forwarded, provided that it corresponds to one of the email contacts previously entered by the USER in the list of Administrative Contacts selected for receipt of such information in the relevant section of the STREET MAIL EU Platform. The constant updated of the list will be at exclusive responsibility of the User. The Supplier shall in no event be liable for technical assistance provided as a result of missed / delayed update or incorrect or careless compilation of User's list of contacts enabled to receive assistance.

Section 6. Declarations, grants, responsibilities and limitations.

6.1 - Guarantee of correctness of User's information.

The User declares and assures that: (i) all information provided to the Supplier are complete, correct and updated, including data inserted into Module "Your Profile" of registered area (which drives to the site of the order form) of website hosting the platform: www.open-street.eu;

(ii) it has the power to authorize, as well as to authorize the Supplier to exert, all the rights necessary for ensuring implementation of this Agreement. Nothing in this Article is to limit or exclude any liability of Parties for wilful misconduct or gross negligence, notwithstanding the exceptions provided for in this Agreement. All correspondences between the User and the Supplier, including own employees, can be recorded and archived. The Supplier reserves the right to publish or forward to third parties (such as ISP or DNSBL) any communication or correspondence between the User and the Supplier. On this matter the User, through the signing of this Agreement, gives ample release in favour of the Supplier.

6.2 - Responsibility of the published information.

In view of the nature and characteristics of the STREET MAIL EU Platform and its functioning, the User, also as responsible for own employees or collaborators, undertakes to hold the Supplier fully harmless in the case the latter is required or held, directly or jointly, either in or out context of legal proceedings, to pay amounts, by way of not exhaustive example, such as damages, compensation, penalties (criminal, administrative, fiscal ones or others) in relation to the content of communications and the information sent or otherwise transmitted via the STREET MAIL EU Platform, the legitimacy of same, as well as the conduct of User's, personnel, employees, associates of the latter, or otherwise of any person for whose actions the User is obliged to respond as per terms of law or contract. The civil and criminal liability in relation to the information published through the service offered by the Supplier remains at sole responsibility of User.

6.3 - Liability for breaches of User.

The User is bound to hold fully harmless the Supplier from all damages, losses, liabilities, costs, charges and expenses, including legal fees, that may be suffered or incurred by the Supplier, or for which it was the subject of payment request, and that would not have been sustained, occurred or required if (i) the User had fulfilled obligations undertaken with the signing of this Agreement and (ii) the representations and warranties given by the User with signing this Agreement had been true, correct, complete and not misleading. The User also promises to keep the Supplier fully harmless from all damages, losses, liabilities, costs, charges and expenses, including any legal costs which may be suffered or incurred by the Supplier or which it was the subject of the request for payment, connected anyway to information contained in messages of the User, even in cases of damages claimed by third parties at any capacity.

6.4 - Responsibility for use of the platform.

The User acknowledges and recognizes that the use of STREET MAIL EU Platform will take place, in compliance with this Agreement, in full autonomy and that, consequently, the User will be solely and directly responsible. The User agrees to communicate and to request to its employees and collaborators, and to all those who will in any way have access to STREET MAIL EU Platform under the existing relationship with the User, to subscribe the commitment to observe the obligations arising from this Agreement, ensuring that in any case that they are made aware, and committed, to do everything possible to ensure that these obligations are punctually observed. The Supplier, its employees and / or collaborators do not assume any responsibility for the use of STREET MAIL EU Platform by the User, and to this purpose the User irrevocably undertakes, expressly dispensing thirds beneficiaries by the charge to declare of wanting to profit, to fully hold harmless the Supplier and its employees and contractors from any damage or injury, both in agreement and extra-agreement course, which might directly or indirectly arise by the method of use of STREET MAIL EU Platform and performance of this Agreement by the User. These provisions remain valid and effective even after the termination of this Agreement, for any intervened reason, thus including expiration, termination or cancellation thereof.

6.5 - Failure to due to external events.

The Supplier will not be in any way held responsible for the failure of the STREET MAIL EU

Platform or the impossibility or difficulty of performing the ancillary services resulting from liability of providers of telephone lines, electrical and global or national computer networks, web hosts, due to, as a not exhaustive example, failures, overloads, outages, etc..

6.6 - Force majeure events.

The Supplier shall not be held in any way liable for non-implementation of this Agreement arising from causes outside own sphere of reasonable control, as well as force majeure or unforeseeable circumstances, such as, but not limited to, civil uprisings, acts of terrorism and wars, strikes, riots, tornadoes, hurricanes, floods, fires, landslides and mudslides.

6.7 - Breaks due to exceptional events.

The Supplier agrees to maintain the efficiency and functionality of STREET MAIL EU Platform; in case Supplier is forced to stop using due to exceptional events or maintenance, it will limit as much as possible such interruptions or suspensions, providing prompt updates on the User Console. The Supplier shall define the appropriate procedures for access and reserves the right to ameliorate them at any time; it will also provide the User, upon request of the same, all the technical specifications to access the STREET MAIL EU Platform and make it correct use in accordance with this Agreement.

6.8 - Non-performance caused by third parties.

The Supplier shall not be liable for acts or omissions of third parties which affect the functioning of the STREET MAIL EU Platform, including, but not limited to, the slow speed or failure of telephone lines and computer networks hosting the platform or driving the telematics between the User and the Platform.

6.9 - Third Party Services.

Following conditions will be applied in case the User uses some features of STREET MAIL EU Platform made available by third parties: the Supplier allows access to the features, provided that they are subject to terms, conditions and limitations imposed by relevant suppliers, and that in no case the Supplier shall be liable for failure or incorrect operation of the same. If third parties will change, suspend or interrupt the availability of these features, the Supplier may consequentially change, suspend or terminate the access to these features without notice. Additionally, the Supplier shall be authorized to suspend the use of STREET MAIL EU Platform which is directly dependent on services provided by these third parties. In any case the Supplier is entitled, if necessary, to use other suppliers in order to ensure the functionality of the platform. In this regard, The User authorizes the Supplier to provide these third parties all the necessary information.

6.10 - Sending messages.

The messages are considered delivered when they are sent from the STREET MAIL EU Platform to the destinations programmed in the Console, including SMTP servers. The User acknowledges and accepts that the third party suppliers may terminate without notice the features provided to the Supplier or to the Supplier's suppliers. In this case the messages will not be delivered to destinations, being this in no way attributable to the Supplier. The User acknowledges that, due to the intrinsic technological characteristics, sending communications is not be used when the total and / or within a certain time failure to receive a message is likely to produce loss to User or to third parties. The Supplier does not guarantee the delivery of communications and the constant availability of STREET MAIL EU Platform and, in case of failure and / or delayed delivery is not in any way responsible either directly or indirectly to the User and / or to thirds. The Supplier also reserves the right to exclude from sending some recipients or groups of recipients that can compromise quality of sending, both individually or as a whole (Ex. Spamtrap).

6.11 - Limitation of liability.

Except in cases of wilful misconduct or gross negligence, the Supplier's liability for failure to fulfil obligations under this Agreement shall in no case exceed the 20% of the tariff paid by User for Service purchased in the occasion the damage occurred.

Section 7. Mailing Sessions

7.1 - How to send messages

Under Article. 4.2 above, and subject to the provisions of art. 7.2 below, in order to use the send sessions it is necessary that the User preventively purchases a "charge" expressed in "SESSIONS", in predefined and not separable quantities (2, 4, 6, 12, 24 sessions). Once all sessions are used, User can proceed to further mailings only by purchasing a further group of sessions. The credits purchased, in case of console not used for mailings, as specified in art. 7.2, have a duration of 12 (twelve) months from the date of purchase. After twelve (12) months from the date of purchase, any remaining unused credits will be cancelled and the amount will be permanently retained by the Supplier, without any reimbursement or refund; simultaneously, all data recorded within the unused console, including (without limitation) telephone numbers, mailing statistics, messages and settings, will be erased without any chance of recovery. In the case of Console requiring the payment of a periodic fee for sending email and other associated options and functions, the duration of any unused credit is determined by the duration of the console itself. Therefore the deletion of data in the Console due to expiration, cancellation or termination of the contract intervened for any reason, will result in the simultaneous cancellation, as stipulated art. 2.7, of the residual unused credits, as well as all data related to them.

7.2 - Using Console without sending emails.

The Console that, as previously chosen by Member, is not used for sending email, so used to analyse statistics related to email messages, or composition of same messages, does not provide for any additional costs and is entitled to receive eventual assistance, subject to art. 7.1 above.

Section 8. Ownership of data concerning the use of the platform by Users and conditions of use of the platform.

8.1 - Aggregate data.

As agreed by the Parties, the Supplier retains all rights on use of statistical information, as well as on data and related analysis in aggregate form, deriving from the use of STREET MAIL EU Platform by its Users. Such aggregate data does not include personal data and the User expressly authorizes the Supplier to use same in order to improve the functionality of the Platform, or to publish the statistical information in aggregate form.

8.2 - Advertising.

The User authorizes the Supplier to use own name and logo in presentations, marketing materials, financial reports. Except as provided in the previous articles. 3.1 and 3.2 of this Agreement, the use of logo, name and any other distinctive sign on the STREET MAIL EU Platform by User must be previously requested in writing by it to Supplier and approved, always in writing, by the Supplier itself.

8.3 - Free Trial.

The Supplier makes available to User (members and non-members), a demo section in which the User can check structure and functionality of the platform. In this section it is not possible to send any email.

8.4 - Assignment of Contract.

The Supplier shall have the right to assign or otherwise transfer to third parties the rights and obligations contained in this Agreement; the User, in collecting the consent to the processing of

personal data, will properly communicate such event to its correspondents. The User will have the right to sell and otherwise transfer the rights and obligations under this Agreement, prior written consent of the Supplier. In any case, the Supplier preventively claims not to release the assignor User and to conserve right to take action against it if the transferee does not fulfil own assumptive obligations. In the event that the User fails to comply the obligations provided in this Article. 8.4, the Supplier may rescind the Agreement, at its sole discretion, without having anything to reimburse to User for unused services, in accordance with art. 8.7.

8.5 - Data processing methods of User.

Although it may be necessary, provided that, under the applicable legislation, the wording "Personal data" means any information relating to a natural person only, the User acknowledges that the Supplier will provide the processing of data (including those related to its delegates and agents charged by it in relationships with the Supplier), without the need to acquire an express consent by the User, to the extent that the processing of such data is necessary to give effect to this Agreement, in which is the User is part, and exclusively for the performance of services provided in this Agreement.

8.6 - Validity of changes and / or additions.

The Supplier may unilaterally change the Terms of Use and the Use License Agreement. Each change will be effective from the moment it will be accepted via online by User. The new version of the Terms of Use and / or the end Use License Agreement and the subsequent utilization STREET MAIL EU Platform is intended as acceptance of such changes and / or additions by the User. In the event that the User does not agree the changes and / or additions to the above, the same must notify the Supplier, which reserves the right to terminate the Contract.

8.7 - Termination clause.

In cases of breach of fundamental obligations contained in articles 2.4 - Consent of message recipients, 4.2 - Consideration, invoicing and payments 8.4 - Assignment of the contract, and if the User is placed in liquidation or subject to insolvency proceedings, then this Agreement shall automatically terminate with a simple written notice to be sent also via e-mail. The termination of this Agreement for cases above agreed, will be entitled by the receipt of communication sent to User, in which the Supplier declares its intention to invoke the termination clause. It is in any case without prejudice the right the Supplier to fully withhold payment of the agreed service although not fully used.

8.8 - Validity of contractual terms.

The terms of this Agreement are considered fully implemented and accepted by User even in case of temporary or free use ,or having test purposes, or for any functionality provided by the Supplier for any reason.

8.9 - Tax obligations.

Any tax obligation arising from the execution of the Contract, including taxes for advertising, is under the responsibility of the User.

8.10 - Applicable law and jurisdiction.

This Agreement is governed by and construed in accordance with Belgian law, and the Parties expressly agree that any dispute about validity, effectiveness, interpretation and execution of this Contract shall be subject to the exclusive jurisdiction of the Court of Brussels - Belgium.

8.11. - Final clauses.

This Agreement, of which all attachments indicated are an integral and substantial parts, repeals and replaces any agreement, understanding, negotiation, both written or oral, previously intervened

between the Parties concerning the subject of this Contract. The fact that one Party does not promptly enforce the rights accorded to it by any provision of this Contract, can never be understood as a general and tacit renunciation of the rights and duties established in the clause, nor it prevents that party to subsequently demand the precise and strict compliance with any and all contractual clause. Should one or more clauses of this Agreement declared invalid or unenforceable by a competent court, then the remaining contract will continue to be valid between the parties, unless that the clause may constitute decisive reason in the conclusion of this contract.