

Disclaimer

1. PRELIMINARY REMARK

The technical attachment included in the page of ONEMINUTESITE programme (hereafter: PROGRAMME or SERVICE or SERVICES) is a fundamental and basic part of the hereby agreement and it constitutes its preliminary remark.

2. CONTRACTING PARTIES

The hereby agreement constitutes the entire Agreement between 1Minutesite Ltd., (hereafter: COMPANY), Head Office in 20, Broadwick Street, London, W1F 8HT, UK - and the USER (hereafter: USER) that wants to use the PROGRAMME, who must enter all necessary data in the Registration form.

3. OBJECT OF THE AGREEMENT

By this agreement, the COMPANY allows the USER to use the above-mentioned PROGRAMME –but not in an exclusive way - as ASP (that is to say as a remote software that user can access using authentication credentials); the PROGRAMME will remain exclusive property of the COMPANY.

Within this agreement, hardware and software Technical Services for USER are not included. USER gives the COMPANY the right to add promotional information to the informative material sent via the PROGRAMME; they also admit to not have the right to have any subsequent or possible income of the COMPANY.

4. REGISTRATION, ACTIVATION AND PROGRAMME VERSIONS

By registration, as referred to in the section no.2, COMPANY will provide the USER the access codes in order to use the SERVICE (so-called authentication credentials) and the USER will have the right to use the Free version of the PROGRAMME for free. Moreover, the CLIENT accepts the following features of the PROGRAMME versions:

	FREE	BASIC	PROFESSIONAL	BUSINESS
PAGES	3	5	20	Unlimited
DISK SPACE	10 MB	50 MB	200 MB	2000 MB
IMAGE MAXIMUM SIZE	3 MB	3 MB	8 MB	8 MB

If using the Free version, the COMPANY reserves the right at any time and without notice, to suspend or terminate the relationship, without any indemnification and/or compensation for USER.

By using the FREE version, USER accepts any kind of promotional material on the website that is created by Free version of this PROGRAMME.

The CLIENT also accepts, for the use of the service, that the communications concerning the operation of the service are sent.

5. CONFIRMATION AND TERMS OF THE AGREEMENT

In the case the USER wants to purchase Basic, Professional or Business versions of the PROGRAMME, he will be charged with the payment of amount due as referred to in the section no.6.

Contemporary to the payment of amount due, the agreement will be effective and it will last for 1 year (12 months) or equal to the period indicated at the time of purchase.

At the end of the term, as referred to on the previous paragraph, the agreement could not be considered renewable if the payment of amount due, as referred to in the section no.6, is not previously received.

6. PAYMENT AND PAYMENT METHODS

The total amount due to the COMPANY by USER in order to use the PROGRAMME is the one that appears when completing the registration form and is clearly specified in the technical attachment, as referred to in the Preliminary Remarks; total amount due must be paid by following methods and terms described in the above-mentioned attachment.

The total amount includes VAT. The COMPANY reserves the right to change USER's pricing upon 15 days' notice before the agreement expires, by noticing the USER to the email that appears on the registration form.

In case of late payment and subsequently non-payment within 10 days after the payment terms previously agreed, the COMPANY can suspend the PROGRAMME; moreover, if the COMPANY does not receive prompt payment within 7 business days after the suspension of the service, it deserves the right to consider the agreement terminated.

7. USER OBLIGATIONS

User must use the PROGRAMME in an ethical and legal way; he must indemnify and hold the COMPANY harmless from and against all claims, if violating this obligation.

USER must not reveal to any third party the PROGRAMME access code that COMPANY provides provided while registering, and, in general, he must not let the PROGRAMME to be used by third party.

As concerning this aspect, the USER must promptly notify COMPANY of any possible loss, theft and/or disclosure of the PROGRAMME access codes, and he has the full responsibility for any damages derived from the obligation violation, as referred to in the previous paragraph.

USER must not copy, modify and, in general, reproduce in any way, either totally or partially, the PROGRAMME, and he must also keep secret its content and protect the COMPANY's patent rights.

USER, in using the PROGRAM, undertakes not to collect and / or process particular data and / or personal data relating to criminal convictions and offenses pursuant to art. 9 and 10 of the General Regulation on Data Protection 2016/679 (hereafter, GDPR).

8. GUARANTEES, COMMITMENTS AND CLIENT RESPONSIBILITIES

Every information, image, material or message in every format (video, audio or etc.), if added in public areas of the PROGRAMME and connected to the client, will be considered in his ownership and/or in its sole and legitimate availability.

