



LiveCo™ - Service Licence Agreement

This Agreement ("Agreement") constitutes the complete and exclusive statement of the Agreement between Lineadigitale s.r.l. ("Lineadigitale") and you with respect to the use of the service LiveCo™ ("Service"). This Licence Agreement is effective from the date of purchase. The registered office of Lineadigitale is located in Via Pescia 297, Modena, Italy.

1. **Licence Acceptance:** By using the Service or any portion of the Service you accept all the terms and conditions of the Agreement.
2. **No Transfer:** The use of the Service is licensed only to you. You may not rent, lease, sell, sub-license, assign, transfer or allow access to any other party without the prior written consent of Lineadigitale.
3. **Eligibility.** By accepting this Licence Agreement you represent that you have the right, capacity and authority to apply for and accept the Agreement, and you indicate that you accept all the terms and conditions of the Agreement.
4. **Term.** This Agreement is effective for the term of one year or one month from the date of purchase, as set forth in the purchase order.
5. **Termination.** This Agreement may be terminated without cause by either party with 30 days' written notice. Your access to the Service shall be terminated upon receipt of such notice. Any fees paid, paid in advance, charged or pending shall not be refunded by Lineadigitale. Either party may terminate this Agreement upon notice by e-mail for the breach of any term by the other party. Lineadigitale reserves the right to suspend or terminate your access to the Service immediately and without prior notice if payment is not made within the terms set forth in the purchase order.
6. **Quality of service.** While Lineadigitale shall make every reasonable effort to ensure continuity and quality of service, it shall not be liable for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by events or circumstances beyond its control.
7. **User content and rules of conduct.** You are solely responsible for all content that you upload, transmit or otherwise make available via the Service. You agree to comply with all applicable international and national laws that apply to the use of the Service. Lineadigitale reserves the right to suspend or terminate your access to the Service immediately and without prior notice if you upload, transmit or otherwise make available via the Service any content which is unlawful, harmful or otherwise objectionable in Lineadigitale's absolute and sole discretion. In this case any fees paid, paid in advance, charged or pending shall not be refunded by Lineadigitale. You agree not to make improper use of the Service and not to share your password, account information and access to the Service. You are the only authorised user of your account.
8. **Copyright.** You agree not to upload, transmit or otherwise make available via the Service any content that infringes any copyright, trademark or any other proprietary right without the written permission of the owner. Lineadigitale shall not claim any rights in any content that you upload, transmit or otherwise make available via the Service.
9. **Customisation.** You can request customisation of any part of the Service. Lineadigitale can implement the requested custom features in its absolute and sole discretion. You agree not to claim any rights in any custom feature or



customisation you request. Lineadigitale can send you an estimate for the requested custom features. If you accept the estimate, you agree to pay the amount due. Lineadigitale reserves the right to suspend or terminate your access to custom features that you do not pay for, and to grant access to other customers. Lineadigitale shall have exclusive rights in all parts of the Service, including the requested custom features, in any case and even when you pay for customisation.

10. **Prices and payment.** By accepting this Agreement, you authorise Lineadigitale to charge, and you agree to pay using, your credit card or otherwise designated payment method for the Service. Fees charged include fees for the services, start-up fees, subscription fees, Service fees and any other fees or charges related to the Service. You acknowledge that you can access the Service only with prior authorisation from Lineadigitale. Lineadigitale reserves the right to grant or deny access at its absolute and sole discretion. Lineadigitale reserves the right to change the prices at any time. Lineadigitale shall notify you at least seven days before the effective date of any such change. Unless you terminate this Agreement on receipt of such notice, you indicate that you accept the price change. If Lineadigitale is unable to collect your payment, Lineadigitale reserves the right to take any measure it deems necessary to ensure that the amount due is charged or paid. You shall be liable for all collection costs, including any legal costs, incurred. You shall notify Lineadigitale of any disputed invoice within 30 days from receipt of the invoice. Invoices which are overdue by more than 30 days shall be subject to a late fee equal to the maximum rate permitted by law. Lineadigitale reserves the right to suspend or terminate your access to the Service if you fail to pay any invoice within 7 days of the due date, in which case you shall still pay all outstanding invoices.
11. **Privacy.** The information collected from you (including your personal information) shall be used exclusively by Lineadigitale, shall be kept confidential and shall not be disclosed to third parties without your consent. However, Lineadigitale may disclose your personal information at the request of the legal authorities. By accepting this Agreement, you agree to provide your personal information in order for Lineadigitale to grant you access to the Service. Lineadigitale shall treat your personal information in accordance with its Privacy Policy.
12. **Limited liability.** The Service and the software are provided “as they are”. Lineadigitale shall have no liability for any loss or damage whatsoever, including, but not limited to, any economic or data loss. Lineadigitale shall be liable to you only for the cost of the Service.
13. **Customer support.** Lineadigitale shall provide you with technical support for the Service. You can contact the technical support via e-mail (support@liveco.it) or on the contact page (<http://support.liveco.it>).
14. **Disclaimer.** Lineadigitale assumes no liability for the accuracy of the information related to the Service. Lineadigitale does not guarantee any particular results from your use of the Service and takes no responsibility for failure to obtain any particular results.
15. **Governing law.** The competent court of Modena, Italy, shall have exclusive jurisdiction over all disputes relating to this agreement.
16. **Indemnification.** You agree to protect, indemnify, defend and hold harmless Lineadigitale, its employees, agents and any other representatives and partners from, and against, and with respect to any claims or lawsuits, including reasonable attorney's fees and expenses, that arise or result from your use of the Service; from the content you upload transfer or otherwise make available via the Service; or from any violation of this agreement. You agree to notify Lineadigitale of any legal proceedings initiated against you by a third party with respect to this Agreement. Lineadigitale agrees to protect, indemnify, defend and hold harmless you, your employees, agents and any other representatives and partners from, and against, and with respect to any claims or lawsuits, including reasonable attorney's fees and expenses, that arise or result in connection with the Service or from any violation of this Agreement.



17. Amendments. Lineadigitale reserves the right to make changes without notice to this Agreement as long as the performance standards are met.

18. Contact information. You agree to direct all correspondence in connection with this Agreement to the following address via post, courier or e-mail:

Lineadigitale s.r.l.
Via Pescia 297
41126 – Modena
Italy
support@liveco.it

NOTE: This is an English translation of the official version of the Service Licence Agreement, which has been published in Italian. While this translation has been carried out by a professional translator, only the Italian version has legal validity.