SPECIFIC SERVICE CONDITIONS
WEB – 10/2019

Clauses applicable to all Web services

1. The Customer undertakes to provide the material and/or information necessary for the development of what has been agreed in the Contract within 90 (ninety) days of its signature. Qcom reserves the right to withdraw from the Contract without any penalty and/or liability if the Customer does not meet the above deadline. It is understood that any down payment or fees already paid by the Customer will be used to reimburse the costs incurred by Qcom.
2. The creation/delivery of logos, texts, translations, photographs, videos and all data deemed necessary is always to be understood in electronic format and at the Customer's expense, unless otherwise specified.
3. Any source code used for the development of the Services will remain the property of Qcom.
4. For all Services for which the Customer requests the use of their personal/company account (e.g. Google, Facebook, LinkedIn), Qcom must be able to use the Customer's credentials; it is understood that Qcom will limit the use of such credentials exclusively to the activities agreed with the Customer.

THE APP

Features The Data Entry service (entry of products, photographs, texts) included in the go-live covers twelve (12) products or services. Any extras will be quoted per project.
Development times range from 30 to 90 working days depending on the complexity of the project. Any delays attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines. For urgent work, the hourly cost is that defined in the price list in force, available by calling Customer Service on 800 121 997.
The digital content produced (by way of example but not limited to, the graphics, the concept, the texts or any content in the DataBase) will become the property of the Customer only when all payments have been made.
The Support Fee is free of charge for the first year. From the second year, the costs will be those indicated in the Contract Proposal. Support includes telephone and/or personal assistance on web issues, advice, minor work on the site, and support and maintenance of the back office up to 3 hours/year.
Tacit Renewal of the Support Service Automatic renewal in the absence of written notice sent by PEC (certified email) or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

AUGMENTED REALITY APP

Features The 3D files, useful for reconstructing your products in augmented reality, must be delivered in the following formats: OBJ, 3DS, FBX, with a number of polygons ranging from 50,000 to 250,000.
Development times range from 30 to 90 working days depending on the complexity of the project. Any delays attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines. For urgent work, the hourly cost is that defined in the price list in force, available by calling Customer Service on 800 121 997.
The digital content produced (by way of example but not limited to, the graphics, the concept, the texts or any content in the DataBase) will become the property of the Customer only when all payments have been made.
The Support fee includes telephone support on web issues and/or advice, as well as any software updates needed to keep it compatible with updates to mobile operating systems.
Publication is subject to the acceptance rules of the Google and Apple App Stores, which will assess the suitability of the App according to the criteria defined by Apple and Google and published online on their websites. Qcom is therefore in no way responsible if the App is not accepted by Google and/or Apple.
Tacit Renewal of the Support Service Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment.

For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

THE SITE

Features The Data Entry service (entry of products, photographs, texts) included in the go-live covers twelve (12) products or services. Any extras will be quoted per project.
Development times range from 30 to 90 working days depending on the complexity of the project. Any delays attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines. For urgent work, the hourly cost is that defined in the price list in force, available by calling Customer Service on 800 121 997.
The digital content produced (by way of example but not limited to, the graphics, the concept, the texts or any content in the DataBase) will become the property of the Customer only when all payments have been made.
The Support Fee is free of charge for the first year. From the second year, the costs will be those indicated in the Contract Proposal. Support includes telephone and/or personal assistance on web issues, advice, minor work on the site, and support and maintenance of the back office up to 3 hours/year.
Tacit Renewal of the Support Service Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

THE COMMERCIAL

Features For all Services for which the Customer requests the use of their personal/company account (e.g. Google, Facebook, LinkedIn), Qcom must be able to use the Customer's credentials; it is understood that Qcom will limit the use of such credentials exclusively to the activities agreed with the Customer.
Development times range from 30 to 90 working days depending on the complexity of the project. Any delays attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines. For urgent work, the hourly cost is that defined in the price list in force, available by calling Customer Service on 800 121 997.
The digital content produced (by way of example but not limited to, the graphics, the concept, the texts or any content in the DataBase) will become the property of the Customer only when all payments have been made.
The Support Fee is free of charge for the first year. From the second year, the costs will be those indicated in the Contract Proposal. Support includes telephone and/or personal assistance on web issues, advice, minor work on the site, and support and maintenance of the back office up to 3 hours/year.
Tacit Renewal of the Support Service Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

WEBSITE

Features The Data Entry service (entry of products, photographs, texts) included in the go-live covers twelve (12) products or services. Any extras will be quoted per project.
Development times range from 30 to 90 working days depending on the complexity of the project. Any delays attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines. For urgent work, the hourly cost is that defined in the price list in force, available by calling Customer Service on 800 121 997.
The digital content produced (by way of example but not limited to, the graphics, the concept, the texts or any content in the DataBase) will become the property of the Customer only when all payments have been made.
The structure of “The Shop” cannot be modified aesthetically except for colours, logos, texts and photographs.
Support includes telephone and/or personal assistance on web issues, advice, minor work on the site, and support and maintenance of the back office.
The Shop is an online sales platform that the Customer may use against payment of the monthly fee. It is understood that the Customer does not in any way become the owner of the platform.
Tacit Renewal of the Support Service Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

E-COMMERCE

Features The Data Entry service (entry of products, photographs, texts) included in the go-live covers twelve (12) products or services. Any extras will be quoted per project.
Development times range from 90 to 150 working days depending on the complexity of the project. Any delays

attributable to the Customer (by way of example but not limited to, delays in sending the material needed to carry out the project) will suspend the delivery deadlines.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

COOKIES POLICY

Features The Customer is responsible for providing the information in the "Cookies Used" table, and for its correctness, which is necessary to comply with the obligations laid down by law and the applicable regulations. The Customer is required to notify any changes.
If the site has been developed by a third party, the Customer, on pain of nullity of the contract, is required to provide Qcom with both FTP access with write permission and administrative access to the CMS (or back office, where present).
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment.

ONLINE ADVERTISING CAMPAIGN

Features Where the Customer requests customised graphics for advertising banners, these must be specifically priced.
The duration of the project-based Advertising Campaign will be indicated in the relevant Commercial Offer. The service includes a monthly report sent by email every thirty days from the start of the campaign. An in-depth review of the data collected and of the activity carried out every quarter (via Skype or at Qcom's premises) with a specialist. Other types of consultancy and support must be specifically priced. The Duration of the Online Advertising Campaign will be indicated in the relevant Commercial Offer and coincides with the duration of the contract. The minimum duration is 3 months. The Value of the campaign may not be less than €600 excluding VAT.
Tacit Renewal Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

CONSULTANCY and REPORTING

Features Travel hours will also be counted in the calculation of consultancy hours.
Tacit Renewal Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

ONLINE MARKET RESEARCH

Features Travel hours will also be counted in the calculation of consultancy hours.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment.

COPYWRITING and ONLINE COMMUNICATION

Features The management of any comments from end users is not included in the Service.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

E-MAIL MARKETING

Features The annual mailings included are 200,000 (two hundred thousand). If this number is exceeded, an ad hoc contract must be entered into. Training on the platform will last a maximum of 4 hours, at the premises of Qcom spa, or via Skype or by telephone. This contract does not include the creation of ad hoc templates or the correction of graphics and/or images inserted by the customer. The Customer declares that it will provide lists of addresses to be used for the Newsletter service that comply with the regulatory requirements in force on both privacy and promotional activity. The Customer undertakes to remove non-existent and/or incorrect email addresses from the recipient lists entered in the platform. If the percentage of incorrect addresses exceeds 10%, Qcom reserves the right to withdraw from the Contract for just cause. Qcom will access the platform exclusively for maintenance activities necessary for the provision of the Service.
Web Services (Facebook – Instagram) as page administrators The Customer must appoint a Qcom person as Page Administrator who, in managing the requested activities, may also view the personal data of the people who contact the Customer's page. It is understood that Qcom will process such data in compliance with the legislation in force.
Tacit Renewal Automatic renewal in the absence of written notice sent by PEC or registered letter with return receipt 30 (thirty) days before the contract expiry date.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment. For the fees, 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already

paid.

PREPAID SUPPORT, CONSULTANCY, TRAINING

Features Travel hours will also be counted in the calculation of consultancy hours.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment.

GRAPHICS, PHOTOS and VIDEOS

Features Any changes to the video and/or photographs requested by the customer after approval of the drafts will be subject to a specific economic offer.
Early Withdrawal If the one-off fee is paid in instalments, the balance is due in a single payment.

INFLUENCER MARKETING

Features: Qcom will provide the Influencer Marketing service directly or via qualified Partners. The activities included may comprise: a) the writing and publication of content (text, photographic or video) after testing a product/service offered directly by the Customer; b) the writing and publication of content (text, photographic or video) after Bloggers take part in an event organised by Qcom and/or the Customer; c) the writing and publication of advertorials based on the instructions received from Qcom and/or the Customer; d) the insertion of the Customer's advertisements in Blogs or social channels;
the insertion of links to e-commerce platforms of the client and/or Qcom and/or third parties indicated by the Customer and/or Qcom; f) the preparation of surveys on the Customer's products and/or services.
Qcom undertakes to: a) select the most qualified Bloggers/Influencers from time to time to carry out the marketing services entrusted to Qcom based on the instructions provided by the Customer; b) coordinate and monitor the publication of the content produced by the Bloggers/Influencers; c) coordinate and monitor the insertion of advertising content produced by the Customer in Blogs or social channels; d) coordinate and monitor the insertion of links, in Blogs or social channels, to e-commerce platforms of the Customer and/or Qcom and/or third parties; e) endeavour to ensure that the Bloggers/Influencers keep the content on their social channels without ever deleting it; f) where services for drafting and publishing reviews and/or advertorials are provided, send the client the list of posts published within 60 days of the publication of the last review; g) endeavour to ensure that the Bloggers/Influencers indicate within or at the foot of their publications that they are the result of a working collaboration (sponsored post).
The Customer undertakes to: a) provide, in the manner and time agreed in the assignment, the materials (products, leaflets, press kits, source codes of any content, link to its own e-commerce site, etc.) and the Briefs to be submitted to Qcom and/or to the Bloggers for the provision of the commissioned services; b) when supplying products for testing by the Bloggers/Influencers, provide Qcom and/or the Bloggers with instructions for their correct use, reporting any substances or components that may cause allergies and/or are in any case even potentially harmful to health; c) if the Customer organises an event to present products/services, prepare, in the manner and time agreed in the assignment, a location suitable for the event organised; d) the Customer also acknowledges that, since the content written by the Bloggers is published on websites external to Qcom or to those of its Partners, Qcom is not able to delete/modify such content directly.

Commencement of the term for the performance of the contract

- The parties expressly agree that the terms indicated in the assignment for performing the services will run from the delivery by the Customer to Qcom of all the materials (products, leaflets, press kits, source codes of any content, link to its own e-commerce site, etc.) and of the Briefs needed to perform the contract.
- In the case of the provision of services that include the participation of Bloggers/Influencers in an event organised directly by the Customer, the terms for the performance of the services will run from the date on which the event itself takes place.
- In the case of the provision of services that include the participation of Bloggers/Influencers in an event organised by Qcom, with a location made available by the client, the terms for the performance of the services will run from the date on which the client actually makes the location available.

Exemption from liability

- The client acknowledges that Qcom does not have direct control over the content of the reviews published by Bloggers/Influencers on their Blogs/social channels and consequently over the related comments; Qcom therefore cannot be held liable for any publication of content contrary to law or regulations, contrary to morality or public order or that infringes the rights of third parties, it being understood that, in such cases, Qcom will cooperate with the Customer to bring the breach of law to an end and/or remove the unlawful content.
- In the event of publication by Bloggers/Influencers of reviews and/or content having a negative value, of which the client intends to request removal and/or modification, Qcom undertakes to contact the Bloggers/Influencers so that they do so, without prejudice to the fact that Qcom will be exempt from any contractual and/or non-contractual liability if such content is not removed/modified.
- In any case, Qcom will not be responsible for technical problems, malfunctions and/or anomalies of the websites hosting the Blogs that may result in the temporary and/or permanent inaccessibility of the content of the services subscribed to by the client.

It is specified that any forecast of results (also called “KPI”) is based on the data provided by the social networks at the time the project is defined. Such KPIs may change following changes to the algorithm used by the social networks, over which Qcom has no control or possibility of verification. Therefore, the KPIs provided are to be considered reliable results, but do not constitute a commitment to achieve results.

This document is an English translation of the original Italian document and is provided for ease of reference. The translation may contain errors, omissions or inaccuracies. In the event of any discrepancy or inconsistency between this translation and the Italian original, the Italian original shall prevail to the extent permitted by applicable law.