

## Request of registration to the Web Analytics service, offered by Triboo Data Analytics Srl

The undersigned requests permission to use the **ShinyStat Business Web Analytics service** on the conditions described below (hereinafter, the “**Company**”).

By clicking "Accept", completing the registration procedure, having access to the report, its content and the information contained therein, or using in any manner whatsoever the services, the Company hereby acknowledges, represents and warrants (i) it has duly read, understood and accepted this Agreement; (ii) it has all powers and authorizations to act as owner of the account and to be bound by the terms and conditions of this Agreement.

### 1. Conditions of supply

The “counter” service supplier is Triboo Data Analytics srl, based in Milan, at Viale Sarca, 336, 20126 (MI) ITALY, Fiscal Code/VAT 09761680967, registration number on the records of economic activity REA MI 2111858, (hereinafter “**Shiny**”).

The conditions of the supply of the service constitute an integral and substantial part of the present contract.

Triboo Data Analytics promises to carry out the service with the outmost diligence.

The service consists of providing the numbering and aggregation of the web analytics metrics for the company's regarding Internet users. The Company expressly acknowledges the duration of the service is of 12 (twelve) months and is limited to the maximum number of monthly “page views” according to the specific price/views range of the ShinyStat Business bought.

These numbering and aggregation operations may be viewed by corresponding graphic reports on the [www.shinystat.com](http://www.shinystat.com) website.

Once the maximum number of monthly page views has been reached as per the single price/views range bought, the service will end and will not continue to provide any more data until the end of the month in which the maximum number of “page views” was reached.

The electronic documents processed by the computer systems of Triboo Data Analytics and/or by its providers will be deemed authentic for the purposes of the calculation of the “pages views”.

Therefore, the Company cannot object to the calculation of the pages views in any manner whatsoever.

The service will be made operative by the Company by the insertion of an HTML code on its site web pages.

We want to clarify that in order to minimize malfunctioning and slow down of site viewing, the Company will have to take special measures and place the HTML code at the end of its web pages, more precisely, before TAG </BODY>.

The above operation allows servers situated in the operating offices or in the server farms used by Triboo Data Analytics, to determine quantitatively the number of “page views” by visitors that have accessed them in a way that can be measured by the said HTML code (for a more detailed description of the features offered by the ShinyStat Business service please consult the following URL: [www.shinystat.com](http://www.shinystat.com)).

Triboo Data Analytics offers a set of “**Optional Functionalities**” **disabled by default** (except in case of upgrade from a free version or from a version in which these functionalities are active), which the Company has the option in its discretion to activate the same through the Settings of the relevant account ShinyStat. The acceptance of such “Optional Functionalities” implies the release of profiling cookies by Triboo Data Analytics in order to be able to provide the proposed “Optional Functionalities”.

The Company commits to opportunely update the pages of website regarding privacy and cookies information, emphasising that the data related to navigation will also be used by the web analytics system provided by

Triboo Data Analytics, including the following link to the privacy policy provided pursuant to Article 13 of the privacy code to [www.shinystat.com/en/informativa\\_privacy\\_generale.html](http://www.shinystat.com/en/informativa_privacy_generale.html) and indicating the following link to allow visitors to Opt-Out, in the event that they are willing to refuse the installation of cookies by Triboo Data Analytics: [www.shinystat.com/en/opt-out.html](http://www.shinystat.com/en/opt-out.html).

For users who will opt-out, ShinyStat will not carry out any statistical data.

The Company acknowledges and expressly agrees that Triboo Data Analytics (i) releases analytics cookies and it has been active in implementing methods being able to reduce the cookies identification power by using instruments for the anonymization of the IP addresses, (ii) releases third parties profiling cookies only and exclusively in the event that the Company has chosen to activate the "Optional Functionalities" by means of the Settings of its ShinyStat account and (iii) undertakes not to match information included in such cookies with other information available to Triboo Data Analytics in compliance with the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 and with the "Clarifications about the implementation of the provisions concerning cookies" (*"Chiarimenti in merito all'attuazione della normativa in materia di cookie"*) issued by the Italian Data Protection Authority on 5 June 2015.

