LICENSE AGREEMENT FOR THE "PREMIA COMMUNITY" PLATFORM

This agreement ("Agreement") governs the license to use the cloud software called "PREMIA COMMUNITY" ("Platform") by UNICUMPAY LLC, headquartered at Kutaisi, Avtomshenebeli Street No. 88 – Land Plot 01/298 – Georgia, tax ID 412769268 ("Licensor" or "UNICUMPAY"), the owner of the Software.

The client ("Licensee" or "Customer" or "User") has expressed interest in purchasing a license to use the Platform.

Through this Agreement, the Parties intend to regulate the terms and conditions for the use of the Software and Platform by the Customer.

Based on the foregoing, which constitutes an integral and substantial part of this Agreement, the Parties agree and stipulate as follows.

1. Definitions

1.1 The following terms are defined as:

- Activation: Activation of the service through the online registration form at https://community.premiagift.com/;
- Fee: The fee due from the Customer for the use of the Service, published at https://community.premiagift.com/, to be paid in advance at the time of Service activation, through the form available on the same website, and due upon Service renewal, according to the terms provided there;
- Licensor: UNICUMPAY LLC, headquartered at Kutaisi, Avtomshenebeli Street No. 88 – Land Plot 01/298 – Georgia, tax ID [0], the service provider, either directly or through third parties as defined below, regulated by these general service conditions;
- Intellectual Property Rights: All intellectual and industrial property rights, including without limitation rights related to: (i) registered, applied-for, or de facto trademarks, signs, names, domain names, or other identifiers and distinctive signs; (ii) copyrights, related rights, and sui generis rights (including rights to computer programs and related source and object codes, algorithms, databases, data files, raw, semi-processed, and processed data, mathematical models, formulas of all kinds and nature); (iii) registered or applied-for patents and utility models; (iv) trade secrets, confidential and proprietary information (including industrial and/or commercial secrets, as well as protectable know-how under Italian, EU, or foreign unfair competition laws); or (v) any other intellectual and industrial property rights;
- License: The license to use the Platform and Software covered by this Agreement, as further described in Article 2;
- Licensee: Also referred to as the Customer or User, the person who activates and uses the Platform service and must be at least eighteen years old on the registration date on the Platform;
- Partners: Third parties to whom the Licensor may delegate certain stages of service provision and ancillary services;
- Platform or Software or Software Service: The platform and software covered by this Agreement;
- Services: The Platform and Software Service services, which consist of creating and managing commercial networks and network systems;
- Accessory Services: Any ancillary services to the Platform and Software Service;

- Bundle Services: Individual services and/or products that the Customer can activate and/or purchase, either free or paid, through the Software and Platform, including specific initiatives aimed at promoting the Platform and rewarding the User with special bonuses when the User brings in new customers who sign a license agreement for the Platform; using the Bundle Services is subject to an active Platform license.

2.   Subject

2.1   Through this Agreement, the Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable license to use the Platform, limited in time to the duration of the Agreement and without territorial restrictions.

2.2   The Platform's Services are provided by the Licensor with characteristics, functionalities, and associated costs described on the website https://community.premiagift.com and make the following available to the User:

- a) Online access to the Platform, via Internet connection;
- b) Activation services, following the User's payment of the activation Fee, for setting up the User's personal database and access credentials to the Platform;
- c) Platform Services;
- d) Accessory Services with support through the ticketing system;
- e) A voucher for activating a promotional-price Bundle Services package available to the User, to be governed by a specific and formalized Agreement between the User and the Licensor.

2.3   The Licensee's use of the Platform will occur using general access credentials (username and password); the User will have their own personal access account with a password, which must be kept strictly confidential and cannot be disclosed to third parties, even if they are employees, collaborators, or consultants of the Licensee.

2.4   Each Licensee may activate only one (1) Platform license

2.5   The Licensee is prohibited from assigning or sublicensing the Platform license to third parties or allowing third parties to use it, whether for free or for a fee, even temporarily.

3.   **Conclusion and Effectiveness of the Agreement**

3.1   The contractual relationship is deemed concluded with the User's advance payment of the Fee as per Article 2.2, letter b) upon service activation and the tacit acceptance by the Licensor, without any obligation to notify, but by proceeding with the service activation procedures for the Platform as specified in this Agreement.

3.2   It will not be possible to request a refund of the Fee amount, except by exercising the right of withdrawal in Article 4.

4.   Duration and Withdrawal

4.1   The contractual relationship has a duration of 30 (thirty) months, without automatic renewal. The Agreement starts on the day the Platform service is activated, with the creation of the user profile and payment by the Customer of the fee specified in Article 2.2, letter b).

4.2   The Agreement must be renewed by the Customer at each expiration. Renewal can be completed by following the instructions that the Licensor will send via email near the expiration date within the following terms: 60 (sixty) days before expiration; 30 (thirty) days before expiration; and on the expiration day.

