



General Terms and Conditions for Subscription to AccessiWay Services

Background:

1. These General Terms and Conditions of Subscription to the AccessiWay Services, together with the Order Form and the Technical Annexes of the Services constitute the entire agreement between the Parties (henceforth also the "Subscription Agreement").
2. The purpose of the Subscription Agreement is to regulate the relationship between the company AccessiWay Srl (p.iva 12419990010), based in Turin (TO) Via Ettore Perrone, 5, 10122 (the "Company") and the customer.
3. Customers who sign the Subscription Agreement confirm that they have read this document and accept its contents in full.
4. The Subscription Agreement is concluded for the benefit of the parties and is binding on them, their universal and particular successors.
5. The Subscription Agreement constitutes the integral manifestation of all understandings and agreements between the parties in relation to the subject matter and constitutes the sole source of rights and obligations between them, superseding and annulling any previous verbal, written and/or concluded agreements by concluding facts.
6. In the event of any discrepancy between the provisions of the various documents making up the Subscription Agreement, the following documents shall prevail in the order indicated:
 - I. Order Form;
 - II. General Terms and Conditions of Subscription to AccessiWay Services;
 - III. Technical Annexes, referred to in the link indicated in this Order Form. The Technical Annexes shall apply solely and exclusively to the AccessiWay Services purchased by the Customer and indicated in the Order Form;

7. Any terms and conditions included in the purchase order by the Customer, other than those stated above, shall be ineffective and shall be considered unenforceable, unless AccessiWay expressly agrees to such terms in writing. For the avoidance of doubt, the Customer's terms shall not apply, even if AccessiWay executes or fulfils a Customer's order without an express objection to the terms of purchase referred to therein.
8. Any notice to be given under the contract shall be in writing, by registered letter with acknowledgement of receipt, with confirmation of receipt, or by certified e-mail to the address accessiway@pec.net.
9. Any tolerance by either party of conduct by the other in breach of the provisions contained in this Subscription Agreement shall not constitute a waiver of the rights arising from the breached provisions, nor of the right to demand the exact fulfilment of all terms and conditions contained herein.
10. The rights and remedies included herein are not exclusive, but are in addition to other rights and remedies available under applicable law.
11. The headings of the individual clauses have been placed for the sole purpose of facilitating the reading of the contract and, therefore, no account is to be taken of them for the purposes of its interpretation.
12. If any provision of the Subscription Agreement is found by a court or other competent authority to be invalid or unenforceable, such provision shall be deemed to be deleted from the Subscription Agreement and the remaining provisions shall remain and continue to remain in full force and effect.
13. The Company reserves the right to unilaterally update and/or amend the Subscription Agreement, including the Privacy Policy. Any such updates and amendments shall be effective immediately and notices thereof shall appear on the website www.accessiway.com and/or be sent to customers' email addresses.

1. DEFINITIONS

For the purposes of these Terms of Use, the following terms shall, unless expressly stated otherwise, be given the following meanings:

- a.** "Company" means AccessiWay S.r.l.
- b.** "Customer": the company signing the "Subscription Contract".
- c.** "Parties" means the Company and the Customer jointly;

- d. "Subscription Agreement": is the Agreement between the Parties, consisting of the set of General Terms and Conditions for AccessiWay Services, together with the Order Form and the Technical Annexes for the Services and governing the provision of AccessiWay Services;
- e. "Subscription": is the mode through which the Company offers its Services;
- f. "accessWidget software": plug-in software to improve the accessibility of the website for which the Customer has purchased a licence to use (from now on also "Customer website"), offered under the AccessiWay brand name.
- g. "Accessibility Services": all other services offered by the Company in order to support the Customer in the process of compliance with regulatory requirements on accessibility.
- h. "Order Form" means the document containing the description of the Licence Plan(s) and/or Accessibility Services purchased by the Customer.
- i. "Fee": means the cost for the services requested by the Customer in this Order Form.
- j. "Standard": indicates WCAG 2.1 level AA reference criteria.
- k. "Website": means the AccessiWay website at <https://www.accessiway.com/>.
- l. "Material" means any documentation, data, information or any other document provided by AccessiWay as part of the Accessibility Services;
- m. "User(s)": shall mean the users browsing the Customer's Internet Site.
- n. "Consumer": means a natural person acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out.
- o. "Activation Cost" means the cost of activating the Licence, which varies according to the number of Licences purchased.

2. OBJECT OF THE SUBSCRIPTION CONTRACT

- a. The object of the Subscription Contract is the purchase of the Company's Services, which shall be indicated in the Order Form.
- b. The Customer acknowledges that the Services are purchased in the form of a Subscription for the duration indicated in the Order Form.
- c. The Services shall be governed by these General Terms and Conditions of Subscription to the AccessiWay Services and, specifically, by the Terms of Use

of the Services.

3. DURATION AND FEES

- a. The initial term of the Subscription Contract (referred to as the 'Term') is indicated in the Order Form. AccessiWay shall invoice the Fee upon signature of this Order Form by the Customer.
- b. The Duration shall run from the signing of the Order Form itself.
- c. At the end of the Term, the Subscription Contract, in order to guarantee constant and continuous support, will be renewed automatically, on an annual and indefinite basis, until the Customer notifies AccessiWay in writing of their intention to terminate the Subscription Contract. Such notice, must be given at least 60 (sixty) days before the end of the current contractual period, by submitting the cancellation form available at this [link](#), to be sent to the email address amministrazione@accessiway.com.
- d. Termination of the Subscription Agreement by the Customer, made in accordance with the foregoing, shall result in non-renewal of the Subscription Agreement and termination of all Services provided by AccessiWay upon expiry, with no further obligations for AccessiWay.
- e. The Fee to be paid by the Customer to AccessiWay, for the Term and for subsequent automatic renewals, is set out in the Order Form.
- f. Once the terms for payment of the Consideration have expired, the Customer shall be liable to pay, in addition to the principal, default interest without the need for a notice of default in accordance with the provisions of Legislative Decree No. 231/2002, without prejudice to the further costs provided for therein and the greater damages.
- g. The Fee does not include:
 - any travel expenses - expressly requested by the client - (board, lodging, transfers, etc.), which will be budgeted in advance and billed in the final balance;
 - further services not expressly included in the Order Form, which may be chosen and purchased by the Customer.
- h. Also excluded are costs and out-of-pocket expenses relating to hardware and other supplies, hosting, on-site or, in any case, off-site activities of AccessiWay, and in general anything not explicitly stated in the Order Form

- i. The Customer acknowledges that the digital services sector is subject to rapid technological changes, cost variations and economic fluctuations. Therefore, Customer accepts that the Fee may, if necessary, be revised and adjusted to reflect such changes. Price revision will be based on the following criteria:
 - Change in direct costs incurred in the provision of services by AccessiWay, including but not limited to software, hardware and personnel costs;
 - Technological innovations or changes in the methods of delivery of AccessiWay services that lead to an improvement in the efficiency or quality of the services;
 - Significant changes in the economic environment that affect the cost of AccessiWay services, such as changes in exchange rates, inflation or changes in legislation.
- j. Any changes in the Fee shall be notified to the Customer in advance and shall come into effect as from the contractual year following such notification.
- k. If the Customer does not wish to accept the change in the Fee, Customer may give notice of termination in the form set out in point c).

4. CUSTOMER OBLIGATIONS

- a. The Customer undertakes to use the Subscription Services in accordance with the Terms of Use of the Services.
- b. The Customer is obliged to pay the Consideration, within the timeframe indicated in the Order Form. In the event of late payment of the Consideration, the Company reserves the right to suspend the Subscription at any time.
- c. With regard to AccessiWay Services, the Customer undertakes, for the entire duration of the Subscription Agreement, not to make, directly or through third parties, any form of transfer of employees or permanent collaborators of AccessiWay, without the prior written permission of AccessiWay. In this regard, the term "transfer of employees or permanent employees" is to be understood as any proposal for employment and/or cooperation in the European Economic Area, even on an occasional basis, which the Customer makes to AccessiWay employees, directly or indirectly, through subsidiaries and/or affiliates, or through companies that control

AccessiWay, or in any other way, and which is carried out for the purpose of:

- I. Employ employees or permanent collaborators of AccessiWay to carry out similar activities to those carried out by the employee or collaborator for AccessiWay, to the detriment of AccessiWay itself; or
- II. Engaging in acts of unfair competition within the meaning of Article 2598(3) of the Civil Code.

- d. The parties agree that the breach of the obligation under c) shall result in the customer who is in default being liable to pay compensation for damages to AccessiWay. For this purpose, the parties stipulate the application of a contractual penalty of 100% of the RAL of the employee who is the subject of the cancellation, or 100% of the annual remuneration of the employee who is the subject of the cancellation, in addition to compensation for any further damage that the breach of this prohibition may cause.
- e. The Customer, without prejudice to the foregoing, shall indemnify the Company for any sums that the Company itself may incur and/or be required to incur as a result of the Customer's liability, such as, but not limited to, legal fees, commissions and other costs.

5. LIMITATION OF LIABILITY OF THE COMPANY

- a. Subject to mandatory statutory provisions, AccessiWay's overall liability to the Customer in respect of any damage suffered by the Customer is limited to an amount equal to the Fee payable by the Customer under the Subscription Agreement.
- b. AccessiWay shall in no way be liable for any indirect, consequential or incidental, special, punitive damages, or losses of any kind (profits, contracts, data, etc.) that the Customer or any third party may suffer as a result of the Company's Services.
- c. AccessiWay shall not be liable for any damages resulting from force majeure events or unforeseeable circumstances beyond its will and/or control.

6. GUARANTEES

- a. The Customer acknowledges that AccessiWay may use, in the provision of

accessibility software and services, material licensed under Open Source or other types of free licenses (by way of example but not limited to: WordPress, OpenCart, Wave, etc.). Therefore, the Customer acknowledges that, with regard to these types of material, AccessiWay has no liability whatsoever, including for the absence of the aforementioned features or other defects of any kind and in general for any direct or indirect damage detected. The material used is in fact used "as is" (as it is found at the time of use) without any guarantee (implicit or explicit) and without the same being guaranteed to be free of defects (obvious or hidden) or to violate any rights of third parties. The Customer undertakes to accept and comply with the terms of the aforementioned licences.

- b. In case of purchase of the PDF Remediation Service of documents in digital format, AccessiWay is in no way responsible for the content of the PDF files sent by the Customer. In particular, the Customer acknowledges, accepts and authorises that the documentation sent may be processed by third parties during the remediation process.

1. INTELLECTUAL PROPERTY

- a. Customer expressly acknowledges and agrees that AccessiWay, by signing the Subscription Agreement, does not transfer any intellectual property rights in accessWidget to Customer. All right, title and interest, including all intellectual property rights relating to accessWidget, belong and shall remain the exclusive property of accessiBe Ltd. Customer acquires only the non- exclusive, non-transferable and revocable right to use accessWidget in accordance with the terms of this Agreement.
- b. AccessiWay grants Customer a limited, non-exclusive, non-transferable license to use accessWidget, solely for its internal, legitimate business purposes, subject to the terms and conditions set forth in this Agreement. This license does not include the right to do any of the following without accessiBe's prior written consent: modify, reverse engineer, decompile, create derivative works, distribute, license, rent, sell, lease, transfer, or otherwise make accessWidget available to third parties.

- c. Customer further acknowledges that any Materials shall remain the property of AccessiWay. Customer is granted a limited, revocable, non-exclusive, non-transferable license to use such Materials solely in connection with the Accessibility Services provided by AccessiWay, and such Materials may not be used for any other purpose. This licence does not include the right to create derivative works or to use the Materials for the creation of Customer- branded services.
- d. Customer agrees not to disclose, distribute, make available, share or otherwise transfer the Materials to third parties without AccessiWay's prior written consent. Any unauthorised use of the Materials by the Customer will constitute a violation of AccessiWay's intellectual property rights.
- e. In the event of violation by the Customer of the provisions relating to intellectual property as specified in this Article, AccessiWay reserves the right to claim compensation for damages suffered as a result of such violation.
- f. The Customer agrees that the provisions of this Article shall survive the termination or expiry of this Agreement for any reason whatsoever.

2. MAJOR FORCE

- a. If a force majeure event occurs, the party that is prevented from performing its obligations shall notify the other party thereof within three (3) business days giving all relevant details and shall use its best efforts to remedy the situation immediately.
- b. Neither Party shall be liable for any non-performance of its obligations under the Contract to the extent that performance has been hindered, delayed or prevented by an event of force majeure communicated in accordance with this Clause and the time of performance of the hindered obligation(s) shall be postponed accordingly.

3. AUTHORISATION TO USE THE BRAND

- a. By subscribing to the Subscription, the Customer authorizes AccessiWay and all companies belonging to the team.blue N.V. group to use their brand and logo free of charge as a commercial reference and for promotional

activities through the communication channels of AccessiWay and the companies belonging to the team.blue N.V. group.

4. ASSIGNMENT OF RIGHTS

- a. The Company reserves the right to transfer its rights and obligations under these Terms of Use to third parties, provided that the Customer's rights are not adversely affected. The Customer shall in all cases be notified of the transfer.

5. CONFIDENTIALITY AND PROMOTION

- a. Each party shall be bound, even during the course of the relationship, to keep confidential and proprietary information received by it confidential and to maintain it with security measures and care no less stringent than those applied to its own confidential information, ensuring adequate protection against unauthorised disclosure, reproduction or use. Confidential and undisclosed information shall mean that which is expressly marked as such by the Parties or which, because of its nature, is to be regarded as such.
- b. In no way, therefore, shall each party be authorised to divulge and/or disclose the other party's confidential and proprietary information, being bound to the utmost confidentiality and security in the handling of data, information, documents, procedures and/or any other confidential and/or proprietary information pertaining to the other party's activities or even indirectly connected thereto.

6. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- a. These general conditions of use are subject exclusively to Italian law.
- b. The Court of Turin shall have exclusive jurisdiction, derogating from the jurisdiction of any other court, for any dispute arising from the Licence, interpretation and evaluation of the Subscription Agreement.