**In the event that the Company chooses the "Optional Functionalities" set by means of the Settings of its ShinyStat account, the Company undertakes to ask the prior consent to the visitors of its web site (the so called "Short Notice") before allowing Triboo Data Analytics to release profiling cookies. In this particular case, the Company hereby acknowledges and expressly agrees that Triboo Data Analytics will install the so called profiling cookies on the Company's website in its capacity as third party. In this respect, the Company hereby warrants that its website (i) will disclose the use of third parties technologies, as well as the collection and use of personal data through the website by means of its extended notice, (ii) will include a link to such extended policy and (iii) will provide the users to the website a suitable policy and will require a specific consent in compliance with the Legislative Decree No. 196 of 30 June 2003, the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 and with the "Clarifications about the implementation of the provisions concerning cookies" (*"Chiarimenti in merito all'attuazione della normativa in materia di cookie"*) issued by the Italian Data Protection Authority on 5 June 2015 and, in any event, with any applicable laws and regulations.**

The Company undertakes to indemnify and hold indemnified Triboo Data Analytics Srl, for the whole duration of this contract and even after its expiry, from any creditor, restorative, indemnifying and/or sanctioning claims, of any kind and advanced by anyone, and / or any sanction that may be directly or indirectly originated by the not-fulfillment by the Company of the obligations relating to the regulations on Privacy and in any case to indemnify and hold harmless Triboo Data Analytics from any prejudicial consequence (including, in case of litigation proceeding, the payment of legal expenses paid by Triboo Data Analytics to its chosen lawyers) that can be derived from the application of the Legislative Decree No. 196 of 30 June 2003, The "Privacy Code", as subsequently amended, and of the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 (currently available at the following url: [www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/3167654](http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/3167654)) and of all subsequent Clarifications available on the website of the Italian Data Protection Authority (currently accessible at: [www.garanteprivacy.it/](http://www.garanteprivacy.it/)) and, in any case, of any applicable laws and regulations. All the guarantees and indemnities provided under this clause are also provided by the Company with respect to the obligations of any own associated / grouped companies.

The parties acknowledge and expressly agree that Triboo Data Analytics will maintain the so called log files concerning the service provided by Triboo Data Analytics to the Company for a maximum period equal to 96 hours. Triboo Data Analytics will access such log files only and exclusively if (i) a restoration in the event of disaster recovery is necessary and (ii) it is necessary to carry out controls in the event of anomalous traffic volumes.

The Company should commit to periodically consult the pages of the website [www.shinystat.com](http://www.shinystat.com), with particular regard to the pages indicated below, in order to obtain the necessary information for a constant adjustment of its website to the current legislation:

- [www.shinystat.com/en/informativa\\_privacy\\_generale.html](http://www.shinystat.com/en/informativa_privacy_generale.html)

- [www.shinystat.com/en/opt-out.html](http://www.shinystat.com/en/opt-out.html)

Activation of service is confirmed by an email sent to the email address indicated by the Company on the form filled in at registration time.

## 2. Term

The present contract will be in force for one year starting from the date of activation of service confirmed by email. Triboo Data Analytics hereby reserves the option to postpone the expiration date for business reasons in its sole discretion, as well as to transform the version previously purchased in the relevant free version, with the implied acceptance of the relevant terms and conditions by the Company.

The parties represent and mutually agree that statistical data concerning the numbering and aggregation of accesses to the Website of the Company will be no longer displayed upon the expiration of the agreement. Subject to the following Article 6 and taking into account the provisions of this Article 2, the Company acknowledges and expressly agrees that Triboo Data Analytics cannot be deemed responsible in any case whatsoever for damages, whether direct or indirect, arising from not having access to such data upon the expiration of this agreement.

## 3. Costs

The annual amounts owed according to the different price/views range corresponding to the maximum number of pages views per month are as follows:

Maximum number of page views per month	Annual cost of the subscription
50,000	210.00 EUR
100,000	395.00 EUR
200,000	630.00 EUR
500,000	882,00 EUR
1,000,000	1,170.00 EUR
2,500,000	1,890.00 EUR
5,000,000	2,600.00 EUR

A special offer will be evaluated for more than 5,000,000 page views per month.

Invoicing will be in accordance with the law and to corresponding payment or verification of same.

Payment for annual subscription must be made in one single payment and by credit card payment (immediate card activation, except for technical data transmission malfunctioning not due to Triboo Data Analytics).

