

GENERAL TERMS AND CONDITIONS TINEXT CLOUD SA

Version 3.3-2024

1. SCOPE

1.1. **Scope**

These general terms and conditions (the "**Terms and Conditions**") are entered between the customer (the "**Customer**") and Tinext Cloud SA ("**Tinext**"), collectively, as the "**Parties**", and, individually, as a "**Party**", and are the sole agreement for the services provided by Tinext.

1.2. **Entire Agreement**

All rights and obligations of the Parties are governed in the following order of precedence by the offer ("**Offer**"), special terms and conditions, if any, and by this Terms and Conditions hereinafter all jointly referred to as the "**Agreement**". No supplement or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

No other documents, including Customer's terms and conditions, proposals, invoices, quotations, or request for proposal become part of this Agreement unless approved in writing by Tinext. In this case, additional terms shall be applicable only to the relevant business transaction.

2. TINEXT'S OBLIGATIONS

2.1. **General**

Tinext will perform the services in a professional and diligent manner in accordance with the Agreement.

2.2. **Working Hours**

Tinext's personnel works Monday to Friday, 8.30 a.m. to 12.30 p.m. and 1.30 p.m. to 5.30 p.m., except during Canton Ticino (Switzerland) holidays.

2.3. **Confidentiality**

For the entire term of the Agreement, Tinext undertakes to maintain the strictest confidentiality concerning any confidential information, as expressly classified by the Customer, arising out of and during the execution of the Agreement.

2.4. **Subcontractors**

Tinext has the right to use third parties for the performance of a part or the entire service unless a written refusal by the Customer.

Tinext will remain responsible for the performance and compliance of all services with the provisions of the Agreement. If the Customer expressly requests the involvement of a subcontractor, it shall bear the risk of improper performance by the relevant subcontractor.

2.5. **Information**

Duties

The Parties shall inform each other about any facts, and information that may be of interest for the fulfillment of the Agreement if there is no contractual or legal duty of confidentiality.

3. CUSTOMER'S OBLIGATIONS

3.1. **General**

The Customer shall use the services performed by Tinext in

compliance with the Agreement, the law, public order, and morality.

3.2. **Non-solicitation**

Unless expressly authorized in writing by Tinext, the Customer undertakes not to establish contractual relationships of any kind with Tinext's personnel or auxiliary personnel, directly or through a third party. This undertaking is effective from the start of the performance of the services and shall be effective for a period of twenty-four (24) months after the end of any contractual relationship. In the event of a breach, the Customer shall pay a conventional penalty to Tinext equal to twice the gross annual salary paid by Tinext to the relevant personnel during the last year of employment., without prejudice to the right to claim for further damages.

3.3. **Permitted Use**

The Customer undertakes to use the services solely for lawful purposes, permitted by applicable laws and regulations, and not to breach any rights of Tinext or third parties.

The Customer also undertakes (i) not to carry out any action that may compromise the security of systems provided to the Customer through the service; (ii) not to solicit the infrastructure made available by Tinext in a harmful way for its proper functioning (e.g. in the case of mail-bombing or broadcasting actions); (iii) not to provide or convey through the service content contrary to the law, public order, or morality (e.g. content inciting violence or discrimination of gender, race, religion, nationality, or health); (iv) to use the public IP addresses provided by Tinext in a lawful manner. Tinext has the right to act as it deems appropriate in the event of unlawful actions by the Customer. In particular, Tinext may interrupt or disable access to the service, report unlawful actions to the competent authorities, and cooperate with them. The Customer guarantees that all information and content, such as in particular, texts, data, trademarks, images, sounds, as well as other items including those subject to intellectual and industrial property rights, inserted, published, or disclosed through the service provided by Tinext, do not entail any infringement of third party rights, as the Customer is the exclusive owner or licensee or in any case has the lawful availability of the aforementioned rights.

The Customer undertakes to require its users to comply with obligations of lawful use at least equal to those undertaken in the Agreement.

3.4. **Backup**

The Customer knows the risks associated with the use of IT systems, in particular the risk of data loss. The Customer shall regularly create and adequately keep backup copies of the data and content entered by the Customer and the users in the hardware and software infrastructures provided by Tinext if this service (i.e., backup) is not contractually granted by Tinext. The Customer shall bear relevant risk, as well as the relevant insurance cover.