This material does not violate nor transgress any copyright, brand mark, patent or other right deriving from law, agreement and habit. In particular, USER states that is not permitted to use or let other use the PROGRAMME in order to violate to the current regulations of any other State and/or agreements, treaties or international laws, in the same way as is not permitted to the USER to use the PROGRAMME to damage the image of COMPANY, nor violating labels rules and against moral use, good habit and public order (for example, by publishing online pornographic, blasphemous, racist contents, etc.) or with the aim of molesting the public and private peace, offending, or direct and indirect damaging anyone and tempting to violate the secret of the private messages as well as the use of 'email spamming' techniques or similar techniques (not solicited emails and/or without authorization by the addressee).

Moreover, USER commits himself to not use Internet access for any computer hacking.

The USER will keep the COMPANY, essentially and processually, unaffected from any loss, damage, responsibility cost or expense including legal fees deriving from every violation of what is stated in the current article. In particular, the USER will be considered as unique and exclusive responsible for every damage and prejudicial consequence for the COMPANY or third parties. If the USER is a juridical person he will civilly respond also for its workers, sales representatives, representatives and collaborators, in general, that use the required services. The USER maintains the ownership of the information assuming every responsibility for any and all content, by expressively keeping the COMPANY harmless against all responsibility of verification and/or control. That is why any of the COMPANY responsibility for an unauthorized information publication by the user is excluded. The COMPANY reserves the right, without any obligation, to temporary or permanently suspend the publication of what in contrast with the current article or juridical laws. If the information is created for an advertising purpose, the USER guarantees that it complies with every related disposition.

In case of violation of the above-mentioned obligations by the USER, the COMPANY reserves the right to immediately terminate the current agreement to be relieved by the USER and kept uninjured from any prejudicial consequence.

9. COMPANY OBLIGATIONS

The COMPANY is committed to provide the best technology to its knowledge and use its best resources to provide an efficient service. In case of any malfunction of the SERVICE and/or its eventual interruption for any reason (for example, Service breakdown or maintenance), the COMPANY is committed to solve the problem and restore the service in the shortest time.

10. DATA PROCESSING AND TITULARITY

In accordance with the GDPR, the Parties acknowledge that any decision regarding the purposes, methods of processing personal data of third parties to this agreement, possibly processed on the site created by the USER and the tools used, including the security profile, is the exclusive right of the USER. In fact, on the data itself, the USER will act as data controller.

In this regard, given the data processing carried out by SINTRA, it is appointed by the USER responsible for processing, as indicated in Annex X.

SINTRA expressly declares to process the personal data of third parties that will be communicated in the fulfillment of the Contract as required by current legislation on privacy.

11. APPOINTMENT RESPONSIBLE FOR THE TREATMENT

The Parties mutually agree that Sintra will conclude, upon request by the USER, a contract appointment, present in Annex X, in charge of processing the personal data of third parties that will be communicated to SINTRA and / or that it may process and / or of the data of which will be known, for the purposes of the execution of the Contract, free of charge.

12. LIMITATION OF RESPONSIBILITIES

Under no circumstances the COMPANY will be responsible for (thus USER will be considered responsible for such aspects): a) SERVICE malfunction and/or its possible suspension depending on the access devices used by USER (for example, hardware and software systems) and/or telephone or electricity networks and, in general and by law, because of delay, malfunction and/or interruption of the PROGRAMME due to circumstances beyond our control; b) USER and/or third party's damages caused by the use of PROGRAMME and/or information and/or messages provided through it; c) possible improper and/or illicit use of the PROGRAMME by the USER.

13. SUSPENSION OF THE PROGRAMME AND TERMINATION OF THE AGREEMENT

The COMPANY reserves the right to suspend the use of the PROGRAMME and/or terminate the agreement ex art. 1456 Civil Code, besides as referred to in section no.6, paragraph V, in the following case: a) non-compliance with obligations, as referred to in the section no.7 of the hereby agreement, by the USER; b) improper use of the PROGRAMME by the USER that can damage and/or annoy third party; c) improper use of the PROGRAMME by the USER (and/or by third party) that can damage the image of the COMPANY.

14. CONTACTS

Any communication to the COMPANY by the USER has to be sent to the following address details:

- Address: 20 Broadwick Street, London W1F 8HT, United Kingdom - e-mail :info@1Minutesite.co.uk ;

Any communication to the USER by the COMPANY has to be sent to the address details that appear in the registration form.

15. JURISDICTION

For all disputes that may arise in relation to this contract, including those relating to its validity, interpretation, execution and resolution, the only jurisdiction to decide exclusively will be the Court of Arezzo.

16. CHANGES TO THE CONTRACT

Sintra may make changes to the Contract, also in order to implement changes in national and / or Community legislation, to adapt to technological innovations or for other reasons. New versions will be made known to the USERS through publication of the changes in the site or through the mail.

Therefore any modification will be communicated to Users through suitable computerized tools. Each USER is required to periodically check what is defined in the Contract in order to ascertain any changes that occurred after the last consultation. Should the modifications not be accepted, the USER can contact SINTRA directly, requesting the cancellation of the service, to the email address info@oneminutesite.it or by sending a registered letter to Sintra Consulting srl, Via Fratelli Lumiere 19, Arezzo

- 52100, AR. In any case, the continuation in the use of the services of the site or those provided by Sintra, implies acceptance of the changes made.

17. AGREEMENT AMENDMENTS

Any amendments and/or additions to this agreement, including any different or additional performance to the ones mentioned in the hereby agreement, must be made in writing and signed by both parties.

18. FURTHER AGREEMENTS BETWEEN PARTIES

The hereby agreement represents the entire Agreement between Parties and any previous understandings or agreements between the COMPANY and the USER, whether oral or written, are hereby null and void.

19. SPECIFIC APPROVAL

The USER accepts the following clauses:

5. Confirmation;
6. Payment and payment methods;
8. Guarantees, commitments and client responsibilities;
10. Limitation of responsibilities;
11. Suspension of the programme and termination of the agreement;

20. PRIVACY POLICY

Please refer to the link <http://www.sintraconsulting.it/informative/informativa-privacy-utenti.pdf>

Subject Access Requests

Under the Data Protection Act 1998, you can make a formal request for the following information

- clarification that your personal data is being processed by 1Minutesite Ltd.
- a description and copies of such personal data
- the reasons why such data is being processed
- details of to whom they are or may be disclosed

1Minutesite Ltd.
Data Protection Responsible
20 Broadwick Street
London
W1F 8HT
UK

ANNEX X

NOMINATION AGREEMENT AS RESPONSIBLE FOR THE PROCESSING OF PERSONAL DATA
BETWEEN

USER who signs the Contract with Sintra, hereinafter referred to as "HOLDER".

AND

Sintra Consulting S.r.l., with registered office in via F.lli Lumiere, 19, Arezzo, CAP 52100, VAT. 01671150512, email address info@sintraconsulting.it, from now on "Sintra" or the "Manager".

Hereafter also referred to as the "Parties".

GIVEN THAT

Sintra is a company specializing in the creation of consultancy services in the digital field, the Owner has a contractual relationship (hereinafter the "Contract"), which provides for obligations in respect of Sintra whose fulfillment could entail the processing of personal data;

The Parties, in accordance with EU Regulation 679/2016 (hereafter "GDPR" or the "Regulations"), intend to regulate the methods and purposes of the processing of such personal data

THE PARTIES CONCLUDE AS FOLLOWS

1. Definitions

- "Personal Data": any information concerning an identified or identifiable natural person ("concerned"); an identifiable natural person can be identified, either directly or indirectly, with particular reference to an identifier such as a name, an identification number, location data, an online ID or one or more characteristic elements of his physical identity, physiological, genetic, psychological, economic, cultural or social;
- "Pseudonymisation" means the processing of personal data in such a way that personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is stored separately and subject to technical and organizational measures to ensure that such personal data are not attributed to an identified or identifiable natural person.
- "Treatment": any operation or set of operations, performed with or without the aid of automated processes and applied to personal data or sets of personal data, such as the collection, registration, organization, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, comparison or interconnection, limitation, cancellation or destruction.

2. Object

This agreement concerns the appointment of the person in charge of the treatment in compliance with the rules established by the GDPR, as well as the confidentiality obligations relating to the Personal Data, and is intended as an integral part of the Contract.

3. Ownership of the treatment

The Parties mutually acknowledge that the Data Controller is appointed by the Data Controller as the controller of the Personal Data of third parties who will be communicated to it and / or that it may process and / or data of which it will become aware, for the purposes of Contract.

The Data Controller expressly confers on the Data Controller a general authorization to appoint additional data controllers, also in the name and on behalf of the Data Controller.

The Data Controller will inform the Data Controller of any planned changes concerning the addition or replacement of other data controllers, thus giving the Data Controller the opportunity to object to such changes.

4. Appointment to Responsible

The Parties mutually acknowledge that Sintra is appointed by the Customer responsible for the processing of Personal Data of third parties that will be communicated to it and / or that it may process and / or data of which it will become aware, for the purposes of the execution of the Contract .

The Customer expressly confers to Sintra a general authorization for the appointment of additional data controllers, also in the name and on behalf of the Customer.

Sintra will inform the Customer of any planned changes concerning the addition or replacement of other data processors, thus giving the Customer the opportunity to object to such changes.

5. Appointment of Managers

If Sintra uses another data controller to perform specific processing activities on behalf of the Data Controller regarding the execution of the Contract, Sintra will impose, by means of a different specific contract, the same obligations regarding the

protection of data contained in the Contract. and in this agreement, providing in particular sufficient guarantees to implement appropriate technical and organizational measures, so that the treatment meets the requirements of the law.

If the other controller fails to comply with its data protection obligations, Sintra will retain full responsibility for fulfilling the obligations of the other person responsible.

6. Methods of processing

The processing of personal data of third parties, carried out in the fulfillment of the Contract, will have an equal duration.

The categories of third parties that are subject to treatment are:

- Persons who transit, use, the website of the Owner realized in the execution of the Contract or, in relation to the type of Contract and the related services offered, fill in the contact format;

Such personal data will be processed for purposes of fulfillment of the Contract.

7. Tasks of Sintra as responsible for the treatment

Sintra in particular:

- It will only process Personal Data on the instructions of the Data Controller, which must be sent by email, also in case of transfer of Personal Data to a third country or an international organization, unless required by Union or national law Sintra is subject. In this case, the Data Controller will inform about this obligation, prior to processing, unless otherwise required by law;
- It will guarantee that the persons authorized and entrusted with the processing of Personal Data are bound by confidentiality in relation to the data processed;
- It will offer the Holder - through appropriate technical and organizational measures, related to the nature of the treatment - any support in order to allow them to meet the obligation to follow up the requests for the exercise of the rights of the interested party;
- He will assist the Data Controller, taking into account the nature of the processing and the information at its disposal, in order to allow them to:
 - Adopt the security measures referred to in the Contract and / or referred to in this document;
 - Make impact assessments on data protection;
 - Consult the supervisory authority also through prior consultation;
 - Make a communication of a violation of Personal Data to the interested party;
 - Notifying a violation of Personal Data to the supervisory authority;
- In case of termination of the Contract and its effects, upon written indication of the Owner, whether it intervened in any capacity or reason, it will delete or return all Personal Data processed and will delete the existing copies, unless otherwise required by law;
- It will make available to the Data Controller all the information necessary to demonstrate compliance with the Law obligations regarding the processing of Personal Data contributing to the auditing and inspection activities performed by the Data Controller or another person appointed by it, in accordance with the Contract and to the applicable law;
- He will immediately inform the Data Controller if, in his opinion, an instruction violates any data protection law.

8. Security measures in the context of the processing of Personal Data

The Parties agree that Sintra provides sufficient guarantees to put in place suitable technical and organizational measures in such a way that the treatment meets the requirements of the Law ensuring the protection of the rights of the data subject to treatment.

Sintra, as data controller, undertakes to adopt appropriate technical and organizational measures in order to guarantee the protection of personal data. These measures ensure, taking into account current knowledge on the subject and the costs of implementation, implementation, and the nature, object, context and purpose of the processing, as well as the risk of varying probability and seriousness for the rights and the freedoms of natural persons, a level of security appropriate to the risks presented by the processing and the nature of the data to be protected. In assessing the adequacy of the security level, Sintra will take into account in particular the risks presented by the processing that derive in particular from destruction, loss, modification, unauthorized disclosure or access, in an accidental or illegal manner, to Personal Data transmitted, stored or otherwise processed.

Sintra, where possible, will adopt appropriate technical and organizational measures to guarantee:

- Pseudonymisation and encryption of Personal Data;
- The ability to ensure on a permanent basis the confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to promptly restore the availability and access of Personal Data in the event of a physical or technical incident;
- A procedures for testing, verifying and regularly assessing the effectiveness of the technical and organizational measures.

9. Security breach

Each of the Parties will communicate to the other each case of destruction or loss of Personal Data of third parties handled in the execution of the Contract, unauthorized access or treatment not allowed or non-compliant, within 6 (six) hours from the time of its discovery , through a communication to be sent to PEC.

10. Responsibility

Without prejudice to the mandatory limits established by the Law, no charge may also be made by the Owner against the Manager in case of violation of the current privacy rules by the Manager in relation to any processing operation that causes non-compliance with the current regulations, or any violation of the Contract and / or legal provisions that may cause damage due to the processing of Personal Data. This article does not apply in cases of willful misconduct or gross negligence.

11. Verifications and checks

The Parties, at any time, after agreeing on the timing and procedures, may perform checks and / or have the delegates and / or an inspection body composed of independent subjects and / or specifically identified individuals possess the necessary professional qualifications. , bound by a duty of confidentiality, if the personal data of third parties are treated in accordance with the provisions of the Contract, also by means of specific access to the premises and / or the IT infrastructure of the other Party. At any time a Party may request the other, also by means of delegated subjects, to carry out the aforementioned checks and to provide suitable reporting.

12. Reference to other provisions

In the event of conflict between this section and any other norm established by the Contract, this section prevails.

The provisions set forth in this document must be interpreted in such a way as to give them the sense that results from the set of clauses provided for in the Contract.