## 4. Service upgrade

At any particular moment the Company will have the option to subscribe to a higher volume service with a maximum number of "page views", by paying the difference of the annual costs for the reference version and the amount owed for the higher volume, and the amount for the service that was already received according to

this formula:  $\text{Cost For Higher-Volume Version} - [\text{Cost of Previously Purchased Version} - (\text{Cost of Previously Purchased Version} / 365 \times \text{Number of days of Previous activation})]$ .

We recommend you request the upgrade with enough notification time since, as previously described, when the maximum number of viewed pages is reached and up to the time of activation of the upgrade, the Company acknowledges and agrees that the data will be lost forever.

#### **5. Use of remote communication techniques**

The Company expressly authorizes Triboo Data Analytics to send to its email address any information regarding the execution of the present contract, even by means of email and also containing the URL address and hypertext link to the page on its website [www.shiny.net](http://www.shiny.net) and/or [www.shinystat.com](http://www.shinystat.com) and/or other related sites to Triboo Data Analytics in order to refer to the relevant information.

#### **6. Limitations of responsibility**

The parties expressly agree that Triboo Data Analytics will not be held responsible to the company for contractual responsibility or for illegal action (as a result of misconduct, excluding fraud and serious fault) or for other claims for direct or indirect loss of profits and business, or for any damage, or direct or consequential loss, or for any destruction of data.

Except for the provision above and the fraud and serious fault events, Triboo Data Analytics shall be deemed liable to the company for the contract, for illegal actions or for any other grounds regarding this contract limited to an amount which is equal to the amount paid for the subscription plus 10%, except in the cases where Triboo Data Analytics has acted in a fraudulent manner or as a result of serious misconduct.

#### **7. Indemnification**

Subject to what provided in this agreement, the Company undertakes to indemnify Triboo Data Analytics from any creditor, restorative, indemnifying and/or sanctioning claims arising from the breach of rights pertaining to public or private subjects, connected and/or arising from the breach of the provisions of the Agreement and/or from the behaviour of the Company by fraud or misconduct, holding indemnified Triboo Data Analytics in any case whatsoever from any request being connected and/or dependent from an improper behaviour in any manner whatsoever, in breach of third parties rights and/or not compliant with laws and/or regulations and/or any national and/or international laws, also bearing all the burdens connected with the management of litigation proceedings (if any) initiated against Triboo Data Analytics for fact and guilt of the Company. It is hereby agreed that Triboo Data Analytics will have the right to choose the legal to be entrusted with its defence in such events and that the Company will bear the relevant costs and expenses.

#### **8. Limitations on service use**

The Company acknowledges and expressly agrees that the HTML code of the service Web Analytics ShinyStat, as provided, guarantees the full compliance with the general privacy policy and with the cookies policy in particular. Therefore, the Company hereby undertakes not to amend the HTML of the Web Analytics ShinyStat service; in the event Triboo Data Analytics will find any amendment whatsoever to such code, Triboo Data Analytics could cancel the account by procuring the return of the amount paid by the Company as consideration for the service, minus the amount equal to the accrual of the amount corresponding to the service actually received, subject to the Triboo Data Analytics' right to the compensation of the damage borne (if any).

The Company hereby undertakes not to pass on the service to third parties neither at a cost nor for free.

Triboo Data Analytics holds all the rights on the Web Analytics service, on the counter and on the related trade marks, programs and software.

The Company expressly guarantees to be the only holder of all the rights of economic use and of moral rights on the contents of its website and that such contents do not breach any third parties rights whatsoever (including, but not limited to, authors rights and connected rights, image rights, honour right and reputation right), that such contents do not have obscene, offensive, violent, defamatory, harmful to personal dignity, profane contents and furthermore that the website does not contain racist statements or glorifying the superiority or inferiority of a race, people or culture vis-à-vis others or minority, condoning of crimes against humanity, exhortations to hate or violence, sexually explicit contents, pornographic or pedo-pornographic, threatens or harassments, information or messages which educate to unlawful activities, induce to unlawful activities or that may jeopardise third parties rights, inciting to dangerous behaviours and being risky to be emulated by minors or to the use of drugs or to the mistreatment of animals, marketing or promotional messages being in breach of law or regulatory provisions, images not suitable for those under age of 18.

The parties acknowledge and mutually agree, notwithstanding the provisions under paragraph above, websites having contents suitable for an adult public only may in any case avail themselves of the Triboo Data Analytics service subject to the insertion of such websites in the relevant category.

