



## TERMS AND CONDITIONS

### Preamble

THIS SERVICE AGREEMENT BETWEEN YOU AND SBLIND GOVERNS YOUR USE OF THE PRODUCT, SOFTWARE, SERVICES, AND WEBSITES OF 1B srl (HEREINAFTER REFERRED TO AS SBLIND). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "I ACCEPT", YOU AGREE THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SBLIND SERVICE OWNED BY THE COMPANY 1B SRL.

SBLIND ALLOWS YOU TO UPLOAD, SAVE, SEND, AND SHARE DIGITAL CONTENT WITH OTHER USERS, WHETHER KNOWN OR UNKNOWN. THE SERVICE RELIES ON GEOLOCATION TECHNOLOGY AND THEREFORE CANNOT SELECT OR IDENTIFY THE USERS WHO MAY ACCESS THE CONTENT UPLOADED THROUGH THE SBLIND PLATFORM.

THE SERVICE IS CHARACTERIZED BY ABSOLUTE RESPECT AND PROTECTION OF DIGITAL BEHAVIORS AND USER DATA, WHICH WILL NOT BE MAPPED BY ALGORITHMS OR SOLD TO THIRD PARTIES BUT WILL BE STORED SOLELY IN THE INTEREST OF THE USER AND FOR INTERNAL PLATFORM SERVICE IMPROVEMENT. THE SBLIND SERVICE, CALLED SUSTAINABLE NETWORK, IS DISTINCT FOR ITS LACK OF ALGORITHMS AND ANALYTICAL TECHNIQUES, AND FOR NOT EXPLOITING USER BEHAVIORS ON THE PLATFORM, FURTHER CONTRIBUTING TO CO2 EMISSIONS COMPENSATION THROUGH AN EXCLUSIVE PROPRIETARY MODEL.

### 1. REQUIREMENTS FOR USING THE SERVICE

#### A. Age

The Service is reserved for individuals aged 14 or older, as required by Article 2-quinquies of Legislative Decree 101 of 2018, which implemented the EU regulation in Italy (or equivalent minimum age in the relevant jurisdiction). We do not collect age-related data, and no prior verification is required to use Sblind. It is therefore the responsibility of the user, guardian, parent, or any person responsible for minors to verify and prevent use by individuals under 14. Usage by persons under 14 years old cannot be attributed to Sblind, as Sblind CANNOT know the identities of its users. Parents and guardians are encouraged to remind minors that sharing with unknown people on the Internet can be dangerous and to take precautions to protect children, including supervising their use of the Service. To use the Service, you must not be a person prohibited from using it under the law of your country of residence or from which you are using the Service. By accepting this Agreement, you confirm that you understand and accept the above.

#### B. Devices and Accounts

Using the Service may require compatible devices, Internet access, and specific software (which may be paid); it may require periodic updates and be affected by the performance of these factors. Sblind reserves the right to limit the number of Accounts that can be created from a device and the number of devices associated with an Account. The latest version of the software may be required for certain operations or features. You agree that fulfilling these requirements is your responsibility.

#### C. Usage Limitations

You agree to use the Service only for the purposes permitted by this Agreement and any applicable laws and regulations or general practices in the applicable jurisdiction. If your use of the Service or other behavior endangers, intentionally or unintentionally, Sblind's ability to provide the Service or other systems, Sblind has the right to take any necessary measures to protect the Service, which may include suspending your access to the Service. Repeated violations of limitations may result in your Account being deleted.

#### D. Availability of the Service

The Service, or any functionality or part of it, may not be available in all languages or countries, and Sblind does not guarantee that the Service, or any feature or part of it, is appropriate or available for use in any particular location. If you choose to access or use the Service, you do so on your own initiative and are responsible for compliance with applicable laws, including, but not limited to, local laws.

#### E. Service Modifications

Sblind reserves the right, at any time, to modify this Agreement and impose new or additional terms and conditions related to your use of the Service, giving you 30 days' notice regarding any materially unfavorable change to the Service or its terms, unless such notice is not reasonably applicable due to legal, regulatory, or governmental actions; to protect user security and privacy or for reasons related to technical integrity; to prevent service interruption for other users; or due to natural disasters, catastrophic events, wars, or other similar events beyond Sblind's control. Changes may occur without notice when reasonably necessary for legal, regulatory, or governmental reasons; to protect user security and privacy or technical integrity; to avoid service interruption for other users; or due to natural disasters, catastrophic events, wars, or similar events outside Sblind's control. If Sblind makes materially unfavorable changes to the Service or its terms, you have the right to terminate this Agreement and your accounts. Sblind will not be liable for any modification to the Service or its terms made in accordance with this section IE.

## II. FEATURES AND SERVICES

### A. Use of Geolocation Services

Sblind provides the Service through features or services that rely on device location information, using GPS (where available) along with crowd-sourced Wi-Fi hotspots and cell towers. To provide these features or services, where available, Sblind must use, transmit, process, and store your location data, including, but not limited to, your device's geographic location. The aim is to geolocate the content, not the user. For example, it is possible to upload content and geolocate it in areas far from the uploader's actual location. That content will then be visible to anyone in the national territory or the specific indicated area. You may withdraw consent for Sblind and its partners and licensees to collect, use, transmit, process, and store location and account data at any time by ceasing to use Sblind and requesting the deletion of your Account.

Account deletion can be done by accessing the personal page and scrolling to the bottom, where the "delete account" button is clearly visible.

When using the Sblind service solely to download digital content, your device's location will be recognized but will not be registered or stored by Sblind. The mere use of the Sblind platform through downloads (including for users with registered Accounts) is therefore an activity where Sblind assumes no responsibility for what is downloaded, for content used, and for storing data related to the device. **THE GEOLOCATION SERVICES ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATION SYSTEM.**

### B. Backups

The Service DOES NOT perform regular automatic backups. Sblind guarantees the presence and availability of files and all digital content for a period of 30 days from the upload date. After this period, the files will be permanently deleted from the servers and Sblind's availability. Only the upload string with related data will remain visible to the user, but the uploaded files will no longer be present. The 30-day period may be increased and modified AT THE SOLE discretion of Sblind. For all Business Accounts, the retention and deletion times will be determined based on the selected package.

### C. Public Beta Version

From time to time, Sblind may offer new and/or updated features of the Service (the "Beta Features") as part of the Public Beta Program (the "Program") to provide Sblind with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create any association, agency, or employment relationship between you and Sblind, and that Sblind is not obligated to provide you with any Beta Features. Sblind may make these Beta Features available to Program participants through online registration or subscription via the Service. The Beta Features are provided "AS IS" and "AS AVAILABLE" and may contain errors or inaccuracies that could result in defects, alterations, or loss of data and/or information from the device and peripherals (including, without limitation, servers and computers) connected to them. You expressly acknowledge and agree that the use of the Beta Features is at your own risk.

## III. ACCOUNT

### A. Account

As a registered user of the Service, you are required to open an Account. You must not reveal Account information to anyone. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to notify Sblind immediately of any breach of your Account's security. You also acknowledge and agree that the Service is designed and intended for personal use on an individual basis, and you must not share your Account details and/or password with others. To the extent that we have used reasonable skill and due care, Sblind will not be liable for losses resulting from unauthorized use of the Account due to your failure to comply with these rules.

To use the Service, you must provide your first and last name, an email address, and register a password to authenticate the Account. You agree to provide accurate and complete information during registration and use of the Service ("Service Registration Data"), and you agree to update the Service Registration Data to keep it accurate and complete. You agree that Sblind may retain and use the Service Registration Data provided to maintain the Account and charge any fees to the Account, after notifying the Account and obtaining consent. For all Business Accounts, the same rules outlined above apply, except for the additional benefits indicated in the selected base or premium package.

### B. Use of Attachments or Digital Files

Certain components, files, or any content that may cause complications, disputes, or damage will be the sole responsibility of the ACCOUNT owner. Sblind is not responsible for content that may in any way harm the morality or integrity of third parties. Misuse that is incompatible with Sblind's policy guidelines and, in particular, in conflict with ordinary legislation, local and national laws of each country, will immediately result in the suspension of the service and, where deemed necessary, a report to the appropriate regulatory authorities.

"Content" means any information that can be generated or encountered through the use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages, and other similar material.

Specifically, Sblind does not allow the uploading of multimedia content such as audio, video, or images accessible from the platform that may accompany the user-provided content. There is no library of audio, files, or images to enrich your post, nor do we use filters or tools dedicated to content modification. For videos, images, or any files covered by copyright, SBLIND is not responsible. Content, videos, or photos that violate copyright or may be subject to copyright are solely the responsibility of the User and the Account.

You can indeed upload content made by third parties over which Sblind and the company cannot exert any control or verification. Full responsibility for the content, both in terms of intellectual protection and SIAE (Italian Society of Authors and Publishers) or copyright rights, lies with the user. Any reports of abuse, exploitation, or misuse must be reported to 1b@pec.it.

You acknowledge that all Content, whether publicly disclosed or privately transmitted on the Service, is the sole responsibility of the person who generated such Content. This means that you, not Sblind, are solely responsible for any Content you upload, download, publish, send, transmit, store, or otherwise make available through the use of the Service. You understand that by using the Service, you may encounter Content that you find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Sblind does not control the Content posted through the Service and does not guarantee the accuracy, integrity, or quality of such Content. You acknowledge and agree that using the Service and any Content is at your sole risk.

### C. Co2 Saved and Sustainability Rating

Sblind has developed a proprietary algorithm that defines how it can distribute a Co2 compensation figure to its registered users, indicated as Co2 saved. This figure corresponds exactly to what the company has done in terms of certified Co2 emissions compensation through agreements with external partners.

The company will proceed with the purchase of certified carbon credits, the implementation of compensation plans, or any other project aimed at compensating for Co2 emissions independently. The result of these practices will be recognized for each individual user based on their "activity" within the platform. The distribution algorithm will allocate these resources based on actions such as selecting a favorite, a star, or uploading content.

The figures visible as Co2 saved will therefore represent the real compensation attributed and withdrawn as per regulation. A user who sees, for example, 500kg Co2 saved can be certain that their platform actions have earned them 500kg of Co2 emissions compensation. The goal is to bring sustainability to people and users.

The rating will indicate the user's climate impact level.

Data from the European Commission's EDGAR (Emission Database for Global Atmospheric Research) website shows that the average per capita Co2 emission worldwide in 2022 was 4.8 tons per year:

starting from this study, we consider a user who manages to capture 5 tons of Co2 compensation per year as a "zero impact" user with a rating of 5. Naturally, lower ratings will be assigned based on the Co2 still compensated. It is important to remember that the quantity of compensation will depend on business users and their presence/contribution on the platform. This quantity will then be distributed by the algorithm to all users based on their activity, rewarding those who have been more active and present on the platform.

Any REPORTS or CONCERNS should be IMMEDIATELY SENT TO: info@sblind.com

### 1. No Succession Rights

Unless otherwise required by law, you agree that your Account is non-transferable and that any rights to your Sblind or Content within the Account will terminate upon your death. Upon receipt of a copy of the death certificate, the Account may be canceled, and all Content within the Account deleted. Please contact Sblind Support for further information at [info@sblind.com](mailto:info@sblind.com).

#### D. No Resale of the Service

You agree not to reproduce, copy, duplicate, sell, resell, rent, or trade the Service (or any part of it) for any purpose.

### IV. CONDUCT

#### A. Conduct

You agree that you will NOT use the Service to:

- a. Upload, download, post, email, transmit, store, or otherwise make available any Content that is unlawful, harassing, threatening, harmful, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of third-party privacy, offensive, or objectionable in any way;
- b. Stalk, harass, threaten, or harm others;
- c. If you are an adult, solicit personal information or other information from a minor (anyone under 18 years old or under the age defined as minor by local law) you do not personally know, including but not limited to the following: full name or last name, home address, zip code, telephone number, photo, or the name of the minor's school, church, sports team, or friends;
- d. Impersonate any person or entity, or misrepresent your affiliation with any person or entity (including celebrities, other Sblind users, Sblind employees, or government or civic leaders);
- e. Engage in any copyright infringement or intellectual property violations (including uploading content that you do not have the right to upload), or disclose any trade secrets or confidential information in violation of a confidentiality, employment, or non-disclosure agreement;
- f. Post, send, transmit, or otherwise make available any unsolicited or unauthorized messages, advertisements, promotional materials, junk mail, spam, or chain letters;
- g. Upload, post, send, transmit, store, or otherwise make available any material containing viruses, or any other computer code, files, or programs designed to harm, interfere with, or limit the normal functioning of the Service (or any part of it), or any other software or hardware;
- h. Interfere with or disrupt the Service (including accessing the Service through any automated means, such as scripts or web crawlers), or any server or network connected to the Service, or violate any rules, requirements, or regulations of networks connected to the Service (including unauthorized access, use, or monitoring of data or traffic on the Service);
- i. Plan or engage in any illegal activity; and/or
- j. Collect and store personal information about any other user of the Service to use in connection with any prohibited activity described above.

ANY BEHAVIOR DESCRIBED IN THIS SECTION "CONDUCT" MAY BE REVIEWED AND REPORTED DIRECTLY TO THE COMPETENT AUTHORITIES IF SBLIND DEEMS IT NECESSARY AT ITS SOLE DISCRETION.

#### B. Content Removal

You acknowledge that Sblind is not responsible for any Content provided by others and has no obligation to pre-screen such Content. However, Sblind reserves the right to determine at any time whether a Content is appropriate and complies with this Agreement, and may pre-screen, move, refuse, modify, and/or remove Content at any time, without notice and at its sole discretion, if such Content is deemed to be in violation of this Agreement or otherwise objectionable.

#### C. Account and Content Access

Sblind reserves the right to take measures it deems reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Sblind may, without liability to you, access, use, store, and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or third parties, as Sblind reasonably believes is necessary or appropriate, if required by law or if Sblind believes in good faith that such access, use, disclosure, or storage is reasonably necessary to: (a) comply with legal processes or court orders; (b) enforce this Agreement, including the investigation of any potential violation of it; (c) detect, prevent, or address fraud, security, or technical issues; or (d) protect the rights, property, or safety of Sblind, its users, third parties, or the public, as required or permitted by law.

#### D. Violations of the Agreement

If, while using the Service, you encounter Content that you believe is inappropriate or otherwise constitutes a violation of this Agreement, you may report it by sending an email to Sblind.

### 2. Content Submitted or Made Available by You on the Service

#### 1. License Granted by You

Except for material we may license to you, Sblind does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content in areas of the Service that are accessible to the public or to other users, you consent to share such Content, and you grant Sblind a worldwide, free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without compensation or obligation to you. You agree that any Content submitted or posted by you will be your sole responsibility, will not infringe the rights of any other party or any law, and will not contribute to or promote violations or illegal conduct or be obscene, objectionable, or in poor taste. By submitting or posting such Content in areas of the Service that are accessible to the public or to other users, you guarantee that you are the owner of such materials and/or have all necessary rights, licenses, and permissions to distribute them.

#### 2. Sblind Brand Information

Sblind, the Sblind logo, and other Sblind trademarks, service marks, graphics, and logos used in connection with the Service are trademarks of 1B srl and are registered in Italy, as well as being registered or de facto trademarks in other countries. Other trademarks used in connection with the Service may be the property of their respective owners. You have no rights or license to use the mentioned trademarks, and you agree not to remove, obscure, or alter any ownership indications (including trademark or copyright notices) affixed to or contained in the Service.

### 3. Software

#### A. Proprietary Rights of Sblind

You acknowledge and agree that Sblind and/or its licensors own all rights, title, and interest in and to the Service, including, but not limited to, the graphics, user interfaces, scripts, and software used to implement the Service, and any software provided as part of and/or in connection with the Service (the "Software"), including all intellectual property rights, whether registered or not, and wherever such rights may exist. You also agree that the Service (including the Software, or any part of it) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including, but not limited to, copyright. You agree not to use such proprietary information or materials in any way, except for the use of the Service in

compliance with this Agreement. No part of the Service may be reproduced in any form or by any means, except as expressly permitted by these terms.

#### B. License Granted by Sblind

THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR THE USE OF THE SERVICE AS PERMITTED BY THIS AGREEMENT, IS STRICTLY PROHIBITED AND VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, WHICH MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

#### C. Updates

From time to time, Sblind may update the Software used by the Service. To continue using the Service, such updates may be automatically downloaded and installed on your device or computer. These updates may include bug fixes, enhanced features, or entirely new versions of the Software.

### VI. TERMINATION

#### A. Voluntary Termination by You

You may delete your Sblind Account and stop using the Service at any time. This action may be irreversible. Any fees incurred before termination are non-refundable (except as expressly otherwise stated in this Agreement), including any charges paid in advance for the billing year during which you cancel. Terminating your Account will not relieve you of any obligation to pay accrued charges.

#### B. Termination by Sblind

Sblind may, at any time, under certain circumstances and without prior notice, immediately suspend or terminate all or part of your Account and/or access to the Service. Reasons for such termination include: (a) violations of this Agreement or any other rule or guideline referenced herein and/or published on the Service; (b) your request to cancel or terminate your Account; (c) a request and/or order from law enforcement, a court, or other government authorities; (d) where providing the Service to you is or may become illegal; (e) unexpected technical or security issues or problems; (f) your involvement in fraudulent or illegal activities; or (g) failure to pay any fees owed in connection with the Service. In cases of non-material violations, however, Sblind may only terminate after giving you 30 days' notice and provided you have not remedied the violation within that period. These terminations or suspensions will be determined by Sblind at its sole discretion, and Sblind will not be responsible to you or any third party for any damages that may result from or arise out of the termination or suspension of your Account and/or access to the Service. Additionally, Sblind may terminate your Account with 30 days' notice via email to the address associated with your Account if (a) the Account has been inactive for one (1) year; or (b) there is a general shutdown or substantial modification of the Service or any part of it. Notice of a general shutdown of the Service will be provided as outlined in this document unless it is reasonably not possible due to legal, regulatory, or governmental actions; to protect user security and privacy or the technical integrity of the Service; to avoid service interruptions for other users; or due to natural disasters, catastrophic events, wars, or similar events beyond Sblind's control. In the event of such a shutdown, Sblind will provide you with a proportional refund for any advance payments made for the current term. Sblind will not be liable for any modification to the Service or its terms in accordance with this section VIIB.

#### C. Consequences of Termination

Following the termination of your Account, you may lose access to the Service and any part of it, including, but not limited to, the Account and the Content. Additionally, after a certain period, Sblind will delete information and data stored in the accounts or as part of them. Any component of the

Service that you may have used under separate software license agreements will also terminate in accordance with those license agreements.

## VII. Third-Party Links and Materials

Certain Content, components, or features of the Service may contain third-party materials and/or links to other websites, resources, or Content. Since Sblind may not have control over such sites and/or materials, you acknowledge and agree that Sblind is not responsible for the availability of such sites or resources, does not endorse or warrant the accuracy, and shall not be liable in any way for any Content, advertising, products, or materials on or available through such sites or resources. You further acknowledge and agree that Sblind shall not be liable for any damages or losses, either direct or indirect, incurred by you as a result of your use of or reliance on any such Content, advertising, products, or materials on or available through such sites or resources.

## VIII. WARRANTY DISCLAIMERS; LIMITATIONS OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

SBLIND WILL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

SBLIND DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME SBLIND MAY SUSPEND THE SERVICE FOR INDEFINITE PERIODS, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." SBLIND AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, SBLIND AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT: (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE; (III) ANY INFORMATION YOU OBTAIN IN RELATION TO THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED AS PART OF THE SERVICE WILL BE CORRECTED.

SBLIND DOES NOT WARRANT THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND SBLIND DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU ACCESS ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER, OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL. YOU ALSO ACKNOWLEDGE THAT THE SERVICE IS NOT DESIGNED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE FAILURES OR DELAYS, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE SERVICE, COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

### LIMITATIONS OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE



SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

SBLIND WILL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING EXCLUSIONS DO NOT APPLY TO LOSSES ARISING FROM (A) SBLIND'S FAILURE TO EXERCISE REASONABLE SKILL AND DUE CARE; (B) SBLIND'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SBLIND AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF SBLIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION, CORRUPTION, OR FAILURE TO STORE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## INDEMNITY

You agree to defend, indemnify, and hold harmless Sblind, its affiliates, subsidiaries, officers, directors, employees, agents, partners, and licensors from any claim or demand, including reasonable legal fees, made by any third party due to or arising from: (a) the Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by Sblind as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of others. This means that you cannot sue Sblind, its affiliates, subsidiaries, officers, directors, employees, agents, partners, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of Sblind's conclusion that a violation of this Agreement has occurred. This indemnity and hold harmless clause applies to all violations described or contemplated in this Agreement. This obligation will not be extinguished upon the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for any use of the Service through your Account, and that this Agreement applies to any and all uses of your Account. You agree to comply with this Agreement and to defend, indemnify, and hold harmless Sblind from any and all claims and demands arising from the use of your Account, whether or not such use was authorized by you.

## IX. GENERAL

### A. Notices

Sblind may send you notices regarding the Service, including changes to this Agreement, via email to the email address associated with your Account, or by postings on our website and/or through the Service.

### B. Governing Law

Except as expressly provided in the following paragraph, this Agreement and the relationship between you and Sblind will be governed by the laws of Italy, excluding its conflict of laws provisions. If you are not an Italian citizen, do not reside in Italy, or are not accessing the Service

from Italy, you agree that any disputes or claims arising from this Agreement will be governed by the applicable law as set forth below, excluding its conflict of laws provisions, and you will submit irrevocably to the non-exclusive jurisdiction of the courts located in the state, province, or country identified below whose law is applicable:

If you are a citizen of any European Union country or Switzerland, Norway, or Iceland, the applicable law and forum will be the law and courts of your habitual place of residence.

The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

### C. Entire Agreement

This Agreement constitutes the entire agreement between you and Sblind and governs your use of the Service, superseding any prior agreements between you and Sblind regarding the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held to be invalid or unenforceable, that part will be interpreted, consistent with applicable law, to reflect, as closely as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. Sblind's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision. You agree that, except as expressly provided in this Agreement, there will be no third-party beneficiaries to this Agreement.

D. For "SBLIND," as used in this Agreement, it means the registered trademark:

- 1B SRL with its registered office at Via Betty Ambiveri, 25, 24126 Bergamo – ITALY – Tax ID 04230560163

### ELECTRONIC CONTRACTS

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR THEM AND FOR ANY TRANSACTIONS MADE. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING CANCELLATION NOTICES, POLICIES, CONTRACTS, AND REQUESTS. To access and retain your electronic records, you may be required to have certain hardware and software for which you are solely responsible.

Last updated: January 14, 2021

Contact:

- 1B SRL, Via Betty Ambiveri, 25, 24126 Bergamo – ITALY – Tax ID 04230560163: 1b@pec.it