3.5. **Cooperation**

The Customer shall collaborate with Tinext to enable the fulfillment of the Agreement. In particular, the Customer shall make available to Tinext the resources, information, authorizations, and infrastructure necessary for the fulfillment of the Agreement and shall pay the agreed price within the agreed terms.

3.6. **Acceptance**

Unless differently agreed in the Offer, the service shall be deemed accepted upon explicit acceptance by the Customer or, in any case, 5 working days after delivery without the Customer having notified Tinext of any malfunctions or errors. The acceptance procedure shall apply only to the specified

deliverables for which delivery is expected, not to other products or services provided by Tinext.

3.7. Third-party Products or Services

The Customer hereby represents that, regarding products or services, including software, provided by third-party suppliers, and resold through Tinext with the authorization or agreement of the Customer, including the inclusion in the Offer of the third party's product or services:

(a) read and accept any terms of supply or license for use and
b) shall use the products in accordance with the terms and conditions indicated by such suppliers.

These products or services are provided under the applicable third-party supplier's terms and conditions, which constitute an agreement between the Customer and the third-party supplier, not with Tinext.

In providing these products, Tinext shall act as an agent, purchasing the products or services in its name and on behalf of the Customer.

These products and services are provided by Tinext on an "as is" basis and the Customer has the right to claim warranty remedies offered by the third-party supplier or by law directly against the third-party supplier.

4. PRICES AND PAYMENT TERMS

4.1. Prices

Prices are specified in writing in the Agreement. Otherwise, the Tinext's price list in force at the time of signing the Offer shall apply.

Prices are exclusive of VAT or other taxes required by law. Tinext reserves the right to modify service price annually according to variations in (i) the national consumer price index for Tinext Cloud SA or (ii) the FOI national consumer price index recorded by ISTAT for Tinext Italia S.r.l. Tinext will notify such changes to the Customer reasonably in advance.

4.2. Other Expenses

Unless otherwise specified, prices are exclusive of:

a) travel expenses. Tinext may invoice the Customer for travel time at the hourly rate valid for the resource required at the time of the travel, according to Tinext's price list, plus a kilometer charge of CHF 1.00/km, calculated according to the table provided by viamichelin.ch.

b) Any necessary out-of-pocket expenses for food, accommodation, highway charges, parking, or other. These expenses shall be invoiced in the final invoice.

4.3. Terms of Payment

Unless otherwise specified, the following payment terms shall apply:

- Software development projects. Tinext invoices 1/3 of the total project value upon Offer acceptance; 1/3 upon reaching the 50% project milestone; 1/3 upon project termination. Tinext invoices an amount of at least 15% of the project value for annual software maintenance. Recurring software maintenance costs are invoiced annually in advance.
- For recurring services, such as housing, hosting, domain management, e-mail, and Tinext invoices: (i) upon acceptance of the Offer, the fixed service activation cost and (ii) annually in advance the recurring service maintenance costs.
- For software licenses, recurring license fees are invoiced annually in advance.

The Customer shall pay each invoice within 30 days of receipt. If no objections are made within the payment term, the invoice will be deemed approved.

4.4. Payment Default

If the Customer does not pay an invoice by the invoice due date, i.e. 30 days term from the invoice date, the Customer will be automatically in default and shall pay interest on the invoiced amount from the 31st day from the invoice date at the rate of 7%. Tinext reserves the right to claim any further damage incurred by Tinext.

Tinext may suspend or terminate the services if the Customer does not pay any amounts due within the agreed terms.

Furthermore, Tinext reserves the right to invoice at least CHF 20 for each notice of default sent by registered letter.

4.5. Set-off

Without Tinext's prior written consent, the Customer shall not set off its debt against its claim towards Tinext.

4.6. Tinext's Special Lien

Until full payment of the amounts due by the Customer, Tinext has a special lien on the Customer's tangible goods or intangible rights, which are under Tinext's possession.

5. PERSONAL DATA PROTECTION

5.1. Processing of Personal Data

In compliance with the Federal Act on Data Protection (FADP) and the Regulation no. 2016/679 (GDPR), Customer's personal data already collected or to be later disclosed by Tinext will be processed in accordance with the Tinext Information Notice attached to the Agreement and the Data Processing Agreement, if applicable.

Both Parties shall comply with applicable laws on data protection and ensure that their employees, consultants, and third parties who are involved in the performance of the Agreement comply with them. This includes the adoption of appropriate technical and organizational security measures. If, for the performance of the service, Tinext is required to:

- collect data from third parties subject to the consent of the interested parties, it will be the Customer's responsibility to obtain this consent, including the eventual authorization to transmit data to Tinext, to allow Tinext to correctly fulfill the Agreement and comply with the law;
- process Customer's personal data, the Customer - if required by law - shall appoint Tinext in writing as a data processor, providing instructions for the processing of the data.