It is hereby specified that Triboo Data Analytics does not have the possibility to exercise any control on the content of the page or of the WEB site on which the Company inserts the HTML code ShinyStat BUSINESS and, in this respect, it hereby reserves the option to terminate this agreement by the immediate cancellation of the account, in the event that it finds a breach of this Article 7. The foregoing especially as a consequence of the wrong insertion of a website having contents suitable for an adult public only in a category other than the one specifically provided.

The Parties, therefore, acknowledge and mutually agree that Triboo Data Analytics reserves the right to cancel the account whenever it deems that the contents of the page or website on which it has inserted the HTML code ShinyStat breaches the present article or ruling normative, and will arrange to refund the amount paid by the company for the service after having deducted the amount that corresponds to the actual service delivered, subject to the right for compensation by Triboo Data Analytics for any damages that it may have suffered.

## **9. Force majeure**

Neither the Company nor Triboo Data Analytics may be held responsible if a failure to fulfil one or more of the contractual agreements is due to events beyond their control or which cannot be attributed to them, such as for instance lightning strikes, floods, earthquakes, exceptional atmospheric conditions, fires, explosions, wars, civil disorder, strikes (even those which don't involve company staff) or actions by the local or central government or any other competent authority, or events that go beyond the control of their own suppliers.

## **10. Final clauses**

The present contract substitutes any previous agreement, even verbal, between the Parties and constitutes the sole contract among the Parties as far as the matter that is detailed in it.

The eventual nullification, voidability or ineffectiveness of one or more clauses of the contract, will not be extended to the other clauses of the contract.

Tolerance by Triboo Data Analytics of any breach by the Company of one or more clauses should not be considered as a waiver of the rights that are recognized to it by the contract and/or by law.

It is hereby agreed that Triboo Data Analytics is authorised to mention, among its clients or users, the subscriber of this agreement by means of links and/or textual, hypertext and graphic references to the contents included in the Company's websites and/or videos.

### 11. Communications

All communications that are sent to Triboo Data Analytics pursuant to the present contract will be valid if in written form and sent to:

Triboo Data Analytics Srl  
Viale Sarca, 336  
20126 Milan (MI)

Unless otherwise specified, communications sent to Triboo Data Analytics will be considered effective on the day of receipt, if sent by mail by means of registered recorded delivery mail. The communication may also be sent by mail (at the following address: [amministrazione@shinystat.com](mailto:amministrazione@shinystat.com)), on condition that it is confirmed by registered recorded delivery letter within the next 48 hours.

All communications to be sent to the Company, for the present contract, will be considered valid even when sent by email to the address specified by the company during the registration process and/or to the e-mail address specified in the Settings of the ShinyStat account.

### 12. Place of jurisdiction

The Court of Milan will have jurisdiction and exclusive competence for controversies inherent to this contract.

I accept

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Company represents to have read and to specifically approve the provisions under the following Articles of this agreement: Art. 1 (Conditions of supply), Art. 2 (Term), Art. 4 (Service upgrade), Art. 6 (Limitations of responsibility), Art. 7 (Indemnification); Art. 8 (Limitation on service use) Art. 9 (Force majeure), Art. 12 (Place of jurisdiction).

I accept

As per statement pursuant to article 13 of Legislative Decree of 30 June 2003 no. 196 (please read the statement on privacy before continuing with registration for the ShinyStat Business service) I consent to the processing of my personal data and to the use of my electronic mail address for the purposes of receiving communications relevant to the Triboo Data Analytics and ShinyStat service.

I consent

## Statement pursuant to article 13 of Legislative Decree of 30 June 2003 no. 196

With the entry into force of Legislative Decree 30 June 2003 no. 196, containing provisions for the protection of persons and other persons with regards to the processing of personal data, Triboo Data Analytics srl, with headquarters in Milan, Viale Sarca, 336, 20126 (MI) ITALY, in its capacity as “owner” of the processing is obliged to supply some information regarding the use of personal data.

This Decree governs the processing of personal data, that is, any operation or set of operations, carried out with or without the assistance of electronic means, regarding the collection, registration, organization, preservation, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, circulation, cancellation, and destruction of data, even if not registered in a data bank.

The Legislative Decree of 30 June 2003 no. 196 stipulates that “the person concerned” or “the person from whom the personal data is collected” must be informed of the following.

