

## GENERAL CONDITIONS FOR PARTNERS

of **SMACE S.r.l.**, which operates the platform referred to at <https://www.smace.com/>, for the organization and management of corporate meetings and offsites, in beautiful locations.

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### COMPANY DATA.

**SMACE S.r.l.**, headquartered in Milan (MI), Via Fatebenefratelli, No. 20, registered with the Milano Monza Brianza Lodi Register of Companies, No. 2787350, VAT No. IT02079450389 (hereinafter also "**SMACE**").

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### PREAMBLE

SMACE has developed a Platform that enables SMACE contracted Partners to independently provide, directly (without intervention by SMACE), certain Services aimed at organizing meetings and corporate offsites. Said Services, once uploaded to the Platform by the Partner, are available for booking directly (without SMACE intervention) by SMACE Clients.

SMACE, therefore, through the Platform, facilitates the meeting between the demand, of Customers, and the supply of Partners.

This document contains the general terms and conditions that SMACE applies to Partners, for accessing the Platform and offering their Services to SMACE Clients ("**General Terms**"). These General Terms and Conditions are also supplemented by any additional contractual elements, terms and/or conditions, whether determined or determinable, that are provided and indicated directly on the Platform ("**Additional Platform Terms**").

The Partner, by signing these General Terms and Conditions, declares that he/she has read and accepts, without reservation, all the provisions and clauses set forth in the General Terms and Conditions and the Additional Platform Terms.

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## 1. DEFINITIONS

1.1. Unless otherwise defined, capitalized and boldface terms used in these General Terms and Conditions shall be given the following meanings. Said terms may be used, as the case may be, in the singular or plural.

**"Customer"**: means the customer of SMACE, who purchases the Services.

**"Contract"**: means the contract between SMACE and the Partner, which consists of these General Terms and Conditions, as well as the Additional Platform Terms, which supplement these General Terms and Conditions. **"General Terms and Conditions"**: means these General Terms and Conditions.

**"Offsite"**: means, as a result of the booking made by the Client, the set of Services that will be provided in favor of the Client, for the individual event organized by the Client.

**"Participant"**: means the natural person who, as an employee and/or collaborator of the Client and/or by virtue of another relationship with the Client, participates in the Offsite organized by the Client through the Platform.

**"Partner"**: means the entity that, as a result of signing this Agreement with SMACE, provides the Services.

**"Platform"**: means the platform accessible to the website <https://www.smace.com/>.

**"Services"**: means the services offered by SMACE Affiliated Partners through the Platform, including Venue and Ancillary Services, according to the choices made by the Customer.

**"Ancillary Services"**: means any other service, other than Venue, made available on the Platform by SMACE Affiliated Partners. The number of Ancillary Services is constantly changing; a list of usable Ancillary Services is included on the Platform. Merely by way of example and not exhaustive, the following are mentioned: meeting room and work spaces; overnight stay; various services at the Venue; food & beverage; meeting planner; extra internet connectivity; entertainment (e.g., dj set); photo and video content creation; gadgets; carbon neutrality; team building activities; training activities; leisure activities in the area;

transportation and logistics; etc.

**"Additional Platform Terms"**: means all additional contractual elements, terms and/or conditions, whether determined or determinable, supplementing these General Conditions, which are provided for and indicated directly on the Platform. In other words, whenever these General Terms and Conditions, as a supplement to the General Terms and Conditions, make reference to and/or by reference to contractual elements, terms and/or conditions, whether determined or determinable, set forth directly on the Platform, such contractual elements, terms and/or conditions shall consist of the Additional Platform Terms.

**"Venue"**: means the accommodations (mainly hotels, hotels, event spaces, relais, farmhouses, villas and resorts) located in different locations, made available on the Platform by Partners affiliated with SMACE.

1.2. This is without prejudice to the use in these General Terms and Conditions of other terms in capital letters and bold type, although not listed in the list of "Definitions." Such other terms shall have the meaning ascribed to them in the appropriate clauses of these General Conditions in which they are used.

## **2. SUBJECT**

2.1. These General Conditions govern the contractual terms and conditions between SMACE and the Partner regarding the provision of the Services, which the Partner offers to SMACE's Clients, as well as the terms of access and use of the Platform by the Partner. It is understood that these General Terms and Conditions will apply to every Service that the Partner offers/delivers to the Client, and therefore, also to those limited Services that were offered outside the Platform. These General Conditions are also supplemented by the Additional Platform Terms.

2.2. Through the Platform, SMACE enables the Partner to independently, and directly (without SMACE intervention), offer Clients a range of Services to perform and manage Clients' Offsites.

2.3. These Services may include: Venue and/or other ancillary services, such as: meeting room and work spaces, overnight accommodations, various services at the Venues, food & beverage, meeting planner, extra Internet connectivity, entertainment (e.g., dj set), photo and

video content creation, gadgets, carbon neutrality, team building activities, training activities, on-site leisure activities, transportation and logistics, other services aimed at conducting and managing meetings and corporate offsites ("**Ancillary Services**"). The number of Services is constantly evolving.

2.4. The Partner acknowledges and agrees that there are other Partners of SMACE, and SMACE itself, on the Platform that offer Services that may sometimes compete with the Services offered by the Partner. The Partner, therefore, acknowledges and agrees, that through the posting of one or more Services on the Platform, it is not granted any exclusive rights with respect to that Service(s) offered.

2.5. These General Terms and Conditions are published on the Platform, indicating the date of the last update. The contractual relationship with the individual Partner will be governed by the General Conditions applicable on the date of conclusion of the Contract, subject to SMACE's right, at its own discretion, to make changes to these General Conditions. If SMACE intends to change the General Terms and Conditions, it shall notify (including through the Platform) the Partner of the changes it intends to make, at least 30 calendar days in advance of the effective date of the changes. The Partner, therefore, upon receipt of the notice regarding the modification, will have 30 calendar days to exercise the right to withdraw from the Contract. If the Partner fails to exercise the right of withdrawal, within the aforementioned time period, the amendments made by SMACE to these General Terms and Conditions shall be deemed accepted and therefore fully effective and applicable to the relationship between SMACE and the Partner.

### **3. PROCEDURE FOR THE FORMATION OF THE CONTRACT BETWEEN SMACE AND THE PARTNER**

3.1. For the purpose of concluding the Contract with SMACE, the Partner must access the Platform referred to at <https://www.smace.com/>, and proceed to create its own confidential account (with registration of an email address and password).

3.2. Once the Partner has created its reserved account, the Partner shall proceed to accept these General Conditions (as well as the Additional Platform Terms), and, where provided on the Platform, to pay the Access Price (as defined *below*). The Contract between SMACE and the Partner shall be deemed to be concluded when, as a result of the Partner's

acceptance of these General Conditions and the Additional Platform Terms, the payment of the Access Price made by the Partner is successful. SMACE, upon the Partner's acceptance of these General Terms and Additional Platform Terms, and upon verification of the successful payment of the Price, will send the Partner a confirmation e-mail about the conclusion of the Contract (said confirmation e-mail will also contain these General Terms and Conditions as well as the Additional Platform Terms that supplement the General Terms and Conditions).

3.3. After the conclusion of the Contract, the Partner must undergo a compliance check concerning the Services that the Partner intends to offer through the Platform, i.e., essentially, that the Services are in line with the type of Services offered through the Platform (it must therefore be functional Services for Offsite organization), and the existence of high quality standards, appropriate with respect to a professional clientele. Said compliance check is based primarily on self-declarations made by the Partner and documents made available by the Partner, without SMACE having to provide verification as to the exactness, truthfulness, accuracy, correctness and non-misleading nature of the statements made by the Partner and the documents made available by the Partner. The Partner, therefore, assumes all responsibility with respect to the exactness, truthfulness, accuracy, correctness, and non-misleadingness of the statements made and documents made available. Without prejudice to the foregoing, SMACE reserves the right to carry out, at any time (thus, also subsequent to the present compliance control phase) even more incisive controls, namely, merely by way of example and not exhaustively, *on-site* investigations, and other factual and/or technical verifications. The elements that will be the subject of the compliance check by SMACE are provided, depending on the type of Service, directly on the Platform. Merely by way of example and not limitation, SMACE may require Partner, for the purposes of the compliance check, to submit documentation proving the adequacy of the Internet connection, data, information, descriptions, content, photographs, images, meeting room floor plans, editorial content, videos, reviews, and anything else related to both Partner and the Services offered by Partner. Without prejudice to any other remedy provided by law and/or the Contract, in the event that Partner refuses to provide the information requested for the purpose of the compliance check, or in the event that the compliance check fails, SMACE may immediately terminate the Contract, returning to

Partner any consideration already paid. This is without prejudice to any other remedy provided by law and/or the Contract, in the event that the statements and/or documentation provided by the Partner is found, even subsequently (and therefore, once the compliance check has been passed) to be inaccurate, untrue, inaccurate, incorrect and/or misleading.

3.4. Having passed the aforementioned compliance check, the Partner will have full access to all Platform features, and will be able to proceed with offering the Services.

3.5. The Contract that SMACE has concluded with the Partner will be archived on the Platform, in the Partner's personal area. The Partner will therefore be able, at any time, to access the Contract, through his personal area.

#### **4. BOOKING OF SERVICES BY CLIENTS**

4.1. The Partner may publish on the Platform the Services it offers to Clients.

4.2. In particular, for each Service, the Partner shall publish, directly on the Platform: the information about Partner, the detailed description of the Service, the prices (and/or the way in which prices are calculated), , the mode of delivery, the conditions applicable to the Service, the cancellation policies, and any other information required by the Platform.

4.3. It is SMACE's intention to standardize the timing and manner of payment (and billing) for the Services. By virtue of this, SMACE requires each Partner to comply with the payment (and billing) timelines and methods that will be indicated directly on the Platform for each individual Service (therefore, the payment (and billing) timelines and methods fall under the Additional Platform Terms). If the Partner believes that it cannot comply with the payment (and billing) timelines and methods indicated by SMACE, the Partner may still apply its own payment (and billing) timelines and methods, but will have to pay SMACE an additional fee, the amount of which will be indicated directly on the Platform (said additional fee, therefore, falls under the Additional Platform Terms). However, this is without prejudice to SMACE's right to require the Partner to apply even different payment (and billing) schedules and methods than the uniform ones provided on the Platform, without the Partner claiming anything.

4.4. The Customer proceeds to book the Services directly through the Platform. Specifically:

a) upon the Client's selection of one or more Services, the Partner will receive, through

the Platform, a request for quotation for each individual Service;

- b) the Partner, having verified the availability of the Service for the time and number of participants indicated by the Client, shall formulate a quotation offer for each individual Service. The quotation offer formulated by the Partner shall contain: the details of the Service selected by the Client, costs, timing and method of payment, any extra charges, as well as the contractual conditions applied by the Partner to the Client, and any other information required by the Platform (which therefore, will fall under the Additional Platform Terms). The Partner shall respond to the Client's quote request within 3 business days;
- c) the Platform will then transmit the quotation offer prepared by the Partner to the Client;
- d) the Customer chooses whether or not to accept the quotation offer made by the Partner in relation to the Service. Having made this choice, the Client, via the Platform, can proceed to the transmission/confirmation of the final order.

4.5. The contract between the Client and the Partner shall be deemed to be concluded when, upon the Client's transmission/confirmation of the final order, the Client has made payment of the amounts due to SMACE, and SMACE, in turn, has transmitted to the Partner its share of the payment.

4.6. SMACE will send Customer a confirmation email summarizing all orders for Services placed by Customer, in relation to the individual Offsite ("**Confirmation Email**"). The Confirmation Email, in particular, will include all information related to the booked Offsite/Services (order identification code, the Services ordered, dates and times, number of participants, prices of the individual Services, payment terms, cancellation policies, and whatever else results as a result of the choices made by the Customer through the Platform). In the event of changes to orders made by the Customer pursuant to Article 4.9, SMACE will send the Customer a new confirmation e-mail ("**New Confirmation E-Mail**") that will replace the previous Confirmation E-Mail.

4.7. The Partner acknowledges that the Confirmation E-Mail (and/or the New Confirmation E-Mail) will also contain the conditions that the individual Partner will apply to its individual Services, to which, therefore, reference should be made. In particular, the following will depend on the individual Partner: the Venue and/or individual Services, the

availability for the dates and times indicated, and for the number of participants requested, the prices of the individual Services (which in the Confirmation E-Mail will be increased by the fees charged by SMACE), payment terms, and cancellation policies.

4.8. SMACE will also send the Partner a confirmation e-mail ("**Partner Confirmation E-Mail**") summarizing the Services and the terms and conditions for the provision of the Services themselves, including, *inter alia*, arrival date, number of days, type of space, user data, other specific requests made by the Customer. In the case of changes to orders made by Customer pursuant to Section 4.10, SMACE shall send to the individual Partner whose Service is impacted by such changes, a new e-mail acknowledging the current situation ("**New Partner E-Mail**"). Thus, e.g., in the case of the Partner who had offered a single Service, which has been eliminated, the New Partner E-Mail will acknowledge the elimination so that the Partner can make the Service available to other clients of the Partner; or, in the case of the Partner who had offered multiple Services, one of which has been eliminated, the New Partner E-Mail will acknowledge the elimination of that Service, without prejudice to the offer/delivery of all other Services, the terms and conditions of which will be summarized).

4.9. The Confirmation E-mail (and/or the New Confirmation E-Mail) and the Partner Confirmation E-Mail (and/or the New Partner E-Mail) shall constitute a means of proof attesting to the proper conclusion of both the contract between SMACE and the Client and the contract between the Client and the Partner. The Confirmation E-Mail (and/or the New Confirmation E-Mail) and the Partner Confirmation E-Mail (and/or the New Partner E-Mail) shall also constitute proper title, for the Client, to take advantage of the purchased Services. It is understood that in the event of any discrepancy between the details contained in the Confirmation E-Mail (and/or the New Confirmation E-Mail), compared to the details contained in the Partner Confirmation E-Mail (and/or the New Partner Confirmation E-Mail), the Confirmation E-Mail (and/or the New Confirmation E-Mail) shall prevail.

4.10. Partner agrees that Client, upon receipt of the Confirmation E-Mail, prior to the commencement of the Offiste, may make changes to orders placed through the Platform, providing for the inclusion of additional Ancillary Services ("**Additional Services**") and/or, the deletion of previously booked Ancillary Services ("**Deleted Services**"). The insertion of Additional Services is permitted to the extent that the Partner has the availability of the

Additional Service requested by the Client. With respect to Deleted Services, deletion (and reimbursement to the Partner of the Service Price) is permitted to the extent provided by the deletion policies of the individual Partner offering the Service.

4.11. The Partner is obliged to manage reservations exclusively online, applying the information, data, details and contractual terms and conditions published in the Platform at the time the Client sent the request for a quote, unless: (i) it constitutes the express written authorization by SMACE; and/or (ii) it is Extra Charges (as defined *below*).

4.12. The Partner must proceed to the punctual and exact execution of the Services booked by the Client. In the event that, for any reason, it is unable to perform one or more of said Services, the Partner shall promptly inform SMACE, so that SMACE, including through other Partners, may propose to the Customer a replacement Service, to the Customer's liking. In the event that SMACE does not have, including through other Partners, a substitute Service, to the Customer's liking, the Partner unable to perform the Service will itself find alternative solutions, of equivalent or superior quality, bearing all expenses.

## 5. CORRESPECTED

5.1. SMACE makes the Platform available to the Partner, through which the Partner can benefit both in terms of visibility and clientele. Therefore, the Partner, in the cases provided on the Platform, will pay SMACE an amount that will be indicated in the Platform, for the provision and use of the Platform ("**Access Price**").

5.2. Within the limits provided for in these General Conditions and in the Additional Platform Terms, the Partner retains maximum contractual freedom in relation to the prices and contractual conditions to be applied to the Services to be provided to Clients. The Partner shall in any case adhere, both towards SMACE and towards the Customers, to the utmost transparency, fairness and good faith.

5.3. Given the benefits, both in terms of visibility and clientele that the Partner may gain from uploading its Services to the Platform, the Partner shall make every effort to charge a favorable price ("**Service Price**") for the Services offered through the Platform.

5.4. In addition to the Service Price, SMACE may charge certain fees to Clients.

5.5. As for the payment of the fees and the billing thereof, the Partner will deal exclusively with SMACE. Therefore, it will be exclusively SMACE to pay the Partner the

Service Price, after SMACE has collected from the Client the total price of the order transmitted by the Client. Conversely, the Partner shall in no event be entitled to demand the collection of the Service Price from the Client and/or the Participant, or from any third party, other than/being SMACE. It is therefore expressly prohibited for Partner to request, demand, receive, collect fees for Services provided directly by Clients and/or Participants unless: (i) there is express written authorization from SMACE; and/or (ii) it involves additional expenses incurred on-site during the performance of the individual Services by the individual Participant, for his or her own personal use, even in addition to the quantities provided for in the final order (e.g., the Participant purchases an additional drink, for his or her own consumption, in addition to the final order placed by the Client) ("**Extra Expenses**"). It is understood that SMACE shall be entitled to collect a percentage of the Extra Charges indicated on the Platform, and therefore the Partner agrees to transmit said percentage of Extra Charges to SMACE, as soon as possible, as soon as it is collected, or in the different terms provided in the Platform.

5.6. The Partner shall inform SMACE and the Client of the Extra Charges, taxes (provided applicable law does not provide otherwise), fees, applicable costs and charges (and any changes thereof) and any other amounts that will be charged to the Client.

## **6. RELATIONSHIPS BETWEEN SMACE AND PARTNERS**

6.1. Except for the Services that SMACE offers directly, SMACE, through the Platform merely gives view, to the Customer, of the Services made available and provided by the Partners. Each Partner is, and remains, an independent entity, delivering its Service through the Platform. Therefore, each Partner directly provides, without the intermediation of SMACE, the Services it offers on the Platform, without SMACE being able to perform any control in this regard, except as provided in Articles 3.3, 10.4 and 10.5.

6.2. By virtue of the provisions of Article 6.1, only the individual Partners, and not SMACE (except for the Services offered directly by SMACE itself), can confirm and guarantee the availability of each individual Service, and the proper performance of the Service, and assume all responsibility in this regard.

6.3. By virtue of the provisions of Article 6.1, the Partner acknowledges and accepts that SMACE, within the limits of applicable law, does not assume any liability, whether

contractual, non-contractual or otherwise, with respect to the Services provided by the Partner. Therefore, the individual Partner assumes all liability, with respect to the Services offered (non-performance, even serious, even total cancellation of the Service, and/or non-exact performance), directly to the Customer. Therefore, the individual Partner, as of now acknowledges and agrees, merely by way of example and not exclusively, that SMACE, with respect to the Services offered by the Partner through the Platform, shall not be liable, and shall not issue any refund, in the event of delay, cancellation, overbooking, strike, or other events due to which one or more Services, although booked, are not materially performed.

6.4. By virtue of the provisions of Article 6.1, the Partner acknowledges and agrees that SMACE, to the extent permitted by applicable law, assumes no liability in connection with damages and/or damaging events suffered by the Client and/or Participant, either on property owned by them or on their person (including death or injury) during the performance of the Services offered by individual Partners.

6.5. By virtue of the provisions of Article 6.1, Partner acknowledges and agrees that SMACE assumes no liability for theft, loss or misplacement occurring at the Venues and/or during the performance of the Services.

6.6. Partner, in connection with the Service and/or the Services that Partner has concretely provided to Customer and/or Participant, within the limits of applicable law: (i) hereby waives as of now, any and all claims, demands, actions, damages, costs, expenses, etc, against SMACE, in connection with the assumptions provided for in Articles 6.1, 6.2, 6.3, 6.4, 6.5 and 6.7, and in any other case, even if not contemplated in the Contract, nevertheless having as its object the Service(s) provided by the individual Partner, and not directly by SMACE or other Partners of SMACE; (ii) without prejudice to any other remedy provided by these General Conditions and/or the Contract and/or the law in favor of SMACE, undertakes to indemnify and hold SMACE harmless from any claim, demand, action, damage, cost, expense, etc, that the Client and/or the Participant and/or any other third party may have against SMACE, in relation to the assumptions provided for in Articles 6.1, 6.2, 6.3, 6.4, 6.5 and 6.7 above, and in any other case, even if not contemplated in the Contract, having in any case to do with the Service(s) provided by the individual Partner and not directly by SMACE or other Partners of SMACE.

6.7. By virtue of all the foregoing, it is therefore understood that the individual Partner shall, personally and directly, handle and respond to complaints and/or claims and/or claims made by Clients and/or Participants, carried out in connection with the Service(s) offered and/or provided by the individual Partner, without any intervention, intermediation, responsibility, on the part of SMACE.

## 7. LIMITATION OF LIABILITY

7.1. SMACE diligently performs the care and maintenance of the Platform. Nevertheless, the Platform may experience malfunctions, disruptions, interruption of services, failures, slowdowns, total or partial unavailability, or other technical problems ("**Technical Problems**"). Upon the occurrence of Technical Problems, SMACE will, to the extent that the Technical Problems can be resolved by it directly (i.e., they are Technical Problems dependent on systems and/or equipment with respect to which SMACE has full control, ownership and availability), use its best efforts to restore the full operability of the Platform, in as reasonable a time as possible. It being understood, however, that SMACE, to the extent permitted by applicable law, shall not be held liable for Technical Problems that prevent the use, even partial, of the Platform, resulting from causes and factors that are not directly and immediately within its control.

7.2. In particular, SMACE, to the extent permitted by applicable law, shall not be held liable: (i) in connection with Technical Problems of the Platform caused by malicious actions (e.g., hacker attacks performed by third parties, spread of viruses, crackers, ransomware, other malware, etc., DDoS attack, or otherwise); (ii) in case of Technical Problems resulting from the action and/or omission of the Partner and/or other Partners; (iii) in case of Technical Problems resulting from the action and/or omission of the Customer and/or any other third party.

7.3. SMACE is not obliged to control the use that Partners, Clients, Participants make of the Platform, nor to ensure that the use of the Platform itself takes place in accordance with the technical canons and/or these General Conditions and/or the Contract.

7.4. SMACE, to the extent permitted by applicable law, assumes no liability for Technical Problems arising from unforeseeable circumstances, force majeure, or otherwise, events over which it does not have direct and immediate power to control (by way of mere

simplification and not limitation: collapse, fire, explosion, flood, strike, lockout, earthquake, disaster, riot, war, pandemic, *factum principis*, etc.).

7.5. SMACE is in no way responsible for the Client's requests for quotes, the Client's acceptance of the quotation offer/confirmation/transmission of the final order by the Client, nor for the Client's fulfillment of the contractual relationship established between the Client and the Partner, nor for the conduct of the Client and/or Participant during the Partner's performance of the Services.

7.6. SMACE is in no way responsible for the correctness and completeness of the information that the Client and/or Participant has reported/registered on the Platform, nor for the information (the same or different) provided to the Partner for the purpose of providing the Service. It will always be up to the Partner, upon receipt of the Client's information, to verify the correctness of such information, as well as the status of the reservations.

7.7. To the extent of applicable law, Partner releases SMACE from any and all liability in the event of misuse or fraudulent use of Partner's login credentials.

7.8. SMACE makes no warranties regarding the conduct of the Client and/or Participants, either during the performance of the Services or at any other time (before or after the performance of the Services).

7.9. SMACE assumes no liability, either contractual or non-contractual or otherwise, in connection with damages caused by the Client and/or Partner Participant, either in the performance of the Services, or at other times (before or after the performance of the Service).

## **8. PARTNER'S REPRESENTATIONS AND WARRANTIES**

8.1. Subject to any further representations and warranties to which Partner is obligated under other provisions of these General Terms and/or the Agreement and/or pursuant to law, Partner, during the term of the Agreement, represents and warrants the following.

8.2. The Partner warrants that the natural person, who in the name and on behalf of the Partner, will enter into the Contract with SMACE, has the full powers, conferred by the corporate bodies of the Partner, to bind the Partner by signing this Contract, and that therefore the Contract will still be considered to be imputed to the Partner.

8.3. The Partner has all necessary permits, rights, requirements, authorizations, powers, licenses as well as authority to conduct its business activities, enter into contracts with its customers and suppliers, and to be able to operate and provide all the Services under this Agreement.

8.4. All data, information, descriptions, content, photographs, images, meeting room floor plans, editorial content, videos, reviews, and anything else whether related to the Partner or to the Services offered by the Partner, which are posted on the Platform and/or communicated by the Partner and/or requested by SMACE ("**Content**"), are accurate, true, accurate, fair, and not misleading, and will always be up-to-date. The Partner owns the Content and/or may dispose of it by virtue of valid contractual relationships, and therefore may post such Content on the Platform and outside the Platform. In particular, the Partner will acquire the consent, free of charge, for informational and promotional purposes, for the use, publication, and/or dissemination of the content created in connection with and during the Offsites and Services (e.g., logos, trademarks of the Client, photographs, images, videos, and anything else, both of the Client and each individual Participant), on websites, social networks, and other means of dissemination of the Partner and SMACE, including the Platform, authorizing both the Partner and SMACE to store such content in the digital archives of the Partner and SMACE. The Partner will transmit the consents obtained to SMACE. The Partner is informed and agrees that information about himself/herself recorded on the Platform and/or information provided subsequently will count as proof of his/her identity, with all legal consequences.

8.5. The Partner provides its Services in accordance with high quality standards, appropriate with respect to a professional clientele. In particular, the Partner guarantees that: (i) the Services provided by the Partner are in line with the type of Services offered through the Platform (it must therefore be Services functional to the Offsite organization); (ii) the quality standards emerging from the declarations and documentation made available by the Partner during the compliance check will not undergo deteriorating changes throughout the duration of the Contract; (iii) it will carry out any ordinary and extraordinary maintenance work, which may be necessary, or even just appropriate or useful in order to maintain the high quality standards of the Services, appropriate to a professional clientele.

8.6. The Venue and/or other Services provided are in compliance with respect to

applicable law and regulations.

8.7. The Partner has adopted appropriate and proportional cyber safeguards to mitigate cybersecurity attacks and/or the spread of malware, ransomware, other viruses.

8.8. The Partner guarantees strict confidentiality with respect to Client and/or Participant information.

8.9. The Partner will use the Platform with the utmost diligence, and in any case in compliance with these General Conditions and/or the Contract and/or the law. In particular, the Partner will use the Platform in a manner that does not cause Technical Problems and/or cause any harm or damage, in any capacity, to SMACE, Clients and/or Participants, or other third parties.

8.10. The Partner has, and maintains effective for the duration of the Contract, insurance policies for third party liability, taken out with leading insurance companies, and with a limit of indemnity appropriate to the Services provided and to this Contract, as well as any other policy necessary or advisable having regard to the activity carried out by the Partner.

8.11. Partner owns and/or may dispose under valid and effective title of the Partner Privative Rights (as defined *below*).

8.12. The Partner represents and warrants that it has reviewed the general conditions that SMACE applies to the Customer, which are available at the appropriate link on the platform. The Partner therefore guarantees that in the provision of the Service it will ensure that it also complies with these general conditions.

8.13. Without prejudice to any other remedy provided by these General Terms and Conditions and/or the Contract and/or the law, Partner agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, expenses, etc., that Client and/or Participant and/or other third parties may make against SMACE, in the event of a breach of Articles 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11 above.

## **9. PARTNER'S OBLIGATIONS**

9.1. Without prejudice to any further obligations arising from these General Terms and Conditions and/or the Contract and/or the law and/or otherwise, the Partner is also obligated to comply with the following.

9.2. The Partner agrees to regularly pay the Access Price, in the cases provided on the

Platform, and any other fees, costs, expenses, charges, reimbursements, provided in the Contract to be paid by the Partner.

9.3. The Partner shall perform exactly and promptly all and each obligation(s) required of it, by these General Terms and Conditions and/or the Contract and/or the law and/or otherwise.

9.4. The Partner agrees to post on the Platform all Content as well as necessary and/or useful information and/or materials in connection with the Services offered (including prices, timing and delivery methods, cancellation and withdrawal policies, and applicable contract terms and conditions) for the Client to make his/her choice. Said information and/or materials must be true, accurate, and not misleading.

9.5. The Partner undertakes to hold towards the Client and/or Participant an attitude marked by the utmost courtesy, manifesting maximum availability in relation to the needs shown by the Client and/or Participant.

9.6. The Partner will offer full cooperation to SMACE for the purpose of managing the Platform and the Services provided by the Partners. This implies, purely by way of example and not exhaustively: responding in a timely manner to any request that SMACE will make in relation to the Services; making available to SMACE and/or the Customer in a timely manner all data and information relating to the Services, the contractual conditions applied (both general and particular ones); in the event of the unexpected impossibility of providing the Service, always making sure to offer the Customer a similar and alternative Service to the Service that is unavailable; etc.

9.7. The Partner agrees not to use the data and information that Clients and/or Participants have made available on the Platform for the purpose of sending, to said parties advertising communications.

9.8. The Partner agrees to maintain the confidentiality of its account credentials. Any action taken with the Partner's credentials will be considered to have been taken by the Partner, and the Partner will be solely responsible. In the event of loss, theft, or any fraudulent use of its credentials, the Partner shall immediately notify SMACE and arrange for the credentials to be changed.

9.9. The Partner shall indemnify the Client and/or Participant for any damages, contractual, extra-contractual, or otherwise, that they may have suffered in connection with

the Services provided (and/or not exactly provided and/or not delivered) by the Partner. To this end, the Partner, to the fullest extent permitted by law, agrees to indemnify and hold SMACE harmless from all claims, demands, actions, damages, costs, expenses, made by the Client and/or Participant, against SMACE, relating to the Services provided (and/or not exactly provided and/or not delivered) by the Partner.

9.10. The Partner agrees not to engage in behavior that may be detrimental to the image and/or reputation of SMACE.

9.11. Without prejudice to any other remedy provided by these General Terms and Conditions and/or the Contract and/or the law, the Partner agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, expenses, etc., that the Client and/ or the Participant and/or any other third party may carry out against SMACE, in the event of a breach of Articles 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.10 above .

## **10. SMACE RIGHTS**

10.1. Except as otherwise provided in these General Terms and Conditions and/or in the Contract, and/or provided by applicable law, SMACE reserves the following rights.

10.2. SMACE may, at its discretion, make changes to the Platform at any time, without providing any notice or any notification and/or communication to Partners.

10.3. SMACE may, at its own discretion, need to suspend the use of the Platform for a certain time in order to carry out maintenance work and/or extraordinary work. It is understood that, except in cases of urgency, SMACE will proceed to suspend the use of the Platform only after providing a warning of at least 24 hours.

10.4. Partner acknowledges and agrees that SMACE may restrict, in whole or in part, Partner's access to the Platform, even delete Partner's account from the Platform: (i) in the event that Partner fails to comply with these General Terms and Conditions and/or the Contract and/or legal regulations (ii) in the event that Partner misuses the Platform, and/or through the use of the Platform has engaged in unlawful and/or detrimental actions against SMACE, Clients and/or Participants of other Partners or third parties; (iii) in the event that the Partner refuses to provide the information requested for the purposes of the compliance check, or in the event that the compliance check fails, or in the event that the statements and/or documentation provided by the Partner turns out, even afterwards (and thus, once the

compliance check has been passed) to be inaccurate, untrue, inaccurate, incorrect and/or misleading; (iv) in the cases provided for in Art. 17 of these General Conditions

10.5. Partner acknowledges and agrees that SMACE, at its discretion, may: (i) delete, suspend, block, or remove Prohibited Content (as defined in Article 17 of these General Conditions); (ii) restrict, in whole or in part, access to the Platform to a Partner who has posted Prohibited Content (as defined in Article 17.2 of these General Conditions); (iii) take the measures provided for in Art. 15 of these General Conditions

10.6. SMACE reserves the right to offer itself, through the Platform or even otherwise, to provide, directly, certain Services to Clients and/or Participants, which may still be in competition with those provided by Partners, including at Offsites in which that same Partner has been called upon to offer other Services. The Partner declares that it accepts such direct offer of Services by SMACE, even in competition with the Services offered by the Partner, and that it has no objection in this regard.

## **11. GUEST REVIEWS**

11.1 It is possible for Clients and/or Participants to post on the Platform, but also externally, reviews and comments regarding the Services they have used.

11.2 SMACE assumes no responsibility with respect to reviews and comments posted by Clients and/or Participants.

11.3 It is understood that, in the face of a negative review or comment, the Partner who provided the Service may respond publicly by providing its point of view and justifications as it deems appropriate. It is recommended, in any case, the use of the utmost politeness and respect, and calmness in relation to everything that is published in the Platform, but also externally.

11.4 SMACE condemns the use of unbecoming expressions, and may, if appropriate, take action as provided in Articles 10.4, 10.5, 17.

11.5 The Partner, to the extent of applicable law, agrees to indemnify and hold SMACE harmless from any claims, demands, actions, damages, costs, expenses that the Client and/or Participant, or a third party may make against SMACE in connection with comments posted on the Platform and/or externally by the Partner.

## 12. RESOLUTION

Without prejudice to any other remedy provided in these General Terms and Conditions, the Contract, and/or applicable law, SMACE may terminate the Contract concluded with the Partner in the event of breach of even one of the following provisions: art. 3.2, art. 3.3, art. 4.3, art. 4.4, art. 4.11, art.12, Art. 5.1, Art. 5.5, Art. 5.6, Art. 8.2, Art. 8.3, Art. 8.4, Art. 8.5, Art. 8.6, Art. 8.7, Art. 8.8, Art. 8.9, Art. 8.10, Art. 8.11, Art. 8.13, Art. 9.2, Article 9.4, Article 9.5, Article 9.6, Article 9.7, Article 9.8, Article 9.9, Article 9.10, Article 9.11, Article 11.4, Article 11.5, Article 15.3, Article 16.4, Article 16.6, Article 17.2, Article 17.3, Article 17.4, Article 19.2.

## 13. INSURANCE

13.1. SMACE holds a suitable liability insurance policy to cover any and all risks arising from its activities.

## 14. DURATION

14.1 This Contract is effective for an indefinite period of time from the date of its conclusion.

14.2 Either party may, at any time, at its discretion, withdraw from this Agreement. If a party intends to exercise the right of withdrawal referred to in this Article, it shall notify the other party of such intention, through a means that ensures certain date (e.g. pec or registered letter A/R), and the withdrawal shall be effective 60 days after the party has received the notice of withdrawal. It is understood that, in the event of the Partner's withdrawal, the Partner must still proceed with the provision of the Services already booked by the Clients, even if the date set for the provision of such Services is later than the effective date of the right of withdrawal. It is further understood that, in this case, the Partner shall be entitled to receive the fees agreed upon at the time of the Client's reservation.

## 15. PERSONAL DATA PROTECTION

15.1 SMACE processes personal data in accordance with the European Regulation of April 27, 2016 No. 679 ("GDPR") and Legislative Decree No. 196 of June 30, 2003 (as

amended and supplemented). SMACE's data protection policy can be found on its website at [www.smace.com](http://www.smace.com).

15.2 The policy statement on the use of Cookies can also be found at [www.smace.com](http://www.smace.com).

15.3 The Partner agrees to comply with current regulations in the area of privacy and processing of personal data. Without prejudice to any other remedy under these General Terms and Conditions and/or the Contract and/or the law, the Partner agrees to indemnify and hold SMACE harmless from all claims, demands, actions, damages, costs, expenses, etc., that the Client and/or the Participant and/or other third parties may carry out against SMACE, in the event of a breach of this Article 15.3.

## 16. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

16.1 The Platform, logo, insignia, firm, domain name, materials, content, name, SMACE trademark and any other intellectual and/or industrial property right owned by SMACE and/or available to SMACE by virtue of agreements entered into with third parties ("**SMACE Proprietary Rights**"), are and remain in the ownership and/or availability of SMACE.

16.2 By this Agreement, and limited to the duration of this Agreement, SMACE grants to the Partner a non-exclusive license having as its object: (i) the use Platform, to the extent strictly necessary for the performance of the Agreement; (ii) the use of the SMACE logo and trademark, for promotional, advertising and sales purposes, to be affixed on the Partner's websites, as well as to be used during the provision of the Services ("**SMACE Non-Exclusive License**"). The SMACE Non-Exclusive License is free of charge, also in view of the broader context of the economic agreements reached between SMACE and the Partner, which led to the conclusion of this Agreement.

16.3 Outside of the SMACE Non-Exclusive License, the Partner is not granted any other SMACE Proprietary Rights, nor any other private rights of other Partners and/or other third parties.

16.4 Partner agrees to display the SMACE logo during Offsites and/or in the performance of Services. Where requested by a specific Client, Partner shall display, during Offsites and/or in the execution of Services for that specific Client, that specific Client's logo.

16.5 The Partner retains all rights to the Partner's logo, sign, firm, domain name, materials,

Content, name, trademark and any other intellectual and/or industrial property rights owned by the Partner, and/or which the Partner may dispose of by virtue of agreements entered into with third parties ("**Partner Proprietary Rights**").

16.6 The Partner hereby grants SMACE a non-exclusive license covering Partner's information, logo, domain name, name, Partner's trademark, Content referred to in Article 8.4 (even after the duration of this Agreement), for promotional, advertising and sales purposes, and any other Partner Private Rights that are necessary for SMACE to execute this Agreement ("**Partner Non-Exclusive License**"). The Non-Exclusive Partner License is free of charge, also in view of the broader context of the economic agreements between SMACE and Partner, which led to the conclusion of this Agreement.

16.7 Outside of the Non-Exclusive Partner License, SMACE is not granted any other Partner Privative Rights.

## **17. POINT OF CONTACT, PROHIBITED CONTENT, CONTENT MODERATION, MEASURES AND REASONING, COMPLAINTS.**

17.1 SMACE designates the following contact details as the single point of contact for competent authorities and users:

Email: [info@smace.com](mailto:info@smace.com)

PEC: [smace@postecert.it](mailto:smace@postecert.it)

Phone: 05321717477

Address: SMACE S.r.l., Via Fatebenefratelli, 20, 20121, Milan (MI)

With regard to users, SMACE may also be contacted through the Platform. Communications may be submitted in Italian and/or English. Upon receipt of the communication, SMACE will send a confirmation of receipt. SMACE may also use chatbots to respond to communications, provided that every response is subject to human review and validation.

17.2 It is prohibited to publish, transmit or make available content ("**Prohibited Content**") that:

- (i) is contrary to the law, to the rights of third parties (e.g. defamatory, misleading, discriminatory, infringing on privacy or copyright) and/or to these General Conditions and/or the Agreement;
- (ii) contains false or misleading information;

- (iii) promotes illegal or harmful activities;
- (iv) is otherwise unlawful or inappropriate;
- (v) violates the provisions of Articles 10.4 and 10.5 of these General Conditions.

17.3 SMACE implements content moderation measures aimed at:

- (i) verifying that content complies with these General Terms and Conditions and/or the Agreement;
- (ii) correcting or removing Prohibited Content.

Moderation activities are carried out with human involvement.

17.4 Without prejudice to any other remedy provided under these General Terms and Conditions and/or the Agreement and/or applicable law, SMACE, in carrying out the checks referred to in Articles 17.2 and 17.3 above, may, where necessary, also adopt one or more of the following measures:

- a) removal of content, disabling access to content, or demotion of content;
- b) temporary restriction of the visibility of a listing;
- c) suspension, termination or other restriction of monetary payments;
- d) suspension or total or partial termination of the provision of the service;
- e) temporary or permanent suspension of the account.

When adopting one or more of the above measures, SMACE will inform the affected party at the email address provided at registration, at the latest at the time the restriction is implemented. SMACE will also provide the reasoning behind the measure, except where the Prohibited Content consists of deceptive commercial content of wide reach, disseminated through intentional manipulation of the service, in particular through inauthentic use of the service, such as the use of bots, fake accounts, or other deceptive uses of the service.

The communication shall clearly, comprehensibly and specifically contain:

- (i) the measure adopted (e.g. removal, suspension, visibility restriction) and, where applicable, its duration and territorial scope;
- (ii) the facts and circumstances on which the measure is based, indicating whether it results from a third-party report or an internal review;
- (iii) information on any automated tools used in the decision-making process (e.g. filters or automated checks), specifying that the final decision is nonetheless reviewed by human staff;
- (iv) if the content is deemed unlawful, the reference to the legal basis (rule or provision violated) and the reasoning for why it is considered as such;
- (v) if the content is deemed incompatible with these General Terms and Conditions and/or the

Agreement, the reference to the contractual clause violated and a plain-language explanation of the reasons;

(vi) clear information on the means of redress available to the affected party.

SMACE applies these rules and restrictions in a diligent, objective and proportionate manner, taking into account the rights and legitimate interests of all parties involved, including users' freedom of expression and right of defence.

17.5 Users who have been subject to a measure under Articles 17.2, 17.3 or 17.4 may submit a complaint within 15 days of the issuance of the measure by writing to: [info@smace.com](mailto:info@smace.com).

SMACE will review the complaint and communicate its reasoned decision within no more than 60 days of receipt. Reports submitted by "trusted flaggers" (pursuant to Article 22 of EU Regulation 2022/2065) will be given priority.

17.6 Users or third parties may report to SMACE the presence of content they believe constitutes Prohibited Content by writing to: [info@smace.com](mailto:info@smace.com).

The report must include:

- (i) the reasons why the content is believed to constitute Prohibited Content;
- (ii) the link to or description of the contested content;
- (iii) the contact details of the reporting party;
- (iv) a statement by which the reporting party confirms their good-faith belief in the accuracy and completeness of the information and statements contained therein.

Upon receipt of the report, SMACE will send a confirmation of receipt without undue delay. SMACE will review the report and communicate its reasoned decision within no more than 60 days of receipt, providing information on the available means of redress in relation to the decision adopted by SMACE.

The possibility of resorting, also as an alternative to the internal complaints service, to a certified out-of-court dispute resolution body and/or to the judicial authorities remains unaffected.

17.7 The service offered by SMACE is not primarily intended for, nor predominantly used by, minors.

## **18. APPLICABLE LAW AND JURISDICTION**

18.1 These General Conditions are governed by Italian law.

18.2 For any disputes, the Partner may submit written complaints to SMACE's Customer

Service, by filling out the form available on the Site or by contacting SMACE, attaching supporting documents, at the following address: SMACE S.r.l., Via Fatebenefratelli, 20, 20121, Milano (MI), Italy- PEC: smace@postecert.it.

18.3 For any dispute relating to the validity, effectiveness, interpretation, application, execution, termination of the General Conditions, and the contractual relationship intervened between the parties, will be competent send exclusively the court of Milan, with the exclusion of any other court.

## **19. MISCELLANY**

19.1 Should any of the clauses of these General Conditions be invalid or ineffective, the parties shall continue to abide by all other clauses established herein, which shall instead remain valid and effective, within the limits of Article 1419 of the Civil Code. In the event of invalidity or ineffectiveness of any of the clauses of these General Terms and Conditions, the parties will nevertheless replace said clause with another valid and effective clause that has, substantially, the same economic content as the invalid or ineffective clause.

19.2 SMACE may assign the contract as well as the individual rights under it. The Partner, as of now, gives its consent to any assignment. The Partner may not assign the contract, nor the rights arising therefrom, through any form and/or transaction that has, as a de facto effect, the assignment of the contract and/or the rights arising therefrom, unless SMACE's written consent is noted.

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Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Partner specifically approves in writing the following clauses: art. 2.5, art. 3.3, art. 4.3, art. 4.8, art. 4.9, art. 4.10, art. 4.11, art. 5.2, art. 5.3, art. 5.5, art. 5.6, art. 6.1, art. 6.2, art. 6.3, art. 6.4, art. 6.5, art. 6.6, art. 6.7, art. 7.1, art. 7.2, art. 7.3, art. 7.4, art. 7.5, art. 7.6, art. 7.7, art. 7.8, art. 7.9, art. 8.4, art. 8.12, art. 8.13, art. 9.7, art. 9.9, art. 9.11, art. 10.1, Art. 10.2, Art. 10.3, Art. 10.4, Art. 10.5, Art. 10.6, Art. 11.2, Art. 11.5, Art. 15.3, Art. 16.4, Art. 16.6, Art. 18.3, Art. 19.2.