

Terms of Service of the Super User

Teyuto S.r.l., a company incorporated under the laws of Italy with registered office in Florence (FI), Via Ippolito Pindemonte n. 63, P. IVA 06781570483 (hereinafter, **Teyuto**), has created and is the exclusive owner of the software of the same name (hereinafter, the **Software**) that allows individuals or legal entities to use, in SAAS (Software As A Service) mode, some or all of the Services (as defined below) against payment of a fee. These Terms of Service (hereinafter, TOS) govern the relationship regarding the services offered by Teyuto for the benefit of the Super User, as defined below, who accesses the services in the course of his or her business and should be considered in conjunction with the Privacy Policy and Cookie Policy. In the event of disagreement with respect to the TOS or any subsequent modification of the same, or in the event of dissatisfaction with the Services offered by Teyuto, the Super User shall be entitled to immediately discontinue the use of the Software, it being understood that, in said event, Teyuto undertakes to cooperate actively and promptly with the Super User in order to ensure an orderly and timely migration of the services, guaranteeing, until the conclusion of the aforementioned migration process (provided that it is communicated by the Super User no later than 7 - seven - days from the date of interruption of the use of the Software for any cause whatsoever), the continuity of operation of the Software. Teyuto shall have the right, but not the obligation, to strictly enforce the TOS including through litigation in the appropriate judicial venues.

The TOS are for the supply by Teyuto to the Super User of a license for SaaS access and use of the Software. Descriptions, details, customer service information, how and when to respond to individual plans, and the costs and terms of all services offered by Teyuto are set out on the Pricing page and in the Attached Materials. By using the Software, the Super User agrees to Teyuto's TOS. The service rendered by Teyuto and the use of the Software, are subject to the application of these TOS and any other rules, policies or documents attached to these TOS or sent by Teyuto (whether in hard copy or electronic format). In case of disagreement by the Super User with respect to any terms or conditions or subsequent modifications thereof, or in case of dissatisfaction with the services offered by Teyuto, the only solution is to immediately discontinue use of the Software. In such event, Teyuto agrees, in each case, to ensure Super User's use of the Software for at least 30 (thirty) days following the notice of the relevant change and, in the event of termination by Super User, to ensure an orderly and timely migration, as better described in the preceding paragraph.

The TOS shall govern any version, revision or improvement of the Software made available to the Super User by Teyuto. Subsequent versions of the Software that contain terms and conditions that differ from this agreement will be subject to a further request for acceptance to the Super User in a separate document. The provisions of the preceding paragraph shall apply in case of non-acceptance by the Super User.

In case the Super User wants to use specific services, provided by Teyuto within the Software, additional special terms and conditions may apply in addition to the present TOS only where specifically indicated.

1. Definitions and recitals

Account: means the web space with credential-protected access, present within the Software, which can also be viewed in part by Users.

Apps: means the mobile applications (by way of example only: apps for IOS platform, apps for Android platform, apps for Smart Tv platform, etc.) that the Super User may request Teyuto to develop and make available and linked to the Account.

Content: (i) files containing text, images, audio and/or video recordings, data and/or information organized in databases and otherwise all files, documents and/or information in any format that Teyuto makes available through the Software, or the Services, including any Content licensed by a third party; (ii) files

containing text, images, audio and/or video recordings, data and/or information organized in databases and otherwise all files, documents and/or information in any format are transmitted, copied, sent, made available to visitors to the platform.

Personal Data: all personal information relating to each Super User, including the first name, last name, company name, bank details, VAT number, address and telephone number, if any, collected through the Software.

Device: is the device through which the Super User and Users may use the Software. The minimum requirements are as indicated in the Attached Materials that can be reached at the link <https://help.teyuto.com/faq/what-platforms-does-teyuto-support>.

Attached Materials: all documents, materials, information on teyuto.com/ as well as otherwise notified, in digital and/or hard copy format, by Teyuto to the Super User, to be understood as integral parts of the TOS.

PAYG: is the "pay as you go" service offered by Teyuto, in which the Super User will enjoy the services on a "pay as you go" basis according to the terms and amounts described on the Pricing page.

Trial Period: means the period during which the services included in PAYG can be used free of charge by the Super User within the limits described on the Pricing page.

Pricing: means the page that can be reached at the link <https://teyuto.com/pricing>, at which applicable rates, payment methods, type of Services offered, etc. are described, among others.

Service: the services offered by Teyuto and described on the Pricing page .

SLA: the Service Level Agreements that define the service metrics and applicable to Teyuto Prime Accounts.

Software: is the platform offered by Teyuto that allows the Super User, in SAAS mode to use the Services against payment of a fee.

Super User: the legal entity or natural person who uses the Software exclusively through a Device, after viewing and accepting these TOS.

TOS: this document, together with the attached documents and Materials.

User: are the end users of the Software to whom the Super User, by virtue of the license granted by Teyuto, may permit use.

Depending on the context, the meaning of a term used in the singular includes the plural, that of a term used in the masculine includes the feminine, and vice versa.

Technical IT terms in these TOS should be interpreted in the common sense and current meaning they have in the relevant IT field.

2. Description of Services

The Services include an online video platform through which Super Users can create, manage, and edit VOD (Video on Demand) platforms without having to possess specific technical knowledge. This is done through a comprehensive CMS (Content Management System) that manages all the features of a video on demand solution. It is understood that Teyuto has no control over the conduct of Super Users and excludes any liability in this regard to the maximum extent permitted by law. Teyuto reserves the right to approve the registration of Super Users. In case of non-approval, the Account and any of its contents may be deleted from the Software without prior notice. Once approved, the Super User's membership may no longer be subject to deletion by Teyuto, except upon termination of the effects of the TOS and the relevant subscription, provided that a period of time equal to at least 3 (three) months has elapsed.

3. Privacy

3.1 Super User acknowledges having read Teyuto's Privacy and Cookie Policies, available at <https://teyuto.com/legal-docs#privacy-policy> and <https://teyuto.com/legal-docs#cookie-policy>, as amended from time to time. These Policies govern Teyuto's acquisition and use of Super Users' Personal Data.

