

## GENERAL TERMS AND CONDITIONS

These general terms and conditions govern the offer and sale of the services, by constituting the agreement (hereinafter, the “**Agreement**”) and governing the relationship between Digital PMI S.r.l with registered office in Arezzo, Via Fratelli Lumiere 19, VAT 02469450510, email [info@oneminutesite.it](mailto:info@oneminutesite.it) (hereinafter, “**Digital PMI**”) and the customer (hereinafter, the “**Customer**”).

### 1. Definitions

The terms and expressions listed below have the meanings specified below. It is understood that the terms defined in the singular are also understood to be defined in the plural, and vice versa:

**Annex 1:** shall mean the document that is an integral part of this Agreement, contains the technical specifications of the “Create Your NO CODE Site Service”, available at <https://www.oneminutesite.it/sito-web-gratis/> and “L’eCommerce Italiano al 100%”, available at <https://www.oneminutesite.it/piattaforma-ecommerce-gratis/>;

**Customer:** shall mean any professional, non-consumer, who purchases one or more Services through Oneminutesite;

**Ecommerce:** means a technology infrastructure that enables the remote sale of products or services through the use of computerized communication networks.

**Oneminutesite:** shall mean the website available at the URL [www.oneminutesite.it](http://www.oneminutesite.it), through which the Services offered by Digital PMI can be purchased;

**Parties:** shall mean Digital PMI and the Customer jointly;

**Private Area:** shall mean that part of Oneminutesite available for the exclusive use of the Customer, through which the Customer can have access to specific functions provided by Digital PMI, subject to authentication;

**Services:** shall mean the services, specified in Annex 1, in conjunction with related programs, offered on Oneminutesite, i.e. website creation, e-commerce and support.

**Site:** shall mean the web site that is created and managed by the Customer through the Oneminutesite platform;

#### DIGITAL PMI S.R.L.

Via Fratelli Lumiere, 19 52100 - Arezzo (Italy) |  
Tel.: +39 0575 1827507 | [info@digitalpmi.com](mailto:info@digitalpmi.com) | [digitalpmi@legalmail.it](mailto:digitalpmi@legalmail.it) | [www.digitalpmi.com](http://www.digitalpmi.com) |  
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## **2. Subject of the Agreement**

The Agreement governs the online offer and sale of the Services by Digital PMI to the Customer. The essential features of the Services are explained in each product sheet provided in Oneminutesite. Information about each individual Service offered through Oneminutesite is available on the latter. The Customer is expressly prohibited from reselling, renting, leasing, assigning for any reason and for any commercial and/or professional purpose the Services purchased through Oneminutesite.

## **3. Conclusion of the purchase and use by the Customer**

### **3.1 Registration:**

Prior registration is required in order to purchase the Services provided by Digital PMI. The Customer must accurately fill out and submit the form through the tools provided, by indicating the personal data in the related fields. The Customer assures that the personal data provided during and after the registration process are complete and true.

Registration will be effective only when the Customer receives the confirmation e-mail and opens the link contained therein. Upon completion of this procedure, a Private Area will be created for the Customer. Registration credentials, as well as access to the Private Area, will be used exclusively by the Customer and will never be given to third parties. The Customer undertakes to keep registration credentials confidential and to ensure that no one can access them, also by taking all appropriate security measures in order to minimize the risk of any unauthorized, prohibited and unsuitable access to the Private Area. The Customer also undertakes to promptly report to Digital PMI whenever any suspect of misuse, or unauthorized or prohibited access to the Private Area arises.

The Customer undertakes to promptly inform Digital PMI in the event of any loss, theft and/or disclosure of the login codes to the Private Area and assumes all liability with respect to any damages resulting from the breach of the obligation referred to in the preceding paragraph.

### **3.2 Purchase Conclusion:**

After registration, the purchase process may begin. Before proceeding, the Customer must read the Agreement as well as print a hard copy of it and save a copy on a permanent storage device that

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enables the Customer to retain the information referred to him/her, to access it in the future for an appropriate period of time and to reproduce the stored data identically.

By registering and purchasing, Digital PMI will grant the Customer the right to use the Services, which will still remain the exclusive property of Digital PMI, in ASP mode (and, therefore, through remote access with authentication credentials) on a non-exclusive basis.

The purchase will be considered successful when Digital PMI receives payment from the Customer. Technical support on the Customer's hardware and software systems is not included in the purchase. After registration, the Customer will receive from Digital PMI the access codes to the Service (authentication credentials).