4.3 If the renewal payment is not made on the expiration date, the user will be deactivated but will still be able to access the Platform database for an additional 30 (thirty) days, after which the associated archive will be deleted.

4.4 The Customer may freely withdraw from this Agreement without providing any reason, within 14 (fourteen) days from the Platform service activation date. To exercise the right of withdrawal, the relevant communication must be sent before the end of the 14-day period. If the Customer exercises the right of withdrawal, they will be refunded the full amount paid for the Platform usage license. The refund will be issued within 14 (fourteen) days after the notification of the withdrawal is received.

5. Fees and Payment Methods

5.1 The Service cannot be used free of charge.

5.2 The Fee is due no later than 2 (two) days from the activation or renewal date of the Service as indicated in Article 2.

5.3 Customer will be responsible for paying the Service Fee as specified in Article 5.2 by filling out the form available at https://community.premiagift.com/, and upon renewal, according to the terms published at https://community.premiagift.com/.

5.4 If the Customer does not pay the Fees by midnight on the due date, the Licensor will immediately suspend the Platform service and/or Accessory Services and/or Bundle Services, and the User's account and associated data in the database will be permanently deleted as per Article 4.3. In this case, the Agreement will be considered terminated, the Platform database will be inaccessible, and the archive will be deleted.

6. Amendments to the General Terms of Service

6.1 The Licensor reserves the right to update the technical specifications of the Platform and Accessory Services at any time to improve performance and functionality. If such modifications entail new usage methods, these will be communicated via https://community.premiagift.com/.

6.2 The Licensor also reserves the right to change the Platform service Fees at any time due to increases in management costs, by publishing the new price lists on the website https://community.premiagift.com/ or by directly notifying the User. By paying the new Fee, the Licensee will demonstrate acceptance of the changes through conclusive conduct.

6.3 If the Licensee does not wish to accept the Fee changes as per paragraph 6.2, they may immediately withdraw from the service or accessory services by notifying the Licensor by registered letter or email, without prejudice to the Licensor's right to collect the Fee for the service and charges for accessory services provided up to that point, excluding any other compensation.

7. Licensee's Obligations and Responsibilities

7.1 Activating the Platform by the Licensee does not grant them any rights to the Platform, which remains the exclusive property of the Licensor and cannot be used for purposes other than those in this Agreement.

7.2 The Licensee agrees not to lend, either for free or for a fee, the service for use or sublicense it to third parties—including companies that control, are controlled by, or belong to the same group as the Licensee—except for employees and collaborators, without the Licensor's prior written consent.

7.3   The Licensee agrees not to transfer to third parties (as defined in the previous paragraph) any alphanumeric codes (username and password) required for accessing the Platform or other activated Bundle Services, agreeing to keep them secure and confidential, and assumes responsibility toward the Licensor and any third parties in case of any breach, even partial, of the obligations set forth in this paragraph.

7.4   If executing Bundle Services requires specific data to be entered by the Licensee on the Platform or transmitted by other means (email, fax, etc.), the Licensee is solely responsible for the accuracy of the data entered, delivered, or communicated.

8.   Licensor's Obligations and Warranties

8.1   Licensor commits to ensuring the continuity and quality of the service and Accessory Services as described on the website https://community.premiagift.com/, subject to Articles 9 and 10.

8.2   The Licensor warrants that the licensed Platform complies with the technical and functional characteristics described on the official service website. This warranty, conditioned upon the Licensee's hardware functioning properly and being used correctly, applies exclusively to inherent application defects. It does not cover malfunctions due to improper or atypical use of the Platform by the User.

8.3   The Licensor, by committing to maintain the Platform under this License Agreement, ensures that the service and related Accessory Services can perform the operations and produce the results described to the Licensee, who, by subscribing to the service and Accessory Services, acknowledges they have been informed and that it meets their needs.

9.   Service Suspension

9.1   The Licensor does not guarantee the user's continuous connection to the Platform and is therefore not liable for any technical issues that prevent access to the Platform, individual pages, and/or one or more functionalities.

9.2   The Licensor disclaims liability for interruptions to the service and Accessory Services due to unforeseen, exceptional, and force majeure causes, including hacker attacks, telephone, electrical, and/or national or international network failures, or technical devices of the Licensor or other operators required for proper service functioning, unrelated to Licensor maintenance.

9.3   If the Licensor suspends the service and Accessory Services due to any of the circumstances described above, no refund of the Platform service Fee for the unused period will be issued.

9.4   The Licensor will not be required to pay additional compensation, even compensatory, for direct or indirect damages suffered by the Licensee or third parties due to use or non-use of the Platform and Accessory Services.

9.5   User acknowledges and declares that they have no claims against the Licensor in case of service disruptions that compromise access to the Platform or its correct and complete functionality.

10. Data

10.1   The Parties agree that the Customer cannot back up their data processed and stored within the Platform. The Customer acknowledges that 15 (fifteen) days after the Agreement's termination, it will no longer be possible to access the data and/or information and/or content they entered in the Platform. For any termination of the Agreement, the Customer now and in the future releases the Licensor from any liability for any total or

partial loss or damage to the data and/or information and/or content entered by the Customer.

11. Disclaimer of Liability for Indirect Damages
11.1   Under no circumstances will the Licensor or its suppliers be liable for damages (including, without limitation, damages for loss or lack of profit, business interruption, loss of stored information, or other economic losses) arising from the Platform's use or hacker attacks, even if the Licensor was warned of the possibility of such damages, except as required by law. The Licensor's liability under this Agreement is limited to the amount actually paid for the Platform, predetermined by the Parties as a penalty.

12. Majeure
12.1   Neither Party will be liable for failing to fulfill any of the obligations under this Agreement if the cause is due to an event beyond their control, unforeseeable and unavoidable. For this clause, and without limitation, a force majeure event includes: declared and undeclared wars, natural disasters, explosions, fires, sabotage, strikes and lockouts, legitimate or illegitimate acts of authority, epidemics.

12.2   If a force majeure event occurs, the affected Party will immediately notify the other Party in writing.

12.3   For the entire period during which the force majeure event or its effects persist, the non-performing Party will not be held liable for its inability to fulfill obligations impeded by the force majeure event, provided that these obligations will be fulfilled as soon as possible after the event has ended.

13. Confidentiality Clause
13.1   Licensee agrees to keep confidential the technical aspects and solutions adopted in the Platform service, including any specific customizations made for them.

13.2   Licensor agrees to implement all necessary measures to ensure data security as required by current personal data protection laws in providing the Platform and Bundle Services, as governed by Article 14.

14. Privacy
14.1   Personal data provided by the Customer to the Licensor are protected under Articles 13 and 14 of the European Regulation 679/2016 on personal data protection ("GDPR"). The data controller is the Licensor.

14.2   The provision of all data related to this Agreement is closely linked to the contractual relationship's execution; failure to consent will result in the inability to execute the contractual relationship.

14.3   The Licensor does not sell, rent, or lend its User lists and related data to third parties.

15. Express Termination Clause
15.1   Without prejudice to any other rights of the Licensor, any breach, even minor, by the Licensee of the obligations in Articles 5 and 7 of this Agreement will result in its immediate termination by law, subject to the right to compensation for any additional damages.

15.2   This Agreement will automatically terminate due to the Licensee's fault if the Licensor declares by registered letter or PEC that it intends to invoke this clause

15.3   This Agreement will automatically terminate due to the Licensor's fault if the Licensee declares by registered letter or other valid means that they intend to invoke this clause if the Licensor breaches the obligation in Article 12, paragraph 2.

15.4   The declaration referred to in the preceding paragraphs will take effect from the date of receipt of the relevant communication.

16. Safeguard Clause

16.1   The Licensor reserves the right to unilaterally amend any of this Agreement's clauses at its sole discretion. If no objections are raised or the Platform service is not canceled within 30 (thirty) days of these modifications, the changes will be considered accepted.

17. Mediation Clause

17.1   Any disputes arising between the parties regarding the interpretation, validity, effectiveness, performance, and termination of the contractual relationship and the acts constituting its execution, including any claims for damages, will be subject to mediation.

17.2   The parties agree to resort to mediation before initiating any arbitration or judicial proceedings.

17.3   Failure to comply with this mediation clause by the party initiating a lawsuit/arbitration or by the party invited to mediation under this clause but not participating will result in a penalty payable by the non-compliant party, equal to the costs for legal expenses, jointly and severally owed to the other parties.

18. Reference Clause

18.1   These contractual terms for the Platform service and the request govern the service provision relationship for the Platform, Activation, and Accessory Services.

18.2   In the event of a conflict between the provisions of this Agreement and the specific provisions on the website https://community.premiagift.com/, the latter will prevail.

18.3   By subscribing to the Platform service, the User accepts the clauses in this Agreement and the subscription request for the Platform service and acknowledges having reviewed them.

18.4   This Agreement is governed by the laws of Georgia.

The confirmation of the order on the webpage https://community.premiagift.com/ constitutes an express declaration of acknowledgment of the clauses in the following articles: Article 5 – Fees and Payment Methods; Article 7 – Licensee's Obligations and Responsibilities; Article 9 – Service Suspension; Article 11 – Disclaimer of Liability for Indirect Damages; Article 12 – Force Majeure; Article 13 – Confidentiality Clause; Article 15 – Express Termination Clause; Article 16 – Safeguard Clause; Article 17 – Mediation Clause.

Last Update: Novembre 08, 2024