

General Terms & Conditions

1.1 This Contract (hereinafter **Contract**) is undersigned between Noisefeed S.r.L., with head offices in Chiavari (GE), Via D. Gagliardo 7 (hereinafter, **Noisefeed**), and the user of the Platform and the Service (as defined below) (hereinafter, **Customer**) whose data and general information were registered by the Customer in the relevant section of the Platform. This Contract governs the access to and non-exclusive use of some or all of the features made available in the restricted area (hereinafter the **Platform**) of Noisefeed's website www.noisefeed.com and the supply of other online services by Noisefeed (hereinafter **Service**), which are provided and managed by directly by Noisefeed or through its agents, dealers and third parties authorised by the same contractors.

1.2 This Contract shall apply to any and all contracts stipulated between Noisefeed and the Customer, unless otherwise agreed in writing with Noisefeed.

1.3 The Customer may also purchase a variety of Services, Packages (as defined below) or multiple simultaneous accesses to the Platform (**Additional Accounts**). In which case, the provisions of this Contract shall apply to all Services, Packages or simultaneous accesses to the Platform without the need to sign each individual and distinct contract.

1.4 This Contract comprises the "General Terms and Conditions for the Sale and Use of the Noisefeed Platform Service" (hereinafter **General Terms**) and "Special Terms and Conditions for the Sale and Use of the Noisefeed Platform Service" (**Special Terms**). In case of conflict or discrepancies, the Special Terms shall prevail on the General Terms.

1.5 The Contract shall be deemed concluded when the Customer settles the Consideration (as defined below) and accepts the General Terms of this Contract. The non-payment of the Consideration, where due to Noisefeed, shall be considered as a cause of failure to complete the Contract.

2. Packages

2.1 The Service offered by Noisefeed is divided into 'packages' in accordance with the type of Service the Customer intends to purchase. More particularly, the

Service is divided into different packages (hereafter indiscriminately **Packages**), which are choose by the Customer.

2.2 The Packages choose by the Customer are those included in the Terms & Conditions of Service. The Terms shall include the features of the Platform which are available to each Customer.

2.3 With regard to the features available on the Platform and included in the Terms & Conditions of Service, the following shall apply:

a. Video & Datas Download

Customers are expressly forbidden to upload, publish, distribute, sell, re-sell, make accessible to the public on or through any website held or controlled by the same Customer, third parties or Noisefeed's competitors, any video or any other content downloaded from the Platform.

3. Supply of the Service

3.1 The Service is provided on an ongoing basis every day of the week, 24 hours a day, except where the Service is suspended due to technical problems and/or maintenance governed by Article 3.5 below.

3.2 Noisefeed shall provide the Customer with a USERNAME and PASSWORD (hereinafter **Login Credentials**). The unlawful use of the Login Credentials and/or their use by third parties other than the Customer are the sole responsibility of the Customer in order to protect Noisefeed from any direct or indirect damage the latter is likely to suffer, as a result of illegal use of the Login Credentials. In case of loss and/or failure to remember the Login Credentials, the Customer may request new Login Credentials through the Platform to replace the previous ones. The use of the USERNAME and PASSWORD of the Customer shall not be allowed by Customer to any third party.

3.3 Noisefeed requires the Customer to provide specific information about him/herself, his/her company, corporation or profession in order to use the Service. The Customer undertakes to provide true inside the contract, accurate and complete information and to refrain from falsely representing affiliation with any person or entity. The Customer should always ensure the e-mail address

provided to Noisefeed remains active or alternatively inform Noisefeed of any new, active e-mail addresses where notices may be sent.

3.4 The Customer may update and correct at any time the personal information disclosed to Noisefeed. To correct or update personal information entered, it is necessary to send a request to the following e-mail address "support@noisefeed.com". The Customer is responsible for the truthfulness and accuracy of personal data entered and Noisefeed shall not take any responsibility in this regard.

3.5 Noisefeed may suspend the Service or the access to the restricted area of the Platform in case of system maintenance which would otherwise not be possible. In this case, however, Noisefeed shall provide the Customer with ample written notice by e-mail in advance. The supply of the Service or access to the restricted area of the Platform will be restored within approximately 24 hours of the suspension, except in cases of force majeure preventing the estimated restoration.

4. Conduct of the Customer – User Generated Contents

4.1 The Customer's right to use the Service and Platform is personal; however, the legal representative of the Customer or a specifically authorised employee of the Customer may also have access. If Additional Accounts are purchased, the Customer will be provided with several Login Credentials to the Service, Packages and/or the Platform in accordance with the Additional Accounts.

4.2 Noisefeed may immediately cancel and/or suspend the Customer's Login Credentials and block access to the Platform, and supply, in whole or in part, of the Service if Noisefeed detects any unauthorised use of Login Credentials and/or any use of the Platform and the Service that is unauthorised or performed by unauthorised persons.

4.3 It is strictly prohibited for the Customer to assign, transfer and/or otherwise license and/or charge others to use the Service and/or access the Platform.

5. After-Sales Service offered by Noisefeed

5.1 Noisefeed provides the Customer with after-sales support via telephone or e-mail at no additional cost. Assistance is provided for technical enquiries concerning the use of the Platform and/or the Service or administrative information relating to payments or billing (hereinafter **Support Activities**).

5.2 The Support Activities will be provided via telephone and online every weekday during Italia business hours from 9:00 a.m. to 1:00 p.m. CET/CEST and from 2:00 p.m. to 6:00 p.m. CET/CEST, with the exception of bank, national and public holidays, days before such holidays or where a holiday on a national or local level is in force, through the provision of appropriate telephone and internet contact details. Noisefeed may extend, at its sole discretion, the support service also to extra Italian business hours.

6. Amount, Method of Payment, Payment Plan and Invoicing

6.1 The Customer shall pay Noisefeed the amount in Euros specified in the Terms & Conditions of Service for each Package selected by the Customer (the **Consideration**). The Consideration is exclusive of VAT as prescribed by law, if applicable. Payment of the Consideration shall occur in accordance with the method in Terms & Conditions of Service.

6.2 The Customer may pay the Consideration by credit card, the details of which must be previously disclosed to Noisefeed at the time of signing the Contract (the **Method of Payment**), in accordance with Article 6.3 below and with the Payment Plan set out in the Terms & Conditions of Service (the **Payment Plan**), unless otherwise specified in the Terms & Conditions of Service.

6.3 It is the sole responsibility of the Customer to provide written notice to Noisefeed of any updating of the information or changes regarding the chosen Method of Payment and/or Payment Plan.

6.4 After payment of the Consideration has been made, Noisefeed shall send the Customer the relative invoice in electronic format to the contact details provided by the Customer.

7. Industrial Property Rights of Noisefeed

7.1 The Customer agrees and acknowledges that the Platform and Service and any software used to provide the Service and the management of the Platform (the **Software**) are owned by Noisefeed. The Software contains confidential

information protected by applicable laws on copyright, trade secrets and other intellectual property rights (**Protected Materials**). Reproduction, distribution or transmission of the Software and the Protected Materials without the prior and express written consent of Noisefeed is prohibited.

7.2 Any reproduction, modification, creation of derivative works, redistribution or retransmission of the Software is expressly prohibited and will result in severe civil and criminal penalties. The Software, its structure, sequence, organisation and source code are considered the trade secrets of Noisefeed and are protected by law.

7.3 Without prejudice to the above, the copying or reproduction of the Software to any other server or location for further reproduction or redistribution is strictly prohibited. The Customer may not decompile or disassemble, perform reverse engineering or otherwise attempt to ascertain any source code contained in any software provided by Noisefeed in execution of this Contract.

8. Customer Declarations and Guarantees and Additional Agreements

8.1 The Platform and Service may be used solely and exclusively by professionals, i.e. individuals or legal entities acting for professional purposes (such as, by way of example, scouting, educational, tutorial and/or analysis activities). To this end, the Customer declares and guarantees him/herself to be a professional or to use the Platform and Service for corporate purposes.

8.2 The Customer declares, guarantees and undertakes that he/she: (a) has the power and authority to enter into this Contract; (b) is at least eighteen (18) years of age; (c) shall access the restricted area of the Platform and use the Service solely only in accordance with this Contract.

8.3 The Customer undertakes to comply with all laws, regulations, articles of association and decisions applicable to his/her company, corporation or profession for the entire duration of the Contract; such compliance is necessary or desirable in order to proceed with the signing and execution of this Contract.

9. Prohibition of Assignment of Contract

9.1 The Customer may not assign this Contract to any third party without the prior written consent of Noisefeed, under penalty of the immediate termination of this Contract due to the negligence of the Customer and damages.

9.2 The Customer may not sublicense and/or otherwise transfer to third parties the use of Login Credentials or the use of the Service or access to the Platform, under penalty of the immediate termination of this Contract due to the negligence of the Customer and damages.

10. Data Protection and Security

10.1 Noisefeed shall use reasonable physical, electronic and procedural safeguards to protect against data loss, misuse, alteration, and dissemination of any personal data received by Noisefeed from the Customer.

10.2 Any information provided by the Customer at the time of drafting of the Contract or any other information provided by the Customer concerning his/her company or profession (**Customer Data**) is subject to the Noisefeed Privacy Policy. Noisefeed reserves the right to update or modify the Privacy Policy from time to time at its sole discretion.

11. Communications and Notices

11.1 Statements, notices and other communications to the Customer may be made by post, e-mail, publication on the Platform or on the Noisefeed website or by any other reasonable means. The Customer shall be solely responsible for the updating of his/her postal address and registered e-mail account. Noisefeed shall not be responsible for undelivered notices due to the Customer's failure to update his/her account information. Except as provided above in general, Noisefeed may provide notices of changes to the Service by displaying notices or links to notices generally on the Noisefeed website.

12. Various

12.1 If any provision of this Contract is held invalid or unenforceable, such provision will be considered null and void while the remaining provisions will remain in full force and effect.

12.2 The failure of Noisefeed to exercise or enforce any right or provisions hereof shall not in any way constitute a waiver of such right or provision.

12.3 This Contract expresses the entire understanding and agreement between Noisefeed and the Customer pertaining to the subject matter thereof.

12.4 Section headings are provided for ease of reading and have no legal or contractual effect.

12.5 Each party acts independently and is not an agent or representative of any other party.

12.6 No party has the right or authority to create obligations or give representations or guarantees in the name and on behalf of another party. This Contract may not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any obligation or liability of a partnership to one of them. The parties acknowledge and agree that this Contract may be terminated electronically without the need for written signatures.

12.7 The Customer expressly declares that he/she has read and fully understood this Contract, and that he/she accepts all its terms and conditions. The Customer has independently evaluated all aspects of this Contract and the opportunity to adhere to them. The Customer declares that he/she does not rely on any representation, guarantee or statement by Noisefeed and/or third parties that is not expressly considered in this Contract and in the Terms & Conditions of Service.

13. Confidentiality

13.1 All the information which the Customer becomes aware of during the execution of this Contract concerning, for example, the organisation, business and activity of Noisefeed, as well as information regarding the Platform, Service, Software, Protected Materials and Footage or any other information acquired by the Customer under this Contract, is entirely confidential and must not be communicated or disclosed, either directly or indirectly, to third parties.

14. Governing Law and Jurisdiction

14.1 This Contract is governed by Italian law.

14.2 Any dispute arising between the parties concerning the interpretation, validity, efficacy and/or execution of the Contract shall be settled amicably between them, and if this is not possible, shall be referred exclusively to the Court of Genova.