

## GENERAL CONDITIONS OF THE CONTRACT

These general terms and conditions are understood to be fully known and accepted at the time of installation, copying, or use in any manner of the ByWay software product or part of it.

### 1. OBJECT OF THE CONTRACT

**1.1** These general terms and conditions regulate the licensing of ByWay software owned by ByWay srl, with registered office in Bolzano, via Macello 63 / F, ZIP code 39100, VAT number 02873440214 (hereinafter: supplier").

**1.2** This license entails for the end user (hereinafter "user"), the sole right to use the ByWay software according to the methods set out in these general conditions and according to the additional conditions and warnings present, in the documentation "on-line" related to the ByWay software product.

### 2. INTELLECTUAL PROPERTY OF THE BYWAY SOFTWARE

**2.1** This ByWay software is protected by the laws, decrees, regulations and any other applicable national provisions, in particular by the rules on copyright and intellectual property, as well as by the community rules and international treaties on the subject where applicable.

**2.2** The software product, every copy and every part or element of it (including, in an exemplary and not exhaustive list: every image, icon, photography, animation, video, music, text and "applet"), any text or documentation "on-line" electronics relating to the ByWay software product, are the exclusive property of the supplier and cannot be reproduced by the user in any form or manner.

### 3. USING THE BYWAY SOFTWARE

**3.1** The licensee user who has paid the relevant fee may use the ByWay software, subject to the conditions and limits set forth in this license.

The user is not authorized to develop products or software applications based on ByWay software, any authorizations may be granted by the supplier on the basis of another and different written agreement.

**3.2** The ByWay software product is licensed as a unitary product. Its individual component parts can not be separated for use in separate processing environments or by parties other than those authorized.

**3.3** The user is not authorized to transfer or assign under any license the license to use the ByWay software product.

**3.4** If the user does not comply with the present conditions of use of the ByWay software, and therefore in the event of non-compliance or violation of the provisions referred to in this paragraph 3, the contract will be deemed terminated by right pursuant to art. 1456 c.c. .. The supplier will have the right to request compensation for the damages suffered and will not in any case be bound to the return, even partial, of the fee paid by the user.

### 4. DURATION - WITHDRAWAL

**4.1** The Contract has a duration of one year and runs from the date of activation of the license. On expiry it is tacitly renewed for the following year, unless canceled to be communicated by registered letter A.R. at least 30 (thirty) days before expiration, without prejudice to the user's obligation to pay the fee up to the expiration date.

**4.2** The user waives the right of unilateral withdrawal earlier than the expiry of the Contract referred to in art. 1671 Civil Code.

### 5. CORRESPECTIVE

**5.1** The supplier will send to the user the invoice bearing the amount due as consideration for the use of the ByWay software. The use of ByWay software is subject to the timely payment of the invoice.

**5.2** The supplier reserves the right to change the Consideration at any time, also in consideration of changes in costs related to price increases agreed with its supplier. In this case, the user has the right to withdraw from the Contract by written notice to the supplier within 30 (thirty) days of receipt of the communication of the change without additional charges.

**5.3** Where applicable to the user the art. 3 L. 13.08.2010 n. 136 the supplier will assume the traceability obligations of the financial flows referred to in the beforementioned law and the Contract will be resolved by right in all cases in which the transactions have not been carried out using banks, credit cards, debit cards, PayPal or Poste company. Italiane SpA.

### 6. GUARANTEES

**6.1** The user guarantees to install the latest available version of the ByWay software product on their mobile devices.

## 7. EXCLUSION OF OTHER WARRANTIES

**7.1** Save the application of mandatory legal provisions, the supplier does not provide and does not recognize any warranty for original or unexpected defects and does not formulate any promise of quality, good operation or suitability for a particular result in relation to the ByWay software.

## 8. LIMITATION OF LIABILITY

**8.1** In no case will the supplier be liable for direct or indirect damages (including damage due to loss or loss of profit or savings, business interruption, loss of information or data and other economic losses) derived to the user or to third parties use or non-use of the ByWay software product. This limitation of liability is applicable not only in the case of use of ByWay software in ways that do not comply with the supplier's instructions, but also in the case of use in accordance with the same.

**8.2** It is the responsibility of the user to verify the correct indication of any allergens contained in the dishes or menus offered by him to his customers. Therefore, the responsibility of the supplier for the incorrect association of allergens to dishes, drinks or other deriving from the use of ByWay software by the user is excluded.

**8.3** In any case, the supplier's liability is limited to a maximum amount corresponding to that paid by the User for the license to use the Software.

## 9. UPDATES

**9.1** These license terms of use also apply to upgrade versions of the ByWay software product as well as improvements or modifications to the same. Any purchase by the user of the right to use updated versions of the ByWay software product does not give the right to increase the number of usable copies.

## 10. EXPRESS RESOLUTIVE CLAUSE

**10.1** The Contract will be resolved by right pursuant to art. 1456 of the Civil Code by means of a declaration by the supplier of its intention to avail itself of this express termination clause if: a) the user in using the ByWay software performs any illegal activity; b) in case of delay or failure to pay even a single invoice upon expiry; c) the user cedes the Contract in whole or in part.

## 11. DISCLOSURE PURSUANT TO D.LGS. n. 196/2003

**11.1** The supplier informs that the personal data provided directly by the user in the context of the contractual activities, will be processed in a lawful manner, according to correctness, in computerized and manual form in accordance with the current legislation pursuant to Legislative Decree 196/2003.

The data will be processed exclusively for the execution of the Contract and for the other economic activities of the supplier, including the offer of additional services, analysis of the degree of customer satisfaction and management analysis. The data controller is ByWay s.r.l. with registered office in Bolzano (BZ), via Macello 63 / F, CAP 39100, to which the user may apply to assert their rights as provided for by art. 7 of Legislative Decree no. 196/2003, which we report below in full:

1. The interested party has the right to obtain confirmation of the existence or not of personal data concerning him / her, even if not yet registered, and their communication in intelligible form.

2. The interested party has the right to obtain the indication:

- a) of the origin of personal data;
- b) of the purposes and methods of the processing;
- c) of the logic applied in case of treatment carried out with the aid of electronic instruments;
- d) of the identification details of the data controller, of the managers and of the designated representative for the processing of personal data.

3. The interested party has the right to obtain:

- a) updating, rectification or, when interested, integration of data;
- b) the cancellation of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;
- c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except in the case where such fulfillment is it proves impossible or involves a use of means manifestly disproportionate to the protected right.

4. The interested party has the right to object, in whole or in part:

- a) on legitimate grounds, to the processing of personal data concerning him / her, even though they are relevant to the purpose of the collection.

5. The interested party expressly authorizes the supplier and the partner as data controllers to use the data concerning the interested party for the purpose of sending advertising or direct sales material or for carrying out market research, economic analysis or communication. commercial. 12. CONCILIATION ATTEMPT 12.1 For any disputes arising between the supplier and the user, the parties will experience the extrajudicial settlement attempt pursuant to art. 1, paragraph 11 L. 31.07.1

## **12. CONCILIATION ATTEMPT**

**12.1** For any disputes arising between the supplier and the user, the parties will experience the extrajudicial settlement attempt pursuant to art. 1, paragraph 11 L. 31.07.1997 n. 249, before the Authority for guarantees in communications where provided for in the current legislation.

## **13. JURISDICTION AND APPLICABLE LAW**

**13.1** The Contract is governed by Italian law. Any dispute deriving from the Contract or in any case connected to it, will be the exclusive jurisdiction of the Court of Bolzano.

## **14. FINAL CLAUSES**

**14.1** In the event of inconsistencies or discrepancies between the Italian version and any

other language version of these general terms and conditions, the Italian version will prevail.

**14.2** Should one of the clauses of the Contract be declared void or ineffective by the competent jurisdiction, the same will continue to have full effect for the party not vitiated by said clause, unless the same constituted essential and determining reason for the conclusion of the Contract itself.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the user declares to expressly approve the contents of the following paragraphs: 1 (Object of the contract); 2 (Intellectual property of the ByWay software); 3 (Using the ByWay software); 4 (Duration - withdrawal); 5 (Fee); 6 (Guarantees); 7 (Exclusion of other guarantees); 8 (Limitation of other responsibilities); 9 (Updates); 10 (Express termination clause); 11 (Information pursuant to Legislative Decree No. 196/2003); 12 (Conciliation attempt); 13 (Jurisdiction and applicable law); 14 (Final clauses).

Bolzano, 1 January 2018