### Source of personal data

With regard to the personal data in the possession of Triboo Data Analytics Srl, they are collected directly from the person concerned, while browsing data for websites that use the ShinyStat service are processed through the operating code placed on the sites.

All the data collected will obviously be processed confidentially and in compliance of the ruling normative.

Triboo Data Analytics srl undertakes to process the personal data legally and correctly; to collect and register them for specific, explicit and legitimate purposes and to use them in other processing operations on terms which are compatible with such purposes. Moreover, it undertakes to check that they are accurate, up-to-date, pertinent, complete and not beyond the purposes for which they are collected and then processed, and to keep them in a way allowing for the identification of the person concerned for a period of time no greater than necessary for the purposes for which they were collected and then processed.

We would like to inform you that Triboo Data Analytics srl does not require the indication of data that the Legislative Decree of 30 June 2003 no. 196 deems “sensitive”.

Article 4, paragraph 1 letter d) of the Legislative Decree of 30 June 2003 n. 196 defines as “sensitive” the personal data that might be used to disclose the racial and ethnic origin, religious, philosophical or other types of convictions, political opinion, party membership, unions, associations and organizations of philosophical, political or trade union nature, as well as personal data that might disclose the state of health and sexual lifestyle.

The data may be processed only with the written consent of the person concerned and subject to the Guarantor's prior authorization, in observance of the provisions and limitations established by the Legislative Decree of 30 June 2003 no. 196, as well as by law and regulations.

### Purposes of the processing for which the data are intended

1. The personal data of the person concerned will be processed within the scope of the normal activity by Triboo Data Analytics srl and the processing will be carried out in compliance of the law and/or deriving from the contract to which the concerned person is a party (in order to be able to provide the client with the ShinyStat Business service, or to include the client's Site or Webpage on the search engine “ShinyStat's Top Sites”, “ShinyStat's Clients” and other services provided by Triboo Data Analytics srl).

2. The processing of personal data of the person concerned will also be applied when sending communications regarding the Triboo Data Analytics' services.

The contribution of the personal data necessary for these purposes is optional, however the refusal to supply the data -given the specific need of the data requested for the purpose intended-, might result in Triboo Data Analytics srl not fulfilling the letter of the law and/or provisions of the contract of which the person concerned is party (as far as point 1) and make it impossible for Triboo Data Analytics srl to send communications regarding the Triboo Data Analytics' services (referred to in point 2).



#### Forms of data processing

In relation to the stated purposes, the processing of the personal data is carried out using manual, computer-based and telematic tools, with logic that is strictly correlated to the purposes intended, and in any case, in such a way as to guarantee the safety and confidentiality of the data.

In any case, the protection of the personal data is guaranteed by Triboo Data Analytics srl.

#### Category of persons to whom data may be communicated

In order to carry out its activities, Triboo Data Analytics srl shall communicate the personal data of the persons concerned only and exclusively to recipients of the communications strictly connected for purposes referred to at point 1) and to persons to whom the communication is obligatory by law.

Persons that belong to categories to whom the data may be communicated shall use the data in the capacity of "owners" pursuant to the law, in full autonomy, being outside the original processing carried out by Triboo Data Analytics srl.

#### Rights as per Art. 7

Moreover, we want to specify that Art. 7 of the Legislative Decree of 30 June 2003 no. 196 confers on the citizens the exercise of specific rights.

1. The person concerned has the right to obtain confirmation of the existence or non existence of personal data pertaining to him even if not yet registered and that their communication be available in an intelligible way.

2. Moreover, the person concerned has the right to know:

- a) the origin of the personal data;
- b) the purpose and modality of the processing;
- c) of the logic applied whenever the processing involves use of electronic tools;
- d) the identification details of the owner, of the responsible and of the designated representative pursuant to Article 5, paragraph 2;
- e) of persons or categories of persons to whom the personal data may be communicated or person who may acquaint himself of the information as a designated representative on State territory, also of responsible and persons in charge.

3. Moreover, the person concerned has the right to know:

- a) the updating, the rectification, as well as the integration of the data whenever deemed of interest;
- b) the cancellation, the transformation in anonymous manner or the blocking of processed data in violation of the law, including those that do not need to be kept when compared to the purposes for which they were gathered and were later processed;
- c) certification that the operations described at letters a) and b) were made aware, even in regards to content, to persons for whom data have been communicated or circulated, except for cases in which such a condition might be impossