



#### **GENERAL TERMS AND CONDITIONS**

These general terms and conditions ("General Terms" or "Agreement") govern the terms and conditions of use under which alab.tech S.R.L., with its registered office in piazzale Biancamano, 2 20121 Milano (MI) VAT number 09797030963 (the "Provider") will provide to the natural or legal person identified as the customer (the "Customer"):

- (i) the right to use, through authenticated access to the infrastructure provided by the Provider, the Internet Application libromastro.io (to which the Customer may access through the URL www.libromastro.io or through dedicated software, hereinafter referred to as the "Application") hosted on the Provider's technical infrastructure (located entirely within the European territory);
- (ii) the management and reporting features suitable for professional use or for a small business http://www.libromastro.io (hereinafter referred to as the "Related Services" and, together with the Application, "libromastro.io"). This Agreement consists of these General Terms and the other documents listed below, which together form an integral and substantial part of this Agreement for all legal purposes.

#### **GENERAL TERMS**

### 1. METHOD OF ENTERING INTO AND PERFECTING THE AGREEMENT

- 1.1 The Agreement between the Provider and the Purchaser is finalized upon the sending by alab.tech of the Registration Confirmation communicated by email to the address indicated by the Customer during the registration phase as better specified in Article 4 of this Agreement. The registration, subject to full acceptance of these General Terms by the Customer, constitutes the perfecting moment of the Agreement and allows the activation of libromastro.io by alab.tech or prelab.tech, its commercial company.
- 1.2 The Customer acknowledges and accepts that they cannot advance any claims for indemnity, compensation or demands of any kind against alab.tech. In any case, the Customer's access to the Application or use of the Related Services constitutes acceptance of all terms and conditions set forth in this Agreement.

### 2. FEES

2.1 The Customer is required to pay the fees for the use of libromastro.io and the Related Services (which the Customer declares to know from now on). The Provider reserves the right to make changes to the Price List, provided that the new price list will be applied after the expiration of the paid services subscribed by the Customer.

# 3. PAYMENTS

- 3.1 The Customer acknowledges and accepts that payment of the fees for the services covered by the Agreement may only be made using one of the methods indicated on the Provider's web page and within the terms specified therein.
- 3.2 In case of non-payment or delayed payment of any amount due under this Agreement, the Provider shall have the right to immediately suspend, without further notice, any performance due under this Agreement until receipt of the due amount.







### 4. REGISTRATION AND ACTIVATION

- 4.1 The Customer registers through the procedure provided on the website www.libromastro.io or through the other channels made available by alab.tech
- 4.2 The Customer will be authenticated to the service either through the communicated email enabled for the service or through their credentials. These credentials consist of a username and a password (Access Keys).
- 4.3 The Customer will receive a confirmation email to the email address through which they registered.
- 4.4 At the first access, if required, the Customer must verify the correct entry of their data.
- 4.5 The Customer undertakes to keep, store, use, and maintain the confidentiality of the Access Keys with the utmost care and diligence, also to prevent unauthorized third parties from using them. The Customer is prohibited from transferring the Access Keys to third parties or allowing access through external authentication systems provided by the Application.
- 4.6 In this regard, the Customer acknowledges and accepts:

That third-party knowledge of the Access Keys (or access through external authentication systems) could allow them to improperly use the Application and the Related Services; that the Provider will not be liable for any damages caused to the Customer and/or third parties by the knowledge or use of the Access Keys (or access through external authentication systems) by third parties, even due to non-compliance with the above prescriptions; that any activity carried out using the Customer's Access Keys (or access through external authentication systems) will be considered as performed by the Customer to whom the Access Keys are associated, and the Customer will be held responsible for such use.

- 4.7 The Customer undertakes to indemnify and hold the Provider harmless from any claim that may be made against the Provider for any reason due to violations of the provisions of this article.
- 5. USE OF THE APPLICATION
- 5.1 The Customer has the option to purchase different types of subscriptions to libromastro.io.
- 5.2 The Customer may use libromastro.io exclusively in the ways expressly indicated in this Agreement and in accordance with the law. In doing so, the Customer must comply with any technical limitations of the Application and the Related Services and the prescribed usage methods. By way of example and not limited to, the Customer may not:

Decode, decompile or disassemble the Application unless such activities are expressly permitted by law provisions and within the limits of such provisions; publish the Application to allow duplication by others; use libromastro.io in contrast with the law.







5.3 The Customer acknowledges that to use libromastro.io, they must have electronic equipment or any other kind, software, telephone and/or network services, and anything else necessary, and therefore, libromastro.io does not include the provision by the Provider of tools necessary for accessing the internet. The Customer also undertakes to keep the Provider harmless from any claim that may be made against the latter for any reason or in any way connected to the inadequacy of hardware systems and/or network and/or software suitable for allowing the proper use of libromastro.io. The Customer acknowledges that the internet network is not controlled by the Provider and that, due to the peculiar structure of the aforementioned network, no public or private entity, including the Provider, can guarantee and monitor the performance and functionality of the network branches and control the contents of the information transmitted through its network. For this reason, no responsibility can be attributed to the Provider for the transmission or receipt of illegal information of any nature and kind.

### **6.MALFUNCTIONS OR FAILURES**

- 6.1 In case of reported failures or malfunctions, the Customer undertakes to provide all specifications and information that may be requested by the Provider.
- 6.2 In the cases referred to in the previous point, where the complaint raised by the Customer is related to problems concerning the Internet network or the Blockchain infrastructure, for which the Provider is not responsible, the Customer cannot assert any claim against the Provider.

# 7. EXECUTION OF LIBROMASTRO.IO

- 7.1 The Customer acknowledges and accepts that libromastro.io is provided "as is" and is characterized by constantly evolving technology; for these reasons, the technical features of libromastro.io and the conditions of the offer may be modified when necessary due to technological developments and supply and/or organizational needs.
- 7.2 The Customer grants authorization from now on so that the Application and the Related Services may be provided in whole or in part through a Blockchain or another DLT (Distributed Ledger Technology) identified by the Provider.

### 8. CUSTOMER IDENTIFICATION

8.1 The Customer is obliged to promptly communicate their personal data to the Provider and guarantees that they are correct, up-to-date, and truthful. The Customer also undertakes to promptly communicate any changes in personal data useful for the correct issuance of sales documents related to the purchase of services. In case of incorrect data, the Customer must notify the Provider within and no later than the thirtieth day from the issuance of the document.







8.2 The Customer acknowledges and accepts that if they have provided the Provider with false, outdated, or incomplete data, the latter reserves the right to suspend access to libromastro.io and/or terminate the Contract under Article 1456 of the Civil Code, retaining the amounts paid by the Customer and reserving the right to claim compensation for the greater damage. In any case, it is understood that all data communicated by the Customer to the Provider will be covered by the confidentiality obligation provided for in this Contract.

#### 9. DATA RETURN

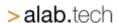
9.1 The libromastro.io service does not hold notarization data but only information related to transactions (email registered for the service, file name, date and time of submission, hash code for each blockchain connected to the libromastro.io service at the time) as well as the data provided for billing purposes. In any case, for any reason of termination of the Contract, the Customer releases, now and in the future, the Provider from any and all liability for the possible loss or total or partial damage of data and/or information and/or content entered and/or processed by the Customer themselves.

### 10. LIMITATIONS ON THE USE OF LIBROMASTRO.IO

- 10.1 By activating libromastro.io, the Customer is considered solely and exclusively responsible for the use of libromastro.io. The Customer acknowledges that they are the only one responsible for the content entered, present, transiting, and/or stored on the servers hosting libromastro.io and on the Blockchain. They also undertake to use libromastro.io exclusively for lawful purposes and those allowed by the applicable legal provisions from time to time, following the rules of diligence, morality, and public order, and in any case, without infringing any rights of third parties.
- 10.2 The Provider is not obliged to verify the data and content registered on the Blockchain through its infrastructure and does not store any of it. In case of loss of content by the Customer, alab.tech will not be able to provide a copy. The Provider cannot be held responsible in any way for the nature and characteristics of such data, nor for any errors and/or omissions, as well as for any direct and/or indirect damage resulting to the Customer and/or third parties from the use of the data.
- 10.3 The Customer undertakes to indemnify and hold the Provider harmless from any cost, burden, expense, or damage that may be caused to the Provider as a result of actions by third parties, including public authorities, due to violations of the commitments set out in this article.

## 11.CASES OF SUSPENSION AND/OR INTERRUPTION

11.1 The Provider will make every reasonable effort to ensure the maximum availability of the libromastro.io service. The Customer acknowledges and accepts that the Provider may suspend and/or interrupt libromastro.io to ensure ordinary or extraordinary maintenance interventions that are appropriate and/or necessary for both the premises hosting the infrastructure and the servers and/or equipment contained therein. In such cases, the Provider







undertakes to restore the virtual infrastructure as quickly as possible to reduce the inconvenience created for the Customer.

- 11.2 The Provider also has the right to suspend and/or interrupt the provision of the Application and Related Services: in case of improper use or violations of this Contract; in case of failures and/or malfunctions of the network and devices supplying libromastro.io due to force majeure or circumstances that pose a danger to the network, people, and/or things, as well as in the case of non-programmable and/or foreseeable and technically essential modifications and/or maintenance; when there are reasonable security and/or confidentiality concerns; in case of incorrect or non-compliant use of libromastro.io by the Customer or the Customer's failure to comply with legal obligations concerning the use of computer services and the internet network; in case of libromastro.io problems that cannot be remedied without suspending or interrupting libromastro.io, in any case informing the Customer about the intervention times and resolution of the issues encountered.
- 11.3 In any case, the Customer must communicate to the Provider within 24 (twenty-four) solar hours any irregularities or malfunctions of libromastro.io. Any damage caused by a non-timely communication from the Customer will not be attributable to the Provider.
- 12. SERVICE LEVEL AGREEMENT ("SLA")
- 12.1 The Provider and the Customer mutually acknowledge that the libromastro.io service will be provided by the Provider with a guarantee of a service availability level of 99% of the time, 24 hours a day, 7 days a week, all year round (Service Level Agreement, SLA).
- 13. WARRANTIES AND LIABILITY
- 13.1 The obligations and responsibilities of the Provider towards the Customer are those defined in the previous article. In any case of breach or non-performance attributable to the Provider, it will be liable within the limits set by the SLA, expressly excluding any other compensation or indemnification to the Customer for direct or indirect damages of any nature and kind. The Customer acknowledges and accepts, now for later, that in all cases where the SLA does not apply, alab.tech will be liable exclusively within the limits of the amount spent by the Customer in the last 12 months.
- 13.2 The Customer acknowledges and accepts that the Provider makes no express or implied representations and warranties that libromastro.io is suitable to meet the Customer's needs or that it is error-free. The Customer acknowledges that the Provider, in no case, can be held liable for any damage that may result to the Customer or third parties as a consequence of delays, non-performance or malfunctions and/or interruptions in the provision of libromastro.io. In any case, within the maximum limits allowed by law, the Provider's liability shall never exceed the amount of the sum spent in the last 12 months by the Customer.
- 13.3 The Customer also acknowledges that the Provider, in no case, can be held liable for any damage that may result to the Customer or third parties as a consequence of the use of







libromastro.io, as well as the processing generated by the Application or through the Connected Services, as the Customer is in any case required to verify the correctness of the processing obtained using the Application or the Connected Services.

13.4 Without prejudice to the generality of the provisions of this article 3, the Customer accepts and acknowledges that in no case the Provider can be held liable in the event of failures and/or malfunctions of the network nor, in any case, can be held liable for compensation for loss of profits.

# 14. INTELLECTUAL PROPERTY

14.1 The Customer undertakes to use libromastro.io respecting the intellectual and/or industrial property rights of the Provider and/or third parties. The Customer accepts and acknowledges that the ownership of the Application, including source codes and any adaptations, developments, and improvements made by the Provider, the related documentation, and all economic utilization rights on them, remain with the Provider. Any material that is subject to intellectual and/or industrial property rights in favor of third parties and made available to the Customer through libromastro.io will be used by the Customer respecting such rights. The Customer assumes all responsibility in this regard and undertakes to indemnify and hold harmless, now for later, the Provider from any detrimental consequences.

14.2 In the event that the Customer infringes the industrial or intellectual property rights of the Provider and/or third parties, the Provider reserves the right to terminate the Contract by express resolutive clause, pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

14.3 The ownership of all rights on trademarks, logos, names, and other distinctive signs associated with libromastro.io is the Provider's, and the Customer may not use them in any way without the prior written authorization of the Provider.

## 15. RECORD

15.1 With reference to the provision of the Application and Related Services, the Customer expressly acknowledges and accepts the existence of the Activity Log (LOG - data related to telematic traffic), compiled and stored by the Supplier or the Provider, in accordance with the terms and procedures established by law. The aforementioned log constitutes full and incontrovertible proof of the facts and acts performed by the Customer towards the Supplier and/or third parties; it is absolutely confidential and may be displayed and/or provided exclusively upon request of the parties expressly indicated by the Law. The Supplier adopts all necessary technical and organizational measures to ensure the confidentiality of connection logs.







### 16. DURATION

16.1 The duration of the Contract is agreed upon from the activation date of libromastro.io for a period equal to the duration of the subscription chosen as indicated in the Price List, tacitly renewed for an equivalent period in the absence of withdrawal to be sent by registered mail with return receipt to alab.tech S.R.L. Piazzale Biancamano, 2 20121, Milan (MI) or by certified electronic mail (PEC) to alab.techsrl@legalmail.it.

### 17. WITHDRAWAL

17.1 alab.tech reserves the right to withdraw from the Contract at any time and without obligation to provide a reason, giving written notice to the Customer, with at least 30 (thirty) days' notice, except in the case of events determined by force majeure, by virtue of which the Supplier reserves the right to withdraw from this contract with immediate effect. Once the above term has elapsed, the Contract shall be deemed terminated and/or terminated, and alab.tech may at any time deactivate the Service without further notice and reimburse the Customer for any amount already paid. In any case, any other liability of alab.tech for exercising the right of withdrawal and/or for the Customer's failure to use the Service or the consequent right to claim any other refund or compensation or damages of any kind and nature is expressly excluded.

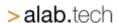
17.2 The customer acknowledges that, after the termination of the contract, the provisions of art.9 will apply.

### 18. EXPRESS TERMINATION CLAUSE

- 18.1 The Customer's breach of the obligations under articles 8, 3, 13, and 14 of this Contract, where not determined by chance or force majeure, may result in the termination of the contract by operation of law pursuant to art. 1456 of the Italian Civil Code.
- 18.2 The Supplier's right to obtain compensation for all damages suffered is nevertheless reserved.
- 18.3 The Customer may terminate the contract at any time, without any penalty and without claiming refunds, compensation or damages, by deleting the user and data through the methods provided by the application.
- 18.4 The Customer has the option not to renew the Contract at the end of the license period without any prior notice and without any penalty.

### 19. UNILATERAL CHANGES AND SINGLE CONTRACT

19.1 The Customer acknowledges and accepts that the Application and Related Services are characterized by constantly evolving technology; for these reasons, alab.tech reserves the right to improve the technical and economic features of the Application and Related Services,







the tools related to them, and to change the conditions of the Contract and the SLA at any time, even after its subscription, without giving rise to any obligations on the part of the Customer.

19.2 If the Supplier changes the contractual conditions in any part, these changes will be communicated to the Customer by email or upon access to the Application. The aforementioned changes will take effect 10 (ten) days after the date of their communication. Within the same period, the Customer may exercise the right to withdraw from the contract with written notice to be sent in accordance with the procedures and timing set out in the previous article 17. If the Customer does not exercise the right to withdraw within the terms and conditions indicated above, the changes will be deemed to be definitively known and accepted by the Customer.

19.3 alab.tech may change the technical characteristics, systems, and resources as a result of the normal technological evolution of hardware and software components, guaranteeing the Customer the same basic functionalities.

### 20. CUSTOMER STATEMENTS

20.1 The Customer declares to have all the rights and powers necessary to conclude and give full and effective execution to this Contract.

# 21.CONFIDENTIALITY OF INFORMATION

21.1 The Customer undertakes not to disclose or make available to third parties any confidential information known or managed in relation to the execution and/or application of this Contract without the specific written consent of the Supplier.

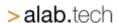
#### 22. APPLICABLE LAW AND EXCLUSIVELY COMPETENT COURT

22.1 This Contract is subject to Italian law.

22.2 If the Parties intend to appeal to the ordinary judicial authority, the competent court is that of the place of residence or elective domicile of the Consumer, non-waivable pursuant to art. 33, paragraph 2, letter u) of Legislative Decree 206/2005. If the Customer cannot be qualified as a "Consumer", the exclusive forum for any dispute related to this Contract, its interpretation, or execution, will be the court of Milan (MI).

## 23. ONLINE DISPUTE RESOLUTION FOR CONSUMERS

23.1 Consumers residing in Europe should be aware that the European Commission has established an online platform that provides an alternative dispute resolution tool. This tool can be used by European consumers to resolve non-judicially any dispute related to and/or arising from contracts for the sale of goods and services concluded online. Therefore, if you are a European consumer, you can use this platform to resolve any dispute arising from the







online contract entered into with the Owner. The platform is available at the following link (http://ec.europa.eu/consumers/odr/). The Owner is available to answer any questions sent by email to the email address published in this document.

### 24. FINAL PROVISIONS

- 24.1 This Contract supersedes and replaces any other previous agreement that may have been entered into between the Supplier and the Customer for any reason attributable to the same user (with the same email) and having as its object the Service and constitutes the ultimate and comprehensive manifestation of the agreements concluded between the Parties on this subject.
- 24.2 In no case may any non-compliance and/or behavior of the Customer deviating from the Contract be considered as derogations from the same or tacit acceptance of the same, even if not contested by the Supplier. The possible inertia of the Supplier in exercising or enforcing any right or clause of the Contract does not constitute a waiver of such rights or clauses.
- 24.3 Unless expressly indicated otherwise in the Contract, all communications to the Customer may be made by the Supplier indistinctly by hand, by email, certified or not, by registered letter with return receipt, by ordinary mail to the addresses indicated by the Customer during registration or subsequently by acting on the Application; as a result, they will be considered known by the latter. Any changes to the Customer's addresses and contact details, including the email address indicated at the time of the order, not communicated to the Supplier in accordance with the procedures provided for in the Contract, will not be opposable to the Supplier.
- 24.4 Except for cases specifically provided for in the Contract, all communications that the Customer intends to send to the Supplier concerning the Contract, including requests for assistance, must be sent by email or through the Assistance desk present on the website. From the Support area, it will be possible to send a request for technical assistance.
- 24.5 The possible ineffectiveness and/or invalidity, total or partial, of one or more clauses of the Contract will not affect the validity of the other clauses, which must be considered fully valid and effective.
- 24.6 For matters not expressly provided for in the Contract, the Parties expressly refer, to the extent possible, to the applicable laws in force.
- 24.7 Any complaints regarding the provision of the Service, including non-compliance with the SLA, must be addressed to alab.tech by email. The Supplier will examine the complaint and provide a written response within 10 (ten) days of receipt of the complaint. In the case of complaints for facts of particular complexity, which do not allow a comprehensive response within the terms set out above, the Supplier will inform the Customer within the said terms on the progress of the case. The Customer undertakes not to assign the contract to third parties without the prior written authorization of the Supplier.







### 25. PROCESSING OF PERSONAL DATA

25.1 With reference to the processing by the Supplier of personal data of third parties for which the Customer is the Data Controller and which are entered or otherwise processed in the execution of the Contract ("Third Party Personal Data"), pursuant to the General Data Protection Regulation No. 679/2016 ("GDPR"), the Parties acknowledge and agree to comply with the terms available at the address www.libromastro.io.

25.2 The personal data of the Customer, or the Customer's personnel, collected and processed by the Supplier for its own purposes and methods, and for which the Supplier is the Data Controller under the GDPR ("Customer Personal Data"), will be processed in accordance with Articles 13 and 14 of the GDPR.

When contacting us, the Data Subject must ensure to include their name, email/postal address and/or telephone number(s), as well as the indication of the service to which the request refers, to ensure that the communication can be handled correctly.