

Terms and Conditions

These Terms and Conditions govern the sale of the Services on the enchora.com Platform. The Provider reserves the right to modify these Terms and Conditions and the Privacy Policy and the aforementioned changes will be communicated to Users through the Platform with a notice. This notice may, at the discretion of the Supplier, also be sent by email.

ART. 1 DEFINITIONS

For the purposes of this contract, the following definitions apply:

Supplier of the service: Enchora Srl with head office in Milan (MI) at via Aosta n.10 P. Iva 11732880965 mail: info@enchora.com

General Terms and Conditions: the set of contractual clauses which determine and define the relationship between the Supplier and the Customer

Web platform: enchora.com

Services: sale of Influencer Marketing Campaign Service

Purchase: the onerous purchase of the above-mentioned Service from the day of the conclusion of the purchase

Material: all the material present on the Platform and all the content uploaded by the Client related to the campaigns

Client: the person who purchases the Service through the Platform

Professional: the person who acts for professional or business purposes

Influencer: the person who acts as an Influencer for the Platform

End User: the subject who uses the services of the Client through the purchased campaigns

ART. 2 OBJECT OF THE CONTRACT

These Terms and Conditions of Sale concern the Services offered by the Provider which allow companies and more generally of business to connect with professional and amateur influencers, through a paradigm focused on performance, in order to carry out influencer marketing campaigns. The Supplier's tolerance of specific conducts that are in breach of the provisions of these conditions shall not constitute a waiver of that party's rights under these conditions. Should any of the conditions be null and invalid or ineffective, the possible invalidity or ineffectiveness will not extend to the remaining contractual clauses.

ART. 3 DESCRIPTION OF THE SERVICES

The Service offered by the Supplier includes the setup and implementation of influencer marketing campaigns and is described in detail in the dedicated pages of the Web Platform. The Customer can independently choose 4 types of campaigns and an investment budget. After setup, the campaigns must always be pre-authorized by the Supplier. The campaigns offered are:

1) Pay per Engagement

This service has as its object a campaign based on the engagement generated by the post published on social media.

The Influencer is responsible for sharing on its social networks the content provided by the Client and/or created by the Influencer according to the Client's instructions and without prior authorization from the Client for the campaign.

The Client acknowledges and agrees that it will be solely responsible for the content created by the Influencers, exonerating any responsibility of the Supplier. The contents must not be protected by copyright and any other right, material including trademarks and distinctive signs that the Client or the Influencer is not authorized to dispose of, exonerating any responsibility of the Supplier in this regard. Content can be, by way of example but not limited to, stories and/or posts consisting of videos, photos and/or graphics. The sum that the Client shall pay will be determined by the number of interactions (e.g. likes and comments) made during the campaign.

2) Pay per Click

This service has as its object the promotion of a landing page within the Platform or an external link on which the End User should land, according to the Client.

The Influencers shall share on their social networks the content provided by the Client referring to a link (external landing page or page within the platform for the campaign), or shall create a content for the promotion of the aforementioned link, according to the Client's instructions and without prior authorization from the Client.

The Client acknowledges and accepts that he/she will be solely responsible for the content created by the Influencers with exoneration of any responsibility of the Supplier. The contents must not be protected by copyright and any other right, material including trademarks and distinctive signs that the Client or the Influencer is not authorized to dispose of, exonerating any responsibility of the Supplier in this regard. The sum that the Client shall pay will be determined by the number of unique visitors to the landing page inside or outside the platform as a result of clicks on the relevant link made during the campaign. The Supplier will have the control of the

landing page, ensuring that the landing page won't be changed after the campaign request is sent, under penalty of immediate suspension of the redirect with express exemption of liability of the Supplier for any damage even indirect, without this leading to a suspension of the measurement of visitors. Any other suspension subsequent to the first suspension will be sanction with a penalty equal to 10% of the campaign budget that must be paid by the Client in order to release the landing page.

3) Pay per Contact

This campaign has as its object the number of verified contacts (email or phone) received through a special form settled on the Platform as a result of the promotion performed by the Influencers.

The Influencers is in charge of sharing on their social networks the content provided by the Client by referring to a link (collection form), or of creating contents related to the promotion of the above- mentioned link, according to the Client's instructions and without prior authorization from the Client. The Client acknowledges and accepts that he/she will be solely responsible for the content created by the Influencers with exoneration of any responsibility of the Provider. The contents must not be protected by copyright and any other right, material including trademarks and distinctive signs that the Client or the Influencer is not authorized to dispose of, exonerating any responsibility of the Supplier in this regard. The Supplier will collect contact information from End Users by requesting the privacy consents as required under EU Regulation No. 679/2016 and will transfer such contact information to the Client for its own purposes. The sum that the Client shall pay will be determined by the number of contacts collected following the completion of the appropriate form during the campaign.

4) Pay per Sales

This campaign has as its object the number of final sales performed through a special form on the Platform as a result of the promotion performed by the Influencers.

The Influencers is in charge of sharing the content provided by the Client on their social networks, referring to a link (sales form), or is in charge of creating content for the promotion of the aforementioned link, according to the Client's instructions and without prior authorization from the Client. The Client acknowledges and accepts that he/she will be solely responsible for the contents created by the Influencers with exoneration of any responsibility of the Supplier. The contents must not be protected

by copyright and any other right, material including trademarks and distinctive signs that the Client or the Influencer is not authorized to dispose of, exonerating any responsibility of the Supplier in this regard. The Client undertakes to indemnify, hold harmless and compensate the Supplier for any direct or indirect damage, costs, charges and expenses, including any legal fees, damages, loss of profit and even reputation arising from issues relating to the purchase by End Users of products and/or services of the Client. Client by purchasing this service agrees to:

- comply with all applicable laws, including, without limitation, privacy laws, electronic commerce and consumer code laws, export control laws, tax laws and regulatory requirements generally;
- have End User sign any documents necessary for online sales and privacy;
- possess all legal requirements for online sales.

ART. 4 COMMON PROVISIONS OF THE SERVICES

Some campaigns may provide for territorial limitations (example: Influencers whose area of influence is Italy) or in term of content area (influencers whose content area is "Food & Beverage"). In this case, the influencer's target shall respect the relevant categories, but during the process of Influencers selection and taken into account what has been mentioned above, the Supplier's platform will act in a preferential way.

The Platform automatically distributes to the Influencers the campaign that shall be promoted, according to algorithms aimed at maximizing production performance.

Invited influencers can:

- accept the campaign and start the promotion by constantly monitoring their performance. The Platform aggregates the performances of the single influencers, monitoring the progress of the campaign at an overall level. Once the target has been reached, the Platform informs the Client of the result and automatically starts invoicing on the basis of what has been produced;
- refuse or not respond to the invitation. In case of refusal or non-response, the campaign will automatically go into "refused" or "expired" status. Whenever a campaign goes into "declined" (Influencer rejection) or "expired" (Influencer non-response) status, the Supplier shall proceed to invite another Influencer to the campaign.

If the campaign status is "terminated", invitations are permanently discontinued, if the status is still "in progress", invitations are reinstated up to a maximum calculated in advance by the Supplier.

ART. 5 OPENING AN ACCOUNT ON THE PLATFORM

In order to proceed with the campaigns, the Client shall open an account by means of a specific registration procedure. The User is responsible for the truthfulness and accuracy of the data entered at the time of registration. The Customer's registration to the portal can take place through their social network account or by filling in the mandatory and optional data required by the Platform. During the registration procedure, the Client shall also choose the payment methods. The Client guarantees that the information provided is complete and truthful, and undertakes to promptly notify the Supplier of any changes in this information. In the absence of such communication, any changes will not be enforceable against the Supplier. The Client has the duty to guard his access credentials that must be used exclusively by the Client and cannot be transferred to third parties. The Client is obliged to carefully follow the Supplier's instructions when using the Web Platform. Failure to do so will entitle the Supplier to terminate the Contract with immediate effect. Within the "control panel" page, the Client will be able to modify and/or update the profile and its settings, delete the profile, request assistance and report any misbehaviour of Influencers and monitor the campaigns.

ART. 6 DURATION OF THE SERVICE

The duration of the Services is equal to the time required to carry out the campaigns. The Client will be able to determine starting and ending dates by means of the functionalities provided for by the Platform.

ART. 7 PRICES

The price of the Services is shown within the Platform. The Supplier reserves the right to change the price, at any time, without prior notice. The price charged to the User will be the one shown within the Platform at the time the order is placed and any changes (upwards or downwards) following the transmission of the order will not be taken into account.

ART. 8 PURCHASE PROCEDURE

The User may purchase all the Services offered for sale within the Platform, as described, following the procedures provided for within the Platform. In order to purchase Services, the User must fully accept the Supplier's Terms and Conditions, as well as consent to the processing of Personal Data. The applicable Terms and

Conditions are those in force at the time of the Order and can be found on this page within the Platform. The Contract between the Supplier and the Client shall be concluded with the confirmation of the purchase by the Supplier. The Supplier will inform the Client of any impossibility to accept the orders received in the shortest possible time from the moment the Client has transmitted the Order. Any right of the Client to damages or compensation, as well as any contractual or non-contractual liability for direct or indirect damages to persons and/or things, caused by the Supplier's non-acceptance, even partial, of an Order, is excluded.

ART. 9 METHODS OF PAYMENT

During the registration procedure, the Client will be able to choose the preferred payment method. The payment of the campaign must in any case be made in advance on the basis of the maximum budget set.

The payment triggers the automatic invoicing process.

When the campaign is settled, a check is made between what has been paid and what has been produced and, if necessary, the amount not due by the Client is reversed. The final balance triggers the eventual process of rectification of the invoice issued.

The campaigns are alternatively settled when:

- The campaign budget is exhausted due to the achievement of objectives
- The fixed time limit has been reached
- The campaign is inactive for more than a certain time (there are no performances recorded and no influencers who agree to participate in the campaign)

The payment methods provided within the Platform are:

1) Bank Transfer

In this case, the Order will be considered completed when the Supplier receives the actual credit on his bank account, which must take place within 2/3 working days from its execution. Beyond such deadline, the Order will be considered automatically cancelled. In the Bank Transfer the reason for payment must contain the chosen Campaign and the Client's data.

The campaign will not be authorized before the receipt of payment.

2) PayPal

At the time of payment, the User's browser will be directed to a secure server page with SSL encryption by entering username and password. In this case, PayPal only

will be in possession of the User's data which will not be visible to the Supplier in any way. The amount of the order will be debited from the PayPal account at the moment the order is acquired.

3) Credit Card

When the Customer chooses to pay by credit card, the amount is charged directly to the credit card (Visa, Visa Electron, Mastercard) or to a prepaid card (PostePay, Paypal, etc.). Customer information is confidential as no financial information is saved. The amount of the order is charged at the time of order acquisition.

ART. 10 SUSPENSION OF THE CLIENT'S ACCOUNT

The Supplier may suspend the Client's account, at any time and without prior notice, in the event of the Client's violation of applicable legal provisions, contractual obligations, instructions on the operation of the Web Platform, infringement of intellectual or industrial property rights or in the event of behaviour that may undermine the reputation of the Web Platform and the Supplier. The suspension of the account will be communicated to the Client by email and is aimed at identifying and resolving the problems that caused it. The account suspension will terminate when, at the sole discretion of the Supplier, the problem that caused the suspension has been resolved by the Client. The Client accepts and is aware that during the period of suspension of the account he will not be able to continue the influencer marketing campaigns, it being understood that he remains in any case obliged to the exact fulfilment towards the Supplier of the payment obligations. The Client specifically declares and guarantees that he/she will not hold the Supplier responsible in any way for any damages, including loss of earnings, out-of-pocket expenses, loss of profit, emergent damage, loss of chance, that may result to the Client from the suspension of the account and that, consequently, he/she will not proceed, in any way, to the request of such damages, renouncing as of now to any related action.

Art. 11 INTELLECTUAL PROPERTY

The Client acknowledges and accepts that the contents will be presented according to the instructions indicated by Provider. It is the Client's responsibility to verify the compliance of the content that will be made public in order to validate its accuracy

and detect any errors. The Supplier will not be liable for the loss, modification or destruction of the content transmitted. The Client also guarantees that its content does not violate any copyright, industrial property right or any other third party right. In the event that any third-party objects to any advertisement or conduct related thereto, the Client assumes full responsibility and agrees to indemnify and hold the Supplier harmless from any damage, loss or expense. The Supplier is entitled to the intellectual property of the material he/she may have created and of all original creations produced for the performance of the services under this contract. All the contents of the Web Platform are protected by the current regulations on copyright and industrial and intellectual property. By way of example but not limited to the following: the domain name, its sub-domains, trademarks, all texts, any graphic representation and/or text in general, photographs, films. The Supplier is entitled to all intellectual and industrial property rights relating to them, the aforementioned rights are reserved and will not be transferred or licensed in any case to the Client. Therefore, the Client may not reproduce, duplicate, copy and redistribute, re-transmit to other websites, transfer or otherwise make available to third parties for any reason whatsoever or use the Supplier's Contents for purposes other than for storage and/or consultation.

ART. 12 OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to guarantee access to the services offered by the Platform to Clients who have correctly completed the procedure of registration to the Platform and purchase the Services offered by the Supplier. It is the Supplier's obligation to provide the Client a private area which allows the Client to modify and/or update the profile and its settings, delete the profile, request assistance and report any misconduct by Influencers and monitor the campaigns.

ART. 13 WITHDRAWAL

The Client may exercise the right of withdrawal up to 24 hours before the start of the campaign, by sending an email to sales@enchora.com. The withdrawal exercised beyond the above-mentioned deadline will not be valid. In case of exercise of the right of withdrawal, the Supplier will return to the Client the sums paid with the same method of payment and the management fees, determined at flat rate and in the amount of 5% of the campaign budget, will be deducted.

ARTICLE 14 CONFIDENTIALITY AND PROMOTION

The Parties undertake to take all appropriate measures to guarantee the confidentiality of the information and documents communicated by the other Party or of which the Parties become aware in the execution of these Terms and Conditions. The Parties undertake not to use and not to disclose to third parties the information and documents communicated by the other Party or of which the Parties have become aware during the execution of the campaigns. The Client acknowledges that the Supplier may use external collaborators or assistants to carry out the services. Each Party undertakes to ensure that its employees, collaborators and assistants comply with this confidentiality obligation. The Client authorizes the Supplier to use the Client's name and trademark to promote the Client's business on the website, in social networks and within online and offline presentations in the manner and/or at the times chosen by the Supplier.

ART. 15 EXCLUSION OF LIABILITY

The Supplier's liability is limited to the obligations undertaken in these Terms and Conditions and to the amount paid when purchasing the Services.

The Supplier is not responsible for the behaviour of Client and Influencers and for the information shared by them.

The Client undertakes to guarantee that he/she will use the Platform in accordance with the conditions and for the Services established and offered by the Supplier, excluding any use for illegal purposes or any use contrary to the provisions of these Terms and Conditions and in any way that may damage, disable, overload or deteriorate it or interfere with the use of the Platform by other Clients.

The Supplier is not responsible towards Clients or subjects directly or indirectly connected to them for delays, inefficiencies or suspensions of the Platform.

The Client acknowledges that the services covered by this contract are services of means and not of results, and that therefore the Supplier is not responsible for the increase or failure to increase business from the Client's activity, for failure to achieve results in relation to investments and costs incurred and for any damage resulting from the Services offered.

The Client exonerates the Supplier from any liability towards third parties for any legal dispute arising from these conditions.

The Client exonerates the Supplier from any liability towards third parties for the products and/or services sold on its website.

The Client exonerates the Supplier from any liability towards third parties for the treatment of the data of the End Users as Data Controller according to the privacy regulations.

The Client undertakes not to transmit or make available any unlawful material, copyrighted material and/or any other protected right, material in which trademarks and distinctive signs are included both on the Landing page and on the Supplier's platform that the Client is not authorized to dispose of, exonerating the Supplier from any liability in this regard. It is expressly understood that the Supplier has no obligation to monitor the content transmitted and made available by the Client;

The Client retains full ownership of the data and materials provided by him/her undertaking any responsibility for their management or use and exonerating the Supplier from any liability in this regard;

The Client exonerates the Supplier from any liability regarding the choice of the Influencers, which will take place automatically through the Platform.

The Supplier is not responsible towards the Client for the activity carried out by the Influencers and specifically for the creation of content and the use of hashtags and/or tags of the commercial partner in accordance with current legislation and/or compliance with the regulations regarding advertising communication, including national and EU laws and regulations, self-regulatory codes in matter of IAP regulations including, by way of example but not limited to, rules on games, prize competitions and/or public order.

The Supplier will not be held responsible for omissions or errors that may be contained in the materials, nor will it be held responsible for the possible violation of the rights of others and for damages, including indirect damages, consequential to the same, or for other damages of any kind, including those resulting from the loss of the right of use, loss of information or loss of earnings, or resulting from the non-fulfilment of the contract, from negligence or from other damaging actions, arising from or in any way connected to the use or information contained in the Platform.

ART. 16 FAILURE TO EXERCISE A RIGHT

The Supplier's failure to exercise a right does not represent any waiver of action against the Client or third parties for breach of commitments. The Supplier therefore reserves the right to enforce its rights in any case, within the terms granted.

ART. 17 APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are entirely governed by Italian law. Any dispute that may arise in relation to the validity, interpretation, execution and termination of this contract shall be referred to the exclusive jurisdiction of the judicial authorities of the Court of Milan.

ART. 18 PERSONAL DATA PROCESSING

The Personal Data provided or acquired will be processed on the basis of the principles of correctness, lawfulness, transparency and protection of confidentiality in accordance with current regulations. The Supplier, as Data Controller, process the Personal Data of Users adopting appropriate security measures to prevent unauthorized access, disclosure, modification or destruction of Personal Data. The processing of data is carried out by means of computer and/or telematic instruments, with organizational methods and logics strictly related to the indicated purposes. The User's Data are collected for the execution of pre-contractual measures; to fulfil the obligations stemming from the Contract; for the registration procedure aimed at the purchase of Services; to follow up on specific requests made to the Data Controller by the User; to send information and promotional and commercial offers also through the newsletter service on the basis of the consent freely expressed by the User; for softspam purposes for promotional communications regarding the purchased Services without the need for the express and prior consent of the User, as provided for by art. 130, 4 paragraph, Privacy Code as novated by Legislative Decree n.101 of 2018. The Client is therefore invited to carefully read the information on the processing of personal data ([Privacy Policy](#)) made pursuant to EU Regulation 679/2016, as well as on the use of cookies with the relevant consent to the processing where required ([Cookie Policy](#)).

ART. 19 COMMUNICATIONS

For further information of any kind, it is possible to contact the Supplier by e-mail at the following address: info@enchora.com.

Pursuant to art. 1341 and 1342 c.c., the User declares to have carefully read and expressly accept all the clauses of these Terms and Conditions of Sale and in particular those of articles 3, 4, 8, 9, 10, 11, 13, 14, 15 and 17.