3.2 Teyuto acknowledges and confirms that any processing of personal data arising from the execution of the TOS will be carried out only for the purposes related to such execution or for the other purposes for which the Super User has given express and unequivocal consent, and in any case in compliance with the provisions of Legislative Decree 196/2003 and ss.mm., Legislative Decree 101/2018 as well as EU Reg. 679/2016.

In particular, the Super User declares to have been informed about:

- (a) the purposes and methods of the processing for which the data are intended;
- b) the obligatory or optional nature of the provision of the data;
- (c) the consequences of any refusal to respond;
- d) the subjects or categories of subjects to whom the data may be communicated and the scope of dissemination of such data;
- e) the rights referred to in Articles 15 (right of access), 16 (right of rectification), 17 (right to be forgotten), 18 (right to restriction of processing), 20 (right to data portability) of the Regulations;
- (f) the name, company name or business name and the domicile, residence or seat of the data controller.

4. Account creation procedure and how to use it

4.1 To use the Software, the Super User must register by logging on to the Software portal at the URL www.teyuto.com and perform the procedure indicated therein. Upon completion of the guided procedure, the Super User will be able to access the Software with his or her username (the e-mail address communicated during registration) and password of his or her choice. The Software provides the Super User with a web-based interface that allows access to the features provided for the different profiles and levels of use. Access to the Software is through secure and unique authentication, thanks to the use of the communication mechanism, which protects documents from unauthorized viewing while allowing maximum flexibility in the allocation of access permissions. Super Users, by creating an Account, declare that they are over 18 years of age at the time of their registration and that they possess all the powers and/or authorizations necessary to bind themselves and/or the persons, natural or legal, they represent to the conditions set forth in these TOS.

4.2 Failure on the part of the Super User to fill in all the fields indicated as "mandatory" during registration, will not make it possible for the same to use the services offered by the Software. The Super User undertakes to verify the accuracy of the data entered, it being understood that, in case of inaccurate data, no responsibility can be ascribed to Teyuto for the failure to check the same.

4.3 The Super User may possibly also make a valid registration by alternative means, exclusively where such option is made available by Teyuto. The Super User, upon registration through such modes, declares that the data provided correspond to the truth and assumes all civil and criminal liability for any falsity of the same. It is the responsibility of the Super User to employ all appropriate measures to ensure the confidentiality of the credentials for access to the Account.

4.4 The Super User, after the completion of the registration procedure referred to in this Article, may use all the services of the Software indicated as active, and may optionally opt for an additional level of services,

following the directions therein. The activation time for the Apps is described during the purchase phase and may vary from 30 to 45 days. The amounts due according to the type of service chosen will in any case be paid by the Super User from the time of the request for the additional service made by the Super User.

4.5 The access credentials referred to in this article are personal, relative to the Super User and non-transferable (not even free of charge). Each Super User agrees to use only and exclusively the Account initially created, regardless of whether it was registered under his or her own identity or that of a third party. Under no circumstances may the Super User use the Account of a third party. Any exception to this rule must be explicitly requested by the Super User to Teyuto. The Super User may then proceed only against Teyuto's explicit and specific permission. In the absence of such explicit authorization, the creation or use of new Accounts under one's own or a third party's identity may result in the immediate and indefinite Suspension of the Account or its ultimate Cancellation.

4.6 Teyuto reserves the right to suspend and/or cancel the Super User's registration at any time and to take action in the appropriate judicial venues, if the data provided during registration is not true, correct, and/or issued in violation of the rights of third parties and is not modified and/or updated within the term of 30 (thirty) working days from the date of the relevant request made by Teyuto. It will find, in any case, the above provisions on the subject of migration of services applicable.

4.7 Teyuto reserves the right to cancel the Super User's registration even in the event that the payment card data should be removed and no alternative data is provided within the term of 10 (ten) days from the relevant communication sent by Teyuto to the Super User. It is understood that, during the aforementioned period allowed for the communication of alternative data, the Super User's Account who has opted for a paid plan may be suspended at Teyuto's sole discretion.

4.8 Teyuto may apply, for the duration of the subject TOS, within the Software certain technological protection measures (hereinafter also referred to as "MTPs") to prevent unlicensed or unlawful use of the Software itself or to increase the level of security of use of the Super User's Account, it being understood that Teyuto undertakes to put in place all necessary or appropriate measures to ensure that the level of quality and usability of the Services offered remains unchanged, to the extent technically possible and sustainable. The Super User expressly agrees that Teyuto may use such MTPs to protect the Software.

4.9 Where indicated, the Super User may use the Software and/or Services free of charge within the limits set forth in the Trial Period and/or in the Attached Materials.

4.10 The registration process will require the entry of valid credit card information in order to validate the Super User, even where a free trial period is provided. This procedure will be handled through the secure Stripe system (<https://stripe.com/it/privacy>), which will allow the Super User's registration to be validated without providing for any actual charge to the credit card. It is understood that the Super User using the PAYG service will only make the credit card entry at the end of the Trial Period.

4.11 It is at Teyuto's sole discretion to offer, validate and/or limit the free trial referred to in the preceding paragraph. For these purposes, Teyuto reserves the right to use any appropriate verification necessary (by way of example only: the ID of the User's device, the payment method chosen or the Super User's email address, etc.).

4.12 In the event that the Super User decides to remove the App, he/she shall make such request to Teyuto with three months' notice, during which period he/she shall continue to pay, against Teyuto's provision of the Services chosen during Account activation, the fees to the extent and in the manner last determined.

4.13 In order to be able to complete the registration and Account creation process, the Super User is obliged to agree to comply with these TOS and Privacy Policy. Otherwise, the Super User will not be able to complete the registration process and the respective Account creation.

4.14 Upon completion of the registration process, the Super User will receive a confirmation of successful registration to the email address.

4.15 Account Cancellation, Suspension, and Ban.

The Super User is required to comply with these TOS as well as any rules otherwise presented by Teyuto and/or any other obligations under applicable law. In the event of a Super User's violation of one or more of these provisions, Teyuto reserves the right, at its sole discretion, to proceed with the Cancellation, Suspension and/or Ban, as defined below, of said Super User's Account. It is understood that violations may also be learned through one or more reports forwarded by other Super Users. It will find, in any case, application of the above provisions on the subject of migration of services.

Account Cancellation: The individual Super User's Account is completely removed from the Software and any data regarding the Super User is deleted. Therefore, following cancellation, Teyuto will no longer be in possession of any data disclosed by the Super User during registration and creation of the Account.

Account Suspension: the Super User retains his or her personal Account in addition to being able to access the Software. However, the Super User will be prevented from using the Services.

Account Ban: the Account will be completely blocked in all its functionality without, however, being removed and/or deleted. In this way, Teyuto will be able to prevent the banned Super User from creating a new Account reusing his/her credentials and proceeding to use the Services again. It is understood that Teyuto will use the personal data and information of the Super User subject to Ban only and exclusively to the extent strictly necessary to make the Ban effective and to monitor (and prevent) any attempts by the subject to Ban to open a new Account.

It is understood that in the event of Account Cancellation, Suspension or Ban, the Super User shall not be entitled to any refund and/or compensation resulting from the inability to use the Services.

5. Object and duration of TOS

5.1 The TOS relate to the supply by Teyuto to the Super User of a license for access to and use in SaaS mode of the Software, according to the features and level of service expressly indicated in the registration process or within any Attached Materials. Descriptions, details, customer service information, how and when to respond to individual plans, and the costs and terms of all Services offered by Teyuto are set out at the dedicated Pricing link and in the Attached Materials.

5.2 If the service level of the Software chosen by the Super User includes the provision of no. 1 (one) template standard terms of service and no. 1 (one) standard privacy policy template, relating to the Super User's use of the Software with respect to Users - the Super User expressly acknowledges how these documents are to be understood as standard templates, with limited technical adherence to what is provided with the TOS, to be customized and supplemented, by the Super User itself, to make them compliant with respect to the use with the Software (by way of example only: the Super User shall modify these documents in case of different/additional data requests to Users, installation of plug-ins, etc.). The Super User is therefore solely and exclusively responsible for the two documents referred to in this article, and expressly agrees to substantially and procedurally indemnify Teyuto, holding it harmless from any and all losses, damages, liabilities, costs or expenses, including legal fees, arising from economic claims that any third parties may also have on the documents referred to in this article.

5.3 The Super User expressly acknowledges how, once it has identified a level of services and features of the Software, it will have at its disposal a defined number of quotas/storage (as defined in the Attached Material that can be reached at the following link <https://help.teyuto.com/faq/how-quotas-work>) and a value and cost of extra quota/storage/etc. (as indicated at this dedicated Pricing link). As a result of the

foregoing paragraph, the Super User agrees to pay Teyuto the actual fee to which the Super User is entitled (which may then vary from when indicated in the base fee for the level of service/feature chosen by the Super User), which will be calculated based on the Super User's actual use of the Software.

5.4 The Parties acknowledge that, in the event that Teyuto detects an abnormal variation in the Super User's use of the fees/storage/etc. included in the service/feature level chosen by the Super User, Teyuto may at its sole discretion suspend, either temporarily or permanently, the Account in order to make, without limitation, any type of investigation deemed necessary, require payment guarantees and/or propose different service/feature levels, etc.

5.5 The TOS are valid from the day of their subscription, until the expiration defined by the duration of the service chosen by the Super User (by way of example only: 31 days from the date of subscription, 365 days from the date of subscription, etc.) - and are understood to be renewed, from time to time, for a period equal to the opted duration above, until any cancellation made by the Super User exclusively within 48 (forty-eight) hours from the expiration of their service through the dedicated section within their Account. In case of a request for specific additional services such as apps development - a possibility active only for specific service levels or duration chosen by Super Users - the duration of the TOS shall be understood to be renewed, for a period equal to the duration chosen by the Super User in the phase preceding such request (by way of example only: if the Super User has activated Teyuto's services for an annual period equal to n. 12 (twelve) months, and after n. 6 (six) months requests to Teyuto the development of apps, the duration of TOS will be equal to n. 12 (twelve) months from this specific request, for a total duration of TOS equal to n. 18 (eighteen) months. In case of non-compliance with the foregoing paragraphs, the Super User expressly acknowledges how the Contract will automatically renew for the previous term period.

5.6 Teyuto will, only after the expiration of the TOS (in case of cancellation or failure to activate the paid subscription referred to in the preceding paragraphs), remove, at its own discretion, access to the Software, to any further services covered by the TOS and to the deletion of any data specifically present within the Account.

5.7 In the event of a request by the Super User for one or more Apps, Teyuto agrees to develop them and make them available in the timeframe indicated in the request for the same or as better indicated at the following link www.teyuto.com and/or in the Attached Materials. Teyuto agrees to submit the App for approval at the specific distribution stores, but shall in no event be held liable for any failure to approve the same or for delays with respect to the relevant acceptance timelines, it being understood that, in any event, Teyuto agrees to cooperate in a timely manner in order to facilitate such acceptance process. The Parties expressly acknowledge how Teyuto, unless otherwise agreed, is not obligated to provide Super User with any maintenance or update assistance on the aforementioned Apps, but only an activity of assistance related to fixes, bugs or system updates.

6. Licensing to Super User

6.1 The Super User who completes the registration process for the Software is granted by Teyuto a limited, non-exclusive, revocable license to personally use the Software in accordance with the limitations set forth in the TOS. The license hereunder shall also be deemed granted for subsequent upgrades unless such upgrades are accompanied by specific terms of use.

6.2 The Super User shall not, by way of example and not exhaustively:

1. circumvent technological limitations in the Software;
2. de-compile or dis-assemble the Software;
3. publish (in analog or digital format) the Software to enable its duplication by third parties;
4. rent, lease or lend the Software;

5. transfer this license to third parties.

6.3 The Software is licensed, by Teyuto to the Super User, on an "as is" basis, and the Super User itself uses it at its own risk. Teyuto does not recognize any additional express conditions or warranties, other than those provided by Italian law and/or those necessary or appropriate for the purpose of proper fulfillment of SLAs where applicable.

6.4 The Super User shall not, in any event, transfer or sub-license the rights and/or license covered by these TOS.

7. Consideration and costs

7.1 The Super User agrees to pay Teyuto, in consideration of Teyuto's supply of some or all levels of services and/or features of the Software, the fees in the amount and in the manner determined within the website on the Pricing page or in the Attached Materials.

7.2 The amounts referred to in this article shall be paid no later than the first day of each month for which the Service is active, starting from the date of activation of the subscription. In the event that the Super User requests specific additional services from Teyuto (by way of example only: app for Android/IOS, app for Smart Tv, increased quotas/storage/etc. available to the Account, etc.), the latter will obligatorily require the Super User - in order to be able to provide the additional services - to adjust its current subscription plan to the new services and levels requested.

7.3 Where there is a delay in the payment of the amounts referred to in this article, Teyuto may suspend and/or deactivate the Super User's Account (or any part thereof). Teyuto will again attempt to charge the amounts due.

7.4 If the delay in the payment of the sums referred to in this article exceeds 30 (thirty) days from the agreed terms, Teyuto may, at its own discretion, proceed to deactivate and delete the Account and the content entered therein. The above provisions regarding migration services shall, in any event, apply.

7.5 In the cases referred to in the preceding paragraphs, the Super User shall pay to Teyuto the maximum interest rate allowed by Italian law, calculated on what is due to the latter from the due date until full payment of the amounts.

7.6 Super User agrees to substantially and procedurally indemnify Teyuto and hold Teyuto harmless from any and all losses, damages, liabilities, costs or expenses, including attorneys' fees, arising out of or in any way related to the collection of such outstanding amounts.

7.7 Service levels/features/features and pricing/fees of the offer and of the Software may change at Teyuto's sole discretion. The latter undertakes to communicate such variations to the Super User, making it possible for the Super User to withdraw from the TOS in the manner communicated. The above provisions regarding migration services will, in any case, apply.

7.8 It is understood that all costs arising from, or connected with, access to and use of the Software (such as, but not limited to: Internet connection costs and any other costs related to the use of the Software from the Device) remain the responsibility of the Super User and the Users.

8. Taxes, Licenses and Certifications

8.1 Teyuto does not pay taxes on behalf of Super Users nor in any way can it be held responsible for the proper issuance of prescribed tax documents, including detailing the amounts or rates of different taxes applicable to the different nature of the services offered. The Super Users shall be solely responsible for any taxes relating to them and arising out of any intervening contract.

8.2 Depending on the circumstances, including the number of transactions conducted and the subject matter of the transaction, licenses or certifications may be required by law. Teyuto is not responsible for determining the instances in which it is necessary to hold a license and/or certificate to use the Services or Software, or to conduct a transaction through the same.

9. Teyuto's Liability

9.1 Teyuto makes no commitment with respect to whether the Software is suitable for any particular results or purposes expected by the Super User and expressly disclaims any related warranty in this regard. By accepting these TOS the Super User represents and confirms that he/she has checked the technical and economic characteristics of the Software, and has found them to be in all respects in accordance with his/her expectations and suitable for his/her needs.

9.2 Teyuto shall not be liable for any inability to access and/or use the Software that may result from any incompatibility of the Device with the Software (if reported in these TOS) and/or Internet connection problems.

9.3 Without prejudice to the mandatory limits of the law, Teyuto's liability for damages of any kind caused, in the performance of the Software, by Teyuto to the Super User shall, in any event, be limited only to cases of willful misconduct or gross negligence on the part of Teyuto.

9.4 Teyuto, in the event of damage to or loss of Super User's data not resulting from Teyuto's willful misconduct or gross negligence, shall only be responsible for normal data recovery operations (to be carried out by the end of the business day following the aforementioned) designed to restore the condition of such data to the state in which it was not later than 48 (forty-eight) hours prior to its loss or damage. It is the Super User's responsibility to make periodic backup copies of the data contained in its Device (by way of example only: personal data, configuration files, data archive, etc.) and to verify the integrity of such backup copies.

9.5 Without prejudice to the mandatory limits of the law, Teyuto shall not be liable for any consequences on the Super User's computer systems resulting:

- I. from any installation and/or use of software or services by the Super User itself on its own computer system;
- II. from changes in the hardware and/or software configuration made by the Super User itself on its own computer system.

9.6 Teyuto shall in no way be liable for any loss of data, disclosure of personal or sensitive data and any other kind of damage directly or indirectly suffered by the Super User that was caused by malware on the Internet.

9.7 The Super User agrees to substantially and procedurally indemnify Teyuto and hold Teyuto harmless from any and all losses, damages, liabilities, costs or expenses, including attorneys' fees, arising out of or in any way related to claims or contentions of third parties relating to transactions in violation of the TOS (or in violation of any applicable regulations), made by the Super User using the Software.

10. Super User's Liability

10.1 Super User agrees to use (and to have Users use) the Software in a manner consistent with the provisions of these TOS and, in any event, solely for lawful purposes.

10.2 Any breach of these TOS by the Super User (and/or Users) may result in termination of the TOS pursuant to and for the purposes of Article 1454 of the Italian Civil Code, if the same is not cured within 30

(thirty) days after receipt by the Super User of the written objection sent by Teyuto, unless otherwise agreed between the parties or provided for in the TOS. It is understood, in any event, that in the event of termination of these TOS, Teyuto agrees to cooperate with the Super User in order to ensure an orderly and timely service migration process as set forth above.

10.3 By signing the TOS, the Super User declares and confirms that he/she has checked the technical and economic characteristics of the Software and has found them to be in all respects in accordance with his/her expectations and adequate to his/her needs.

11. Security and User Feedback

Teyuto cares about the trustworthiness of its users, as well as the successful completion of business transactions put in place through the Software and makes every effort aimed at the best possible degree of transparency. However, Teyuto is not required to verify the exact identity of Super Users, nor can Teyuto confirm the identity of each of them.

12. Content published on or through the Software

12.1 Content originating from Super Users.

The Super User is responsible for all Content shared and/or uploaded through the Software (personally and by Users). In particular, the Super User warrants that the Content, in addition to not being contrary to ex lege mandatory rules, is within his or her legitimate availability (or adequate release and/or intellectual property license has been obtained) and does not infringe any copyright, trademark, patent or other third party right arising by law, contract and/or custom, releasing Teyuto as of now from any burden of ascertaining and/or checking the veracity of such information. The Super User, in any event, expressly agrees to substantially and procedurally indemnify Teyuto and hold Teyuto harmless from any loss, damage, liability, cost or expense, including attorneys' fees, arising out of economic claims that third parties may have on the content referred to herein.

It is understood that Teyuto may remove, in its sole discretion, content that infringes upon the rights of third parties, and where this is not possible without the removal of the Account then it will do so.

12.2 Links to other websites

The Software and Services may contain links to third-party websites or resources. Teyuto is not responsible for: (i) the availability or accuracy of such websites or resources; or (ii) the Content, products, or services available on such websites or resources. Links to such websites or resources do not imply any endorsement by Teyuto of such websites or resources or the Content, products, or services available on such websites or resources. The Super User assumes sole responsibility and assumes all risks arising from his/her use of such websites or resources or the content, products or services on or available from such websites or resources.

Teyuto is also not responsible for the privacy policies or practices employed on other websites. When a Super User clicks on a link that directs to another site, the Super User is responsible for reading the privacy policies of that site.

12.3 Super User Declaration

The Super User declares that he/she fully and legitimately disposes of all rights to the Content (including but not limited to: copyrights, image and/or personality rights in general, trademark and other private rights, privacy rights, portrait rights, etc.) that he/she proceeds to post on his/her Account.

The Super User expressly declares that where he/she does not fully own the rights to the Content that he/she proceeds to post, he/she has been expressly authorized to dispose of the Content by the third party

owners of such rights and is therefore fully entitled to grant permission to use the Content to the extent provided in these TOS.

The Super User agrees not to post any Content if such Content and/or its use:

- is false, obscene, pornographic, defamatory, or includes racist, violent, offensive, harassing information, or incites to commit crimes or is otherwise illegal in Italy or in the place where the User uses the Services or the Software or under other laws however applicable;
- violates regulations regarding the processing of personal data or regarding the protection of trade secrets and confidential information;
- presupposes the possession by the Super User of authorizations, rights or requirements required by law that the Super User does not have;
- infringes patents, trademarks, copyrights or other rights of third parties;
- contains computer viruses or any program or software designed to interrupt, destroy, damage or even limit the functionality of any software, hardware or network equipment or the Services;
- is in any way harmful to Teyuto, other users or third parties.

13. Changes

Teyuto reserves the right, at its sole discretion, to make technical and/or operational changes to the Software or Services, or to modify these TOS by giving adequate notice at least 15 days in advance via the Software or by notice at the time of the update. The "Last Updated Date" at the bottom of these TOS will also be updated. If subsequent to the notice of future modification and during the time prior to the effective implementation of the modifications, the Super User continues to access or use the Software or Services, the Super User will be deemed to have accepted these TOS as modified. If the Super User finds such changes unacceptable, it may terminate at any time by discontinuing all use of the Software and Services.

14. Intellectual property, external links and ownership of documents

14.1 The Software is an intellectual work protected by copyright law (Law No. 633 of April 22, 1941, as amended and supplemented) for the protection of intellectual property. The owner of the rights to the Software is Teyuto which, subject to full acceptance of the terms and conditions set forth in this TOS, grants to the Super User free of charge the right, revocable in the manner provided herein, to use the Software solely within the limits set forth herein.

14.2 Reproduction, public communication, modification and any other act of use of the Software and Teyuto's proprietary content for purposes other than and in addition to those granted with the TOS are prohibited.

14.3 The intellectual property rights to the Teyuto trademark and domain name www.teyuto.com belong exclusively to Teyuto.

14.4 All other names, signs or other symbols within the Software may be trademarks registered by their respective owners. Unauthorized use of such marks may constitute an infringement of the rights of their respective owners, and as such, judicially actionable.

14.5 The Software may possibly use libraries of third party companies (possibly also open source), for which Teyuto has purchased appropriate licenses. By accepting these TOS, the Super User agrees to the terms and conditions relating to such third-party libraries. Teyuto is not responsible for the content of any third party websites and/or services performed by third parties (or any links therein) - contained within the Software.

14.6 Additional services that may be offered by Teyuto and are accessible to the Super User through links that point outside of the applicable Software will be governed and regulated by additional expressly designated documents.

14.7 The documents uploaded and/or managed by the Super User within the Software remain the exclusive property of the Super User, who by signing this document allows Teyuto to be able to carry out the operations necessary to perform the requested services.

14.8 By virtue of the TOS, unless otherwise agreed between the parties, the Super User allows Teyuto to use its logo, for informational and/or communication purposes, both on Teyuto's institutional websites, and on the presentation material of the Software.

15. Complaint Management

15.1 If a Super User believes that the conduct of other users is inappropriate, that his or her intellectual or industrial property rights have been infringed, as well as his or her privacy, or there are technical malfunctions of the Software, the Super User himself or herself, within 48 hours of discovering the infringement, must immediately send written notice to Teyuto, e-mail: info@teyuto.com

To be effective, the notification must include:

- the physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that was allegedly infringed;
- the details of the Super User that were provided at the time of the creation of the Account in order to be able to properly identify him/her;
- a detailed explanation of the malfunction or infringement and the reasons why such infringement is alleged to be inappropriate and/or detrimental to the rights of the Super User who is filing the complaint;
- the Personal Data of the Super User linked to the Account alleged to have engaged in the breach and/or unlawful conduct;
- a statement by the complaining party that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

15.2 It is also advisable to send as an attachment any documentation deemed appropriate for the resolution of the same.

15.3 With particular regard to complaints concerning intellectual or industrial property infringement issues, the Super User will also be required to disclose in the complaint:

- The identification of the Content protected by copyright or trademark discipline that is alleged to have been infringed;
- The identification of the material alleged to be the subject of infringing activity and information reasonably sufficient to enable the material to be identified;
- A statement that the aggrieved party believes in good faith that the use of the material is not authorized by the copyright or trademark owner, its designated agent, or the law;
- The Super User agrees that upon receipt of a notice of claim of intellectual property infringement, Teyuto may immediately remove the identified materials.

15.4 Teyuto agrees to provide a response to the notice/complaint as soon as possible after receipt thereof.

16. Processing of personal data and appointment of external data controller

16.1 Any personal data communicated to Teyuto by the Super User will be processed, by manual and electronic means, exclusively for the fulfilment of the obligations arising from the TOS or, in any case, for the fulfilment of obligations provided for by the regulations in force.

16.2 The provision of any personal data directly referable to the Super User is optional but, in case of refusal to provide such data, the proper performance of the TOS may be jeopardized. In this case, Teyuto shall be exempt from liability for any damage or economic prejudice that the Super User may suffer. Teyuto will process such contact data, where it contains personal data of the referenced individuals (e.g. email contact data referable to individuals, personal telephone numbers, etc.), in compliance with Regulation No. 679/2016 of April 27, 2016 on the protection of individuals with regard to the processing and free movement of particular data, in particular article 13 of the Regulation, also referred to hereinafter as 'GDPR'. The legal basis for these processing operations is the fulfilment of a contract (art. 6.1-b of the GDPR) or, as the case may be, the fulfilment of a legal obligation to which Teyuto is subject (art. 6.1-c of the GDPR). Teyuto ensures that Super User's data will be processed only for the purposes of proper fulfilment of contractual obligations and/or communication inherent in signed agreements.

16.3 Such personal data will not be disseminated but may be subject to communication to:

1. subjects, public and private, who, if strictly established by law, will be able to access the data by virtue of legal provisions, within the limits provided for by the regulations themselves (by way of example only: the offices of the financial administration, etc.);
2. to subjects who need access to such data for purposes auxiliary to the relationship that exists between Teyuto and the Super User, within the limits strictly necessary to carry out the auxiliary tasks entrusted to them and only after signing a confidentiality agreement;
3. to advisory entities of Teyuto, subject to a letter of authorization/external manager from Teyuto itself imposing on them the duty of confidentiality and security of the processing of personal data referring to the Super User;

In any case, such personal data will not be disclosed or, except as indicated above, communicated to third parties.

16.4 The GDPR confers on the Super User the exercise of specific rights, in particular the Super User has the right to obtain:

1. confirmation as to whether or not personal data is being processed and, if so, to obtain access to it (right of access, ex art. 15 GDPR);
2. the rectification of such inaccurate personal data, or the integration of such incomplete personal data (right of rectification, ex art. 16 GDPR);
3. deletion of such data, if one of the grounds provided by the GDPR exists (right to be forgotten, ex art. 17 GDPR);
4. the limitation of the processing of such data when one of the cases provided for in the GDPR applies (right to limitation, ex art. 18 GDPR);
5. the right to request a complete and up-to-date list of all those responsible for and authorized to process such personal data.

16.5 Teyuto will retain such personal data for as long as necessary to fulfill its obligations under the law, resolve disputes and enforce agreements concluded. Such personal data will then be retained, as required by law, for a period of time no longer than necessary to achieve the purposes for which we are processing them, in particular. In any case, we will take every care to avoid excessive retention of any data by periodically checking our records.

16.6 The Super User may exercise the above rights at any time by submitting a simple request to the e-mail address privacy@teyuto.com. Teyuto will contact or inform the Super User as soon as possible and, in any case, within 30 (thirty) days from the date of the request.

16.7 If the Super User believes that the data protection legislation has been violated with regard to the processing of any personal data referable to the Super User, the Super User also has the right to file a complaint before the local Data Protection Authority within the European Economic Area ('EEA'). The Super User can find the references of the individual Authorities, depending on the country he or she is in, by clicking on the following link: <http://www.garanteprivacy.it/web/guest/home/footer/link>.

16.8 The Super User (referred to hereafter, exclusively in this article and in the acceptance section at the end of the TOS, also as the "Owner") is the exclusive owner - or has obtained specific authorization to use that data - of the processing of any personal data acquired, saved, processed and otherwise processed by the same within its Account. Teyuto is obligated, limited to what it is obligated with the TOS and the operations all detailed in this article, to comply with the requirements given by the Super User on the data that may be processed.

16.9 Limited to the totality of any processing operations of personal data received and/or otherwise managed and processed by Teyuto in the provision of the services covered by the TOS, the Super User, in its capacity as Data Controller, by signing the TOS designates and appoints Teyuto, pursuant to and for the purposes of Articles 28 and 29 of the GDPR (Reg. EU 2016/679), "External Data Controller" of only the processing operations of personal data that may be necessary for the fulfilment of the TOS in the function of system administrator, with exclusive regard to the performance, on such data, of all processing operations necessary for the provision of the Software application (Teyuto referred to below, exclusively in this article and in the acceptance section at the end of the TOS, also as "External Data Controller").

16.10 The designation of Teyuto as External Data Controller, of which the Super User remains the sole and exclusive Owner, is to be considered valid and effective for the entire duration of the TOS and for any renewals, even tacit, that may be made by the Parties.

16.11 In its capacity as External Controller of the processing, Teyuto declares that it meets the requirements of articles 28 and 29 of the GDPR (EU Reg. 2016/679), being a subject that for experience, capacity and reliability is able to provide suitable guarantees of full compliance with the current provisions on processing, including the security profile, limited to the part of processing to which Teyuto itself, with the TOS, is entrusted. Consequently, the External Controller confirms the direct and thorough knowledge of the obligations that he assumes in relation to the dictate of the same decree and undertakes to proceed with the processing of personal data by following the instructions received, reported in the following paragraph.

16.12 The processing instructions to which Teyuto, as External Controller, undertakes to comply with are as follows:

1. the External Controller is authorized to process personal data exclusively for the part of the processing and for the set of operations to which, if any, it is obliged in execution of the TOS, with reference, in particular, to the provision of the Software application in SaaS mode to the Super User;
2. the External Controller must adopt the necessary security measures, both physical and IT, to protect the integrity, storage and confidentiality of data, in particular that of data defined as special by Reg. 679/2016, where provided for in the processing operations;
3. the External Controller must appoint in writing the "Authorized Persons for the Processing of Personal Data" pursuant to Reg. 679/2016, identifying them from among the individuals, with the necessary skills who operate under the direct responsibility of the External Controller itself, to whom the latter must provide appropriate and necessary instructions provided for by the legislation in question;

4. the External Data Controller must promptly inform the Owner, in relation to the processing operations listed above, of all issues relevant for the purposes of the relevant law in force (e.g. requests that were forwarded to you by the Guarantor, outcomes of any investigations and/or controls, requests from data subjects, etc.);
5. the External Controller must assist the Owner of the processing in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR (Reg. 679/2016): Art. 32: Security of Processing, Art. 33: Notification of a Personal Data Breach to the Supervisory Authority, Art. 34: Notification of a Personal Data Breach to the Data Subject, Art. 35: Data Protection Impact Assessment, Art. 36: Prior Consultation), taking into account the nature of the processing and the information available to the data controller.

16.13 The External Controller must also provide adequate training to the authorized persons on the obligations imposed by law and in particular on the security measures adopted.

16.14 The External Controller guarantees the fulfilments and duties, including formal ones, towards the Guarantor Authority for the protection of personal data when requested and to the extent due, arranging to cooperate in a timely manner, to the extent of his/her competence, with both the Owner and the Authority.

16.15 The Owner, in turn, undertakes to fulfill the following:

1. to the issuance of informative notices to the data subjects and the collection of the relevant consent from them, where necessary, as well as to the further fulfilments required by the legislation on the protection of personal data that have not been expressly entrusted to the External Controller and that have been specifically approved by the latter in writing;
2. to indemnify, guarantee and hold harmless the External Controller for whatever the same may be required to pay for any reason as a result of omissions about the above-mentioned fulfilments, incumbent on the Owner of the processing exclusively or, if necessary, through processors other than the External Controller itself.

16.16 The designation and appointment of Teyuto as the External Data Controller (in its function as system administrator), contained in this article, shall be effective as of the conclusion of the TOS and shall cease at the time when the TOS shall cease to be effective.

17. Relation between the parties

17.1 Teyuto, on the one hand, and the Super Users, on the other hand, are independent parties, each acting in its own name and on its own behalf and for its own purposes. The TOS do not create any subordination, agency, representation, association, brokerage, partnership, employment or franchise relationship between Teyuto and any Super User.

17.2 Nothing contained in the TOS, or Teyuto's policies, or any other material, shall be deemed to constitute, create, give effect to, or otherwise recognize a corporation, agency, joint venture, or formal business entity of any kind, or to create a fiduciary relationship between the parties.

17.3 The rights and obligations of the parties shall be limited to those expressly set forth herein.

17.4 This shall be without prejudice to Teyuto's right to void the creation of Accounts that it believes may have been made in contravention of the rules set forth in this TOS or other regulations otherwise published on the Software and, likewise, to suspend, cancel or ban Accounts through which such violations have been put in place.

18. Invalidity or partial ineffectiveness of the TOS.

If one or more of the clauses of these TOS are held to be null, void, invalid or otherwise ineffective by the competent judicial authority, in no event shall such nullity, voidability, invalidity or ineffectiveness affect the remaining clauses of the TOS, which shall remain in full force and effect.

19. Acquiescence

The failure of either Party to exercise any of the rights, faculties or options provided in these TOS shall not constitute acquiescence or waiver thereof.

20. Applicable Law and Jurisdiction

20.1 The interpretation and execution of the TOS, as well as the relationships between Teyuto and the Super User arising from the same, shall be governed by Italian law, with the express exclusion of the application of any rules of private international law of that legal system.

20.2 Without prejudice to cases where jurisdiction is mandatory by law, all disputes arising out of, or otherwise relating to, the TOS shall be submitted to the exclusive jurisdiction of the court of Bologna (Italy).

20.3 For any dispute arising out of, or otherwise relating to the TOS, Teyuto and the Super User (hereinafter also referred to as the "Parties") undertake to conduct:

1. a mandatory attempt at conciliation in accordance with the procedure set forth below;
2. if the conciliation procedure fails, an arbitration proceeding in accordance with the procedure set forth below.

20.4 The request for conciliation shall be deemed to be proposed when written notice containing a description of the matter in dispute is sent to the other party by registered letter with return receipt (*lettera raccomandata A/R*) (or equivalent means). The attempt at conciliation may be carried out in the manner that Teyuto and the Super User deem most appropriate in relation to the purpose, including by having recourse to the participation of a conciliator appointed by mutual agreement or, in the event of disagreement, drawn from among those proposed, in equal number, by the Parties.

20.5 The conciliation procedure shall be concluded within 30 (thirty) days from the deadline referred to in the preceding paragraph. This deadline may be extended by mutual agreement of the Parties prior to its expiration. Upon the expiration of the deadline, unless the deadline has been extended, the conciliation attempt shall still be deemed to have been made. If the conciliation attempt is successfully attempted, the conciliation report, signed by the Parties, shall constitute a settlement agreement.

20.6 In the event that the attempt at conciliation referred to in this article fails, disputes arising out of or in connection with the obligations of the TOS shall be settled by arbitration in accordance with the Rules of the Chamber of Commerce I.A.A. of Bologna, by a sole arbitrator appointed in accordance with such Rules which are freely available at the url: <http://www.bo.camcom.gov.it/>.

21. Additional Terms.

21.1 The TOS constitutes a complete agreement between Teyuto and the Super User with respect to its subject matter and cancels and supersedes any prior written or oral understandings that may have occurred between the Parties on the same subject matter.

21.2 The Italian language version of the TOS represents the original referenced version of this agreement between Teyuto and the Super User. Any other translation, if any, will be provided by Teyuto for convenience purposes only. The Italian language version will always prevail in case of any differences found between the Italian language version and the version translated into a different language.

21.3 To the extent that conditions in any material attached to the TOS conflict with the terms of the TOS themselves, the TOS shall prevail.

21.4 The headings of the TOS terms are for descriptive purposes and do not affect their interpretation.

21.5 The Super User agrees that the rights and obligations contained in these TOS, as well as any other documents that are incorporated into them by reference, may be freely and lawfully transferred by Teyuto to third parties in the event of a merger or acquisition, or other event.

21.6 In any event, through the Software, Super Users agree to comply with all national and international laws and regulations currently in effect for the use of the Services in connection with activities conducted through the Software by Super Users themselves. No waiver of these TOS shall be granted without written permission obtained and a new contract signed between Teyuto and the Super User.

21.7 All notices for the attention of Super Users will be sent to the e-mail address provided at the time of Account creation. Messages and notifications are considered to have been received 24 hours after the email is sent, unless a notification has been received indicating that the email address is invalid or not working.

Last update: 14/04/2025

Teyuto SLA

This Teyuto Service Level Agreement ("SLA") is an integral part of the Terms of Service and defines the continuity commitment we make to certain Teyuto Prime plan subscribers (the "Service") during activation periods. This SLA applies only if specifically mentioned in your Subscription Form.

1. Continuity Commitment.

We are committed to making the Service available at least 99.90% of the time, excluding justified downtime (the "Continuity Commitment"). Availability is calculated as follows: $100\% \times (x) / (y)$, where (x) is the total number of minutes in a calendar month minus (ii) the total number of full minutes in the month in which the Service was unavailable, net of justified downtime; divided by (y) the total number of minutes in the month.

Example: In June, the Service is unavailable for 30 minutes, half of which is justified downtime. Thus, the availability of the Service is: $100 \times [43,200 - (30-15)] / 43,200 = 99.9653\%$.

The Service is considered "Available," for Teyuto Prime accounts, when (i) it is possible, with appropriate hardware and sufficient bandwidth, to live stream an event using the Service; and (ii) end users of the Service can, with appropriate hardware and sufficient Internet bandwidth, view the live streamed event and archival video through the Service; and when consumers can, with appropriate hardware and sufficient bandwidth, (iii) purchase and manage their OTT channel subscriptions; and (iiii) watch video content as permitted by their subscription status. Conversely, the Service is unavailable when one or both of the preceding use cases applicable to the particular Service is unusable or substantially degraded.

Unavailability of the Service is justified when it is due to one of the following reasons ("Justified Downtime"): (a) scheduled maintenance of up to two (2) hours per calendar month; (b) emergency maintenance of up to one (1) hour per calendar month; (c) force majeure events (including acts of God, natural disasters, fire, riots, acts of terrorism or cyber warfare, acts of government, labor strikes) to the extent that the unavailability could not have been mitigated by the implementation of reasonable backup and recovery plans; (d) an outage affecting more than 50% of U.S. Internet traffic; (e) unavailability of cloud-based services; (f) blockage by an Internet service provider or transit provider; or (g) intentional acts, errors, or omissions by you.

The user and its end users are solely responsible for obtaining the appropriate hardware and Internet access to use the Service. The Service will not be considered unavailable due to your or your end users' inability to access it for reasons beyond our control.

2. Maintenance

We may perform standard maintenance, upgrades, hardware or software replacement, or any other similar activities that may impact availability (collectively, "Scheduled Maintenance") as we reasonably deem necessary to correct, maintain and improve the Service. We will use commercially reasonable efforts to notify the user of scheduled maintenance at least one (1) week prior to its commencement.

We may perform any maintenance that we reasonably believe is necessary to resolve critical problems or to correct vulnerabilities that could materially affect the usability or performance of the Service, to the extent that such maintenance cannot reasonably be performed during a scheduled maintenance window ("Emergency Maintenance").

3. Credits

Availability and percentage of credit

Below 99.90%, but greater than or equal to 99.00% = 10% of monthly fixed fees

Below 99.00% = 25% of monthly fixed fees.

If the Company fails to meet the Continuity Commitment in a calendar month, the user will be entitled, upon request, to a monetary service credit (a "Credit") equal to the applicable credit percentage in the above table multiplied by the fixed charges actually paid by the user for that month.

The customer must request a credit in writing within sixty (60) days after the end of the month in question. To request a credit, contact your account manager. All requested information must be provided.

Credits will be applied to the next invoice. If the fee is paid annually, the fixed monthly fee will be considered the fixed annual fee divided by 12. Credits must be fully used (a) within six (6) months for accounts with monthly billing; and (b) within 12 months for accounts with annual billing. After these deadlines, unused Credits.

4. Limitations

Credits will not be applied to variable rates, such as surcharges and transactional rates, except where the contract provides for a minimum annual or monthly commitment, which will be considered a fixed rate. Credits are not available and will be cancelled if you (a) fail to follow the application procedures set forth above; (b) have materially breached your contract with us; or (c) have invoices totaling more than \$100 that are more than thirty (30) days past due at the time of application or at the time the credit is to be applied.

Failure to comply with the Continuity Commitment or any failure on our part to provide uninterrupted service does not constitute a breach of contract. Rather, such failure gives rise to Credits, which are the sole remedy of the user.

The Continuity Commitment does not apply to free, free trial, or paid customers who have cancelled and received a refund; hardware products; software (other than the Service); beta, trial, or demo products; or services that are not part of the Service. No continuity commitment of any kind applies to the above customers, products, or services.