The Customer also agrees for the purposes of the use of the Service to receive communications regarding the operation of the Services. The Customer will have the option to purchase the Service, which includes:

- first purchase of the domain for the Site and/or Ecommerce covered by the Service or renewal, if the Customer already had one;
- 5 (five) email accounts associated with the domain referred to in the preceding paragraph;
- unlimited space on Oneminutesite platform, on which the Customer independently creates their own Site and/or Ecommerce;
- dedicated assistance to the Customer by Digital PMI, from 9:00 am to 1:00 pm and 2:00 pm to 6:00 pm. Such assistance may be provided via telephone, email, WhatsApp and social Facebook Messenger and Instagram Direct;
- training activities for the Customer on the features and updates present in Oneminutesite platform;
- thirty (30) minutes of consultation or training between the Customer and Digital PMI specialists, for the activities covered by the Services.

The Customer may decide to purchase the Create Your NO CODE Site Service, the features of which are available at the link <https://www.oneminutesite.it/sito-web-gratis>.

### **3.3. Obligations of the Customer**

Upon registration, the Customer agrees to print or save the Agreement and the specifications of the purchased Service. It is prohibited to enter false and/or invented data during the registration process necessary for the execution of this Agreement and future communications. Personal data and e-mail must be those of the person placing the order and not of third parties or fictional characters. It is

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expressly prohibited to register two or more times for the same person and enter personal data of third parties. The Customer undertakes to use the Services in a lawful manner, and also undertakes to indemnify and hold Digital PMI harmless from any action that may be brought against the latter as a result of a breach of this obligation.

The Customer agrees not to disclose to third parties the access codes to the Private Area obtained from Digital PMI at the time of registration and, in general, to prevent third parties from using the Private Area. The Customer undertakes not to collect and/or process special data and/or personal data relating to criminal convictions and offenses pursuant to Articles 9 and 10 of EU Regulation 679/2016 (hereinafter, “GDPR”), in using the Services.

### **3.4. Guarantees, commitments, and responsibilities of the Customer**

Any information, image, material or message, in whatever format (whether audio, video or other in the case permitted) that may be placed in public areas of the Service and traceable directly to the Customer is and shall be its own ownership and/or in its legitimate availability. The Customer assures Digital PMI that said material does not infringe or violate any copyright, trademark, patent or any other right arising by law, the Agreement or custom.

In particular, the Customer acknowledges that it is forbidden to use or allow third parties to use the Service to contravene the current laws of the Italian state or any other state and/or international conventions, treaties, agreements or regulations as well as it is expressly forbidden for the Customer to use the Service to harm in any way or jeopardize the image of Digital PMI itself as well as to contravene the rules of netiquette or to use it against morality, decency and public order (for example, by placing pornographic, blasphemous, racist content on the network, etc.) or with the purpose of causing offense, or direct or indirect damage to third parties.) or for the purpose of causing offense, or direct or indirect harm to third parties.

Customer shall substantially and procedurally indemnify Digital PMI and hold it harmless from any loss, damage, liability, cost or expense, including attorneys' fees, arising out of any breach of the terms of this Agreement. In particular, the Customer shall be held solely and exclusively liable for any damages and prejudicial consequences caused to Digital PMI itself and/or to any third parties.

Shall the Customer be a legal person, the Customer will also be civilly liable for its own employees, agents, representatives and collaborators in general who use, even occasionally, the Services requested through Oneminutesite. The Customer retains ownership of the information, assuming all the

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broadest responsibility regarding the content of such information, by expressly relieving Digital PMI from any responsibility and burden of verification and/or control in this regard. Any liability of Digital PMI shall be, therefore, excluded in the event of unauthorized publication of information by the Customer.

Without being under any obligation to do so, Digital PMI reserves the right to temporarily or permanently suspend publication of anything that is in material breach of present clause of the Agreement or of any applicable legal regulations. If the information is public, the Customer warrants that the information complies with any relevant provisions in force.

**3.5 Free Trial:** once registered on Oneminutesite, the platform automatically generates a third-level domain name with the following extension "1msite.eu". The Site or Ecommerce is linked to this domain name free of charge for a period equal to 1 (one) month from the creation of the third-level domain name. During this period the Customer may test certain functionalities of Oneminutesite.

At the end of the free trial month, the Customer, if interested in fully using the functionality of Oneminutesite and having a second-level domain name attached to the Site or Ecommerce, will have to purchase the paid subscription. Otherwise, the Site or Ecommerce will be deleted. To purchase the paid subscription, the Customer will be required to follow the steps in the editor by requesting to link the Site or Ecommerce to an existing second-level domain (with transfer via Authcode or DNS management) or to a new second-level domain. In case the Customer does not already have a second-level domain name, the Customer will be required to choose one and, following an automatic check through Site Builder Builder whose terms and conditions can be found at the following link <https://www.sitebuilderbuilder.com/terminidiservizio> and the Customer declares, as of now, to accept them, the latter will register it in the name and on behalf of the Customer. Otherwise, he/she may request from Digital PMI what points to include in the DNS zone of the domain name under its management.

The Customer for any doubts in relation to the transition from the free trial month to the paid subscription, may contact Digital PMI at the following e-mail address no later than 7 (seven) days before the expiration of the trial period: [info@oneminutesite.it](mailto:info@oneminutesite.it).

It is understood as of now that the Site or Ecommerce will be linked to the second level domain name and published within approximately 1 (one) week after the end of the procedure.

It is clarified that with regard to the Ecommerce, during the possible free trial period, the Customer

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will not be able to sell through the Ecommerce created. Digital PMI will offer a demo version to the Customer on which he/she can upload his/her products. Following the paid switch, he/she will be able to take full advantage of the functionality of the Ecommerce.

#### **4. Digital PMI obligations**

Digital PMI guarantees to the Customer the proper functioning of the Services. In the event that the Service malfunctions and/or is suspended for any reason (e.g., for breakdowns and/or maintenance), Digital PMI undertakes to eliminate the cause as soon as possible and to inform the Customer accordingly.

#### **5. Duration, Fee and Payment**

The Agreement shall be for a term of 12 (twelve) months and, once it has expired, it shall be tacitly renewed unless noticed otherwise, by sending an email to the other Party with 7 (seven) days' notice.

The Customer will be able to choose, during the purchase, whether to pay annually or monthly fees for the Services by credit card or PayPal (which can be selected in the Private Area). The fee will be Euro 214.50 (including VAT) and, if selected by the Customer, it will be paid by him/her by means of a monthly fee payment of Euro 19.50 (including VAT), by debiting the payment method entered in the Private Area above.

Any changes in the fee due to Digital PMI must be communicated by Digital PMI to the Customer, via email, at least 15 (fifteen) days before the expiration of the Agreement, at the address indicated by the Customer in the Private Area. Following receipt of the notice, the Customer shall have the right to deny renewal of the Agreement by notifying Digital PMI in accordance with the above terms.

At the expiration of the Agreement, if no notice of refusal to renew has been given and the payment is not successful, the Customer who has selected in its Private Area the annual payment will have a period of 21 (twenty-one) days from the expiration date of the Agreement to pay what is due to Digital PMI. After the aforementioned deadline has expired in vain, Digital PMI shall have the right to disable the Site and/or the Customer's Ecommerce.

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If the Customer, during the first registration, had selected the monthly payment, he/she will have a period of 10 (ten) days from the expiration date of the Agreement to pay what is due to Digital PMI. After the aforementioned deadline has expired in vain, Digital PMI shall have the right to disable the Site and/or the Customer's Ecommerce.

If the Customer, following deactivation of the Service due to expiration of the terms indicated therein, intends to reactivate his/her Site and/or Ecommerce free of charge, the latter must notify Digital PMI, by writing to the following e-mail address: [info@oneminutesite.it](mailto:info@oneminutesite.it), within 30 (thirty) days of deactivation of the Site and/or Ecommerce.

Once the previous 30 (thirty) days have passed in vain, the reactivation of the Site and/or the Ecommerce shall entail the payment by the Customer to Digital PMI of a sum equal to 15 (fifteen) Euros (VAT included).

It is understood, as of now, that after 60 (sixty) days have passed in vain from the deactivation, the Site and/or the Ecommerce cannot be reactivated in any way.

## **6. Withdrawal and data migration**

The Customer may decide to withdraw at any time from the Agreement, by sending an email requesting termination of the Agreement to [info@oneminutesite.it](mailto:info@oneminutesite.it). In the event that the Customer chooses the annual billing mode and decides to terminate the Agreement early, the Customer agrees as of now that Digital PMI will not be required to refund any amounts paid and related to the months in which the Services will not be used.

In the case of early withdrawal, the Customer agrees to remain the exclusive owner of the domain if purchased in Customer's favor by Digital PMI for the use of the Services, as specified in clause 3.2 of the Agreement. The Customer will not be the owner of the content created through the Oneminutesite Services, which will remain the exclusive property of Digital PMI.

Digital PMI agrees to provide the Customer with data for domain migration to other platforms (e.g., migration code or other information that Digital PMI may hold).

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## 7. Intellectual and industrial property rights and FLOSS licenses.

Without prejudice to Site Builder's proprietary rights over the platform and the services offered by it as indicated in the terms and conditions found at the following link <https://www.sitebuilderbuilder.com/terminidiservizio>, which the Customer accepts as of now, the Parties agree that all intellectual and industrial property rights over everything created in the execution of the Agreement (including trade secret rights and know-how), including copyrights, related rights and database builder's rights, are the exclusive property of Digital PMI. The Customer is granted a non-exclusive license to use the rights of economic exploitation of the contents for the entire term of the Agreement and for the mere purpose and in function of the proper performance of the same, with the limits of space, time and technology defined by the Agreement, with the express prohibition on the part of the Customer to assign and/or sublicense the contents to third parties, derive works from them, or use them in a way that is not provided for under the Agreement.

Should Digital PMI include free and/or open-source software (hereinafter, “**FLOSS**”) by means of and/or through the Services rendered, the Parties declare that they acknowledge and respect the relevant licenses that they will deem valid and effective, by waiving the right to raise any exception and/or dispute regarding the validity and effectiveness of the same and of any related provision. In case of conflict between what is licensed through FLOSS and/or GPL and the Agreement, the FLOSS and/or GPL license will prevail. In the aforementioned cases, any changes to the software and/or software components made by the Parties shall be governed in accordance with the relevant FLOSS license. In the event that one of the free software and/or open-source software licenses or a single provision of the free software and/or open-source software licenses requires Digital PMI to disclose the software in the expressive form of the source code, the source code shall be disclosed upon specific request, with the right to be made available in the minimum terms provided by the license itself. In the case of permissive FLOSS licenses, such as, for example, X11 or MIT, the assignment of rights shall be deemed to be vested in Digital PMI, in accordance with and subject to the provisions of this clause of the Agreement.

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## 8. Appointment as data processor

The Parties acknowledge that the Customer will make any decision regarding the purposes, methods and tools of processing of personal data processed in the execution of the Agreement, including all security profiles.

The Customer gives Digital PMI a general authorization to appoint additional processors, also on behalf of the Customer. Digital PMI will notify the Customer of the names of said processor, and will inform the Customer of any changes, thereby giving the Customer the opportunity to object to such changes. If Digital PMI uses another data processor for the performance of the Agreement, Digital PMI will impose identical data protection obligations herein, including obligations to take appropriate technical and organizational measures so that the processing meets the requirements of the Law.

Digital PMI will process the personal data for the Customer during the performance Agreement. Digital PMI will process personal data only upon specific instructions from the Customer, which must be sent by email. In such case, Digital PMI will inform the Customer about this obligation before processing, unless otherwise provided by Law. In addition, Digital PMI:

- will ensure that all persons authorized and entrusted with the processing of personal data are bound to confidentiality in relation to the data processed;
- will offer the Customer, by means of appropriate technical and organizational measures, related to the nature of the processing, all support needed, in order to enable the Customer to fulfill the obligations to follow up on requests made by data subjects to exercise their rights;
- will provide, upon request, any descriptive documentation of the technologies used;
- assist the Customer, by taking into account the nature of the processing and the information available, in order to enable the Customer to adopt security measures, to conduct data protection impact assessments, and to consult with the supervisory authority.
- will make available to the Customer all the information necessary to demonstrate compliance with the obligations of the Law regarding the processing of personal data;
- will immediately inform the Customer if, in its opinion, an instruction violates any rule of Law relating to data protection.

Digital PMI undertakes to take appropriate technical and organizational measures in order to ensure the protection of personal data processed in the performance of the Agreement. These measures

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ensure, taking into account the current knowledge on the subject and the costs of application, implementation, as well as the nature, of the object, context and purposes of the processing, as well as the risk of likelihood and severity to the rights and 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. Digital PMI will take account of the risks presented by the processing, including the risks arising from the destruction, loss, alteration, unauthorized disclosure of or access, whether accidental or unlawful, to personal data transmitted, stored or otherwise processed. Whereas possible, Digital PMI will take appropriate technical and organizational measures to ensure pseudonymization 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, procedures to regularly test, verify and evaluate the effectiveness of technical and organizational measures to ensure the security of processing.

Digital PMI will inform the Customer in any case of destruction or loss of personal data of third parties owned by the Customer of unauthorized access or unauthorized or non-compliant processing, within 48 (forty-eight) hours from the time of discovery, by means of a notice to be sent by email to [info@oneminutesite.it](mailto:info@oneminutesite.it).

## 9. Privacy

The Customer can view the privacy policy at the following link: <https://www.oneminutesite.it/cookie-policy/>.

## 10. Limitations of liability

Under no circumstances shall Digital PMI be held liable for damages of any nature and extent derived to the Customer and/or third parties related to the performance of activities by the Customer. Digital PMI shall be held harmless and indemnified by the Customer from any and all damages and expenses,

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penalties, and in general, from any obligation to pay sums of money, by reason of the activities performed during the Agreement.

In particular, Digital PMI will not be held liable in the event of:

- malfunctions of the Service and/or its possible suspension, depending on failures in the terminals used by the Customer (such as, for example, hardware and software systems) and/or of the telephone and power lines and, in general and as by law, for delays, malfunctions and/or interruptions in the enjoyment of the Services depending on force majeure;
- damage that may result to the Customer and/or third parties from the use of the Services, and the information and/or messages provided through it;
- any illicit and/or improper use of the Services by the Customer.

Moreover, the Customer hereby waives any and all claims, demands, actions in civil law, including economic and/or compensation for damages, against Digital PMI that are directly related to the failure and/or inexact performance of the services charged to the Customer.

The Customer, in the choice of material, shall respect the rights, of use, economic exploitation, license as well as any other rights of third parties, using only original material and/or made available to the public for commercial reuse and/or modification of the same.

In any case, the Customer undertakes to hold Digital PMI harmless from any claims raised by third parties as a result of the use and/or publication of the aforementioned data and materials. This clause does not apply in cases of willful misconduct or gross negligence.

## **11.** *Solve et repete*

Under no circumstances may the Customer deny or delay payments on the agreed due dates or default on the obligations under the Agreement by alleging or raising any disputes concerning the proper performance of the obligations under the Agreement. In any case, the supposed non-fulfillment of the obligations set forth in the Agreement shall be made known to the other Party within 48 hours of its discovery.

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## 12. Express termination clause

Pursuant to Article 1456 of the Italian Civil Code, the Agreement shall be deemed terminated upon receipt of notice from one Party to the other indicating a willingness to invoke this clause if:

- the Customer violates the provisions of clause 3.4. “Guarantees, Commitments and Responsibilities of the Customer”;
- the Customer fails to pay what was agreed upon in the terms and manner stipulated in clause 5 “Term, Fee and Payment”.

In any case, Digital PMI shall be entitled to suspend the Services covered by the Agreement, within a 48 (forty-eight) hours’ notice, in case of non-payment of the agreed fees by Customer even of a single monthly fee. It is understood that the Customer shall still pay the fee for the Services already provided by Digital PMI.

## 13. Final clause

Any amendment to this Agreement shall be made in writing to be valid and with the express authorization of both Parties.

Should any provision of this Agreement be found to be invalid or ineffective, it shall be deemed deleted from this Agreement, which shall remain in full force and effect for the remainder. In such a case, the Parties agree to replace the invalid or ineffective clause with a provision as close as possible to the purpose of the invalid or ineffective clause.

Any discounts or vouchers will only be applicable to the reference year indicated therein.

## 14. Applicable Law and Jurisdiction

This Agreement shall be governed by Italian law. The Parties agree that any and all disputes arising, directly or indirectly, from this Agreement shall be the exclusive

### **DIGITAL PMI S.R.L.**

Via Fratelli Lumiere, 19 52100 - Arezzo (Italy) |  
Tel.: +39 0575 1827507 | info@digitalpmi.com | digitalpmi@legalmail.it | www.digitalpmi.com |  
C.F. e P.IVA: 02469450510 | C.C.I.A.A. R.E.A. AR-218116 | Capitale Sociale € 10.000 i.v.

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jurisdiction of the Court of Milan.

## 15. Complaints

For any complaints, please contact Digital PMI directly, at the addresses listed on

Oneminutesite <https://www.oneminutesite.it/contattaci/>.

## 16. Contact

Customers can contact Digital PMI directly by writing to: [info@oneminutesite.it](mailto:info@oneminutesite.it) or through Oneminutesite at the following link <https://www.oneminutesite.it/contattaci/>.

§§§

The Parties, pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, expressly approve the following clauses: 3.3. Obligations of the Customer; 3.4. Guarantees, commitments and responsibilities of the Customer; 3.5 Free Trial; 5. Duration, Fee and Payment; 6. Withdrawal and data migration; 7. Intellectual and industrial property rights and FLOSS licenses; 8. Appointment as data processor; 10. Limitations of liability; 11. *Solve et repete*; 12. Express termination clause; 13. Final clause; 14. Applicable Law and Jurisdiction.

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