5.2. Access Credential

The Customer acknowledges and accepts that any operation carried out through the service is deemed to have been carried out by the Customer himself. If a third party becomes aware of the access credentials or other codes assigned by Tinext to the Customer, this could allow the unauthorized use of the service and the data processed through it. The Customer, therefore, undertakes to keep and use the credentials or codes with the utmost confidentiality and diligence, adopting appropriate security measures, and promptly informing Tinext of any unauthorized use or breach of security.

6. CONFIDENTIALITY

6.1. Trade Secret

The Customer acknowledges and agrees that the contents of the Offer, technical information and data, program data, price and cost structure, and administrative, marketing, and commercial information relating to Tinext or its products, are trade secrets of Tinext.

6.2. Confidential Information

"Confidential Information" includes all confidential and proprietary information or material disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") from which the Disclosing Party derives actual or potential

economic value, and which is clearly marked or verbally identified at the time of disclosure as "Confidential" or is disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential.

Confidential Information shall not include information that: (i) is or becomes publicly known through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession before being disclosed to the Receiving Party by the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by any other third party not bound by any confidentiality obligation with respect to such information; or (iv) is independently developed by the Receiving Party.

6.3. Protection of Confidential Information

The Parties acknowledge that each party may have access to the Confidential Information of the other party. Each party shall use reasonable care to protect the Confidential Information of the other party. In that regard, each party shall restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required to exercise its rights and fulfill its obligations under this Agreement and only if such persons are subject to nondisclosure restrictions at least as protective as those outlined in this Agreement. Neither party shall, without prior written approval of the other party, use for such party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under applicable law, rule, or order, provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, and provided further that the Receiving Party discloses no more Confidential Information of the Disclosing Party than is reasonably necessary in order to respond to the required disclosure.

6.4. Term of Confidentiality

The confidentiality obligation shall be effective for twenty-four (24) months after the end of any contractual relationship.

7. INTELLECTUAL PROPERTY

7.1. Intellectual Property Rights

No transfer of ownership of any intellectual or industrial property will occur under this Agreement. The Customer grants Tinxext a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Tinxext and its designees to perform the ordered services.

7.2. Ad hoc Software

Unless otherwise agreed in the Offer, if ad-hoc software is developed by Tinxext specifically for Customer, without the involvement of a licensor, and identified as such in the Offer, Tinxext shall - subject to full payment of the relevant fee - grant Customer a worldwide, non-exclusive, fully paid-up, royalty-free, sub-licensable and transferable license to reproduce and use the software.

7.3. Licensed Software

Licensed software is owned by Tinxext or a third party and is licensed to the Customer in object code only. The Customer may use the licensed software within the limits and under the conditions established by Tinxext or the third-party licensor. Unless otherwise agreed, the term of these rights is limited to the term of the Agreement.

7.4. Reuse of the Service and Advertising

Unless otherwise agreed, Tinxext reserves the right to provide similar services to other customers and/or to reuse documents or solutions produced for the Customer.

Tinxext is authorized to include Customer's name as a reference in Tinxext presentations or other promotional material, provided that no references shall be included to economic or technical information that could constitute - due to their accuracy and detail - a breach of confidentiality obligations.

8. WARRANTY

8.1. Use and Maintenance Licences

If software/hardware license or maintenance terms are included in the Agreement, the warranty contents set out in the license and maintenance terms shall apply.

8.2. Ad hoc Software and Projects

Tinxext shall use its reasonable endeavors promptly to correct, free of any additional fees or expenses, any reproducible software errors in any digital software developed by Tinxext that cause material non-conformance to the agreed specification and which affect multiple users of the relevant software ("**Errors**"), provided that such Errors are reported to Tinxext in writing within 30 days of the Customer's acceptance of UAT or relevant deliverable (or such other period as may be specified in the applicable Offer) (the "**Warranty Period**"). In reporting any Errors, the Customer shall specify any necessary information to identify them promptly, enabling Tinxext to act and implement required corrections.

If the Customer requests Tinxext to fix Errors after the expiry of the Warranty Period, or Tinxext reasonably determines that any Error reported to Tinxext during the Warranty Period was caused by the Customer's actions or by the Customer's failure to properly use any software, or relate to software not developed by Tinxext (e.g., hardware malfunctions evolutive maintenance, issues arising from bugs in the proposed/used third-party platforms, updates to new releases of the proposed/used third-party platforms), any services performed by Tinxext to correct such Errors shall be outside the scope of the services and Tinxext shall be entitled to additional remuneration for the same.

8.3. Maintenance Agreement

After the Warranty Period expires, the Customer may enter into a maintenance agreement to govern support and further maintenance.

8.4. SLA

When specific Service Level Agreements are attached to the Offer, they shall apply to the resolution failures and/or anomalies.

9. LIABILITY

9.1. Limitation of Liability

Tinxext's liability shall be unlimited for damages caused by willful misconduct or gross negligence.

Notwithstanding the foregoing, Tinxext's aggregate and cumulative liability to Customer for any direct damages under this Agreement, whether asserted in contract or tort, is limited to 20% of the amount paid by Customer to Tinxext during the twelve (12) month period immediately preceding the event giving rise to the damages. To the extent permitted by applicable law, in no event Tinxext shall be liable for loss of revenue, profit, goodwill, downtime costs, business interruption, diminished business value, loss or damage to data, anticipated savings; or for any special, incidental, indirect, exemplary, punitive, or consequential damages.

Tinxext shall not be liable for any damages suffered by the Customer as a result of service interruptions due to

maintenance work planned and previously notified to the Customer, or due to events caused by changes and/or updates to hardware/software/licenses by the Customer or by third parties with no connection to actions by Tinext.

9.2. Force Majeure

Neither Party shall be liable for any failure to perform, delay, or damage caused by any act, event or omission beyond the reasonable control of the Parties ("**Force Majeure Events**" such as strike, civil war, insurrection, riot, war, fire, sabotage, storm, flood, earthquake, breakdown of production facilities, building collapse, compliance with orders of authority, requisition shortages of raw materials or fuel or another source of energy, unavailability or failure of services or infrastructure belonging to the Customer or third parties, in particular caused by the interruption of power lines or other transmission cables or the internet, not related to a Party's acts or omissions, cyber-attacks or other illegal activities suffered to a Party's infrastructure without fault). In no event shall a Force Majeure Event have the effect of discharging or postponing the Customer's payment obligations under this Agreement. The Party affected by a Force Majeure Event shall make every reasonable effort to remedy such situation and promptly perform its obligations. If the Force Majeure Event lasts for more than four (4) months, each Party shall be entitled to terminate the Agreement with immediate effect after the four months have elapsed, by notifying the termination to the other Party in writing by registered letter or certified mail.

9.3. Indemnification

Customer agrees to indemnify and hold Tinext harmless from any claims, losses, damages, cost, liabilities, or expenses, including legal costs, made or incurred by Tinext based on any third-party claim as (i) a consequence of the Customer's unlawful acts or the Customer's unlawful use of the service provided by Tinext, (ii) non-fulfillment of the obligations undertaken with the acceptance of the Agreement, (iii) breaches related to Customer's input of data through the service provided by Tinext, or (iv) Customer's use of third-party products or services in a manner that does not comply with the relevant terms of use, (v) breaches arising from the Customer's infringement of third party intellectual property rights.

Each Party ("**Indemnifying Party**") will indemnify and settle third party claims against the other Party ("**Indemnified Party**") for infringement of third party intellectual property, tangible property damage, bodily injury, and death caused solely by the Indemnifying Party's breach of contract, negligence or wilful misconduct, provided that the Indemnified Party: (a) promptly notifies the Indemnifying Party of such claims; (b) co-operates with the Indemnifying Party in the defence of the claims; and (c) grants Indemnifying Party sole defense of such claims.

10. TERM AND TERMINATION

10.1. Term

This Agreement shall enter into force when the first of the following conditions are met: signature of the Offer or the Agreement or the date of actual start of performance by Tinext.

10.2. Term and Renewal

Unless otherwise agreed in writing, these General Conditions shall be effective for three (3) years unless a different term is specified in the Agreement itself (both of which are hereinafter referred to as the "Agreement Term").

The Agreement shall be tacitly renewed for a period equal to the Agreement Term (i.e., 3 years or such other term as may be specified in the Agreement) if neither Party terminates the Agreement by giving three (3) months' prior written notice to the other Party by registered mail or by certified email.

10.3. Termination

Tinext may terminate this Agreement immediately upon written notice to the Customer in the event:

- of any material breach of this Agreement by Customer, including payment obligations, which breach is not remedied within fifteen (15) days after receipt of a written notice from Tinext, specifying the nature of the breach, requiring that the same be remedied, and stating the intention to terminate the Agreement if the breach is not remedied.
- to the extent permitted under bankruptcy or insolvency rules of the applicable laws, in case bankruptcy or insolvency proceedings, whether voluntary or involuntary, are properly commenced or are likely to be commenced based on objective evidence by or against the Customer.

10.4. Consequences of Termination

Upon termination of the Agreement, the Customer shall immediately pay Tinext all fees due up to and including the effective date of termination. The Customer agrees to remove any of its property or to transfer its data within the end of the Agreement, promptly informing Tinext - and in any case before the date of termination - of any requests related to the personal data in Tinext's possession (such as, in particular, return or destruction). Once the Agreement is terminated, the Customer hereby authorizes Tinext to dispose of its physical and virtual spaces and to delete the data contained on the servers.

10.5. Survival

Provisions concerning confidentiality, non-solicitation, as well as those concerning the rights of protection and use of intellectual property shall survive the termination of the Agreement.

11. FINAL PROVISIONS

11.1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, and representations whether oral or written.

11.2. Customer Representatives

The customer is obliged to provide Tinext with and keep up-to-date a list containing the names of the persons, other than those indicated in the Agreement, authorized to request services from the latter. Tinext will not comply with any request from persons not on this list or not having representative powers for the Party.

11.3. Amendments

Tinext reserves the right to amend the Terms and Conditions at any time. Tinext shall notify in writing the amendments to the Customer for acceptance.

If the amendment results in a significant worsening for the Customer, it shall have the right to terminate the Agreement within 30 days after Tinext's notice. Termination will be effective three (3) months after receipt of the termination notice, which shall be sent by registered letter or certified e-mail.

In the event of termination, no amendments shall apply to the Agreement until the expiry.

If no notice of termination is given, the amendments shall be deemed approved and shall enter into force 30 days from the date of the notice of amendments or the other date specified in the notice.

11.4. Amendments Form

No amendment of this Agreement will be binding unless in writing and signed by each Party.

11.5. Assignment

Neither Party may assign or transfer this Agreement without the other Party's written consent. Notwithstanding the foregoing, Tinext may assign or transfer the Agreement to a controlling or controlled company.

11.6. Severability

If any term, condition, or provision of this Agreement is considered invalid, unenforceable, or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions, or provisions, or portions of them, will not be affected. Invalid or unenforceable provision may be replaced by another provision that comes as close as possible to the economic objective of the Parties.

11.7. Applicable Law

This Agreement shall be construed, interpreted, enforced, and governed by the laws of Switzerland. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to this Agreement is excluded.

11.8. Place of Delivery, Place of Performance and Venue

Any disputes arising in connection with the interpretation or implementation of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Lugano. Lugano is the place of performance and the place of execution.

(date and signature)

INFORMATION NOTICE ON PERSONAL DATA PROCESSING

vs. 1.2024

Tinext Cloud SA, as Data Controller, wishes to provide, pursuant to and in accordance with Sections 13 and 14 of Regulation (EU) 2016/679 - General Data Protection Regulation ("GDPR") and Section 19 of the Federal Act on Data Protection ("FADP"), certain information regarding the purposes, methods and scope of communication and disclosure of personal data provided by the recipient of this communication ("Entity"), if self-employed, or by its employees and consultants (jointly referred to as "Data Subjects") during the performance of a contract (the "Agreement") with the company and/or its affiliated companies.

1. DATA CONTROLLER

The data controller is Tinext Cloud SA, located at Viale Serfontana 7, 6834 Morbio Inferiore ("Controller" or "Company").

2. CATEGORIES OF PROCESSED PERSONAL DATA

Depending on the type of services the Data Subject uses, the Controller collects the following personal data:

1. Identity Data: such as name, surname, nationality, city.
2. Professional Data: such as job title, work experience, and professional address.
3. Contact Data: phone number, e-mail address.
4. Banking and financial data, only to the extent that they are necessary for the execution of the Agreement.
5. Details of the Company's interactions with Data Subject and the products and services used.

All personal data processed (hereinafter simply "Data") are voluntarily provided to use the services or products under the Agreement.

3. PURPOSE OF THE PROCESSING AND RETENTION PERIOD

Purposes	Retention Period
3.1 Administrative-accounting obligations and fulfillment of legal obligations: comply with applicable laws and regulations, and reply to public authorities' requests.	The retention period provided for by the applicable law regarding processing carried out for the relevant purpose.
3.2. Execution of the Agreement: provide products and services to the Data Subjects, fulfill contractual obligations, and other related purposes, including the performance of the negotiations and the verification of the services' quality.	For the term of the Agreement and, after termination, for 10 years.
3.3. Management of claims with Data Subjects: exercise or defense of a right in extrajudicial and/or judicial resolution.	For the entire term of the extrajudicial and/or judicial proceedings, until the expiry of the time limit for filing legal claims and/or appeals.
3.4. Marketing: sending satisfaction surveys, information/promotional communications on services and	Two years or until withdrawal of consent

products offered, and events organized, by the Company and/or by other companies of the same group or third parties operating in the ICT fields.	
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After the above-mentioned retention periods have expired, personal data will be destroyed, deleted, or anonymized, subject to technical deletion and backup procedures.

4. LEGAL BASIS FOR THE PROCESSING

The processing of the Data Subjects' Data for the purpose listed above is:

- 3.1 justified by the law: the processing is mandatory to comply with applicable laws and public authorities.
- 3.2 justified by the overriding private interest of the Company: the processing is mandatory to perform the Agreement.
- 3.3 justified by the overriding private interest of the Company: mandatory to protect the Company's rights.
- 3.4 subject to Data Subjects' consent.

5. DATA RECIPIENTS

Data Subjects' Data will be accessed only by those employees duly authorized and instructed to access Data by the Company. The Company might communicate the Data Subjects' Data to third-party service providers, whose activities are mandatory by law or necessary for the performance of the Company's obligations. Third parties are entrusted with processing activities and appointed as processors when required by applicable laws. Please read the following chart by way of example:

Categories of recipients	Purposes
Controlling company, subsidiaries and/or affiliates	Fulfillment of administrative and accounting requirements as well as those connected with the services under the Agreement
Third party technical providers	Supply of services (assistance, maintenance, delivery/shipping of products, performance of additional services, providers of networks and electronic communication services) associated with the Agreement.
Tax or legal advisors	Assistance and consulting in accounting, administrative, legal, financial and tax issues.
Bank and insurance company, postal services	Managing payments, reimbursements and related to the Agreement.
Public authority	Fulfillment of legal obligations, defend right of the Company, execution of orders.

6. CROSS-BORDER DISCLOSURE OF PERSONAL DATA

The Data Subjects' Data shall be processed in the country where the Data Controller is located and within countries of the European Economic Area that provide adequate protection and are listed in Annex 1 of the Data Protection Ordinance.

7. RIGHTS OF DATA SUBJECTS

Data Subjects shall have the rights outlined in Articles 25 et seq. of the FADP and Articles 16 et seq. of the OFADP.

In particular, the Data Subjects may request from the Controller access to the data, their deletion, the rectification of inaccurate data, integration of incomplete data, as well as the restriction of processing in the cases provided for in Articles 25 et seq. FADP and Article 32 FADP.

Data subjects also have the right to receive in a usual electronic format the Data concerning him or her or to demand its transmission to another data controller if the conditions for the exercise of the right to have the Data delivered or to demand its transmission to a third party are met, as provided for in Article 28 FADP.

These rights may be exercised by contacting the Company at privacy@tinext.com.

Data subjects may also file actions concerning the protection of personality by requesting the prohibition of specific processing of Data, prohibition of the disclosure of Data to third parties, and deletion or destruction of Data, as provided for in Article 32(2) FADP.

9. AN AUTOMATED DECISION-MAKING PROCESS

There is no automated decision-making process for Data Subjects profiling.

10. REPRESENTATIVE OF DATA CONTROLLER

According to section 27 GDPR, the Data Controller designated Tinext Italia S.r.l. as a representative established in a Member State, reached at privacy@tinext.com

11. CHANGES

The Data Controller reserves the right to modify or update the content of this Information Notice, giving prompt notice to the Entity.

12. ADDRESS TO CONTACT THE DATA CONTROLLER

If the Data Subject or the Entity has any doubt about this information notice or wants to exercise the rights provided by this information notice, they can contact the Company at the following email address: privacy@tinext.com

CONSENT

I hereby give my consent for sending me information/promotional communications according to the marketing purposes described above.

Yes ☐ No ☐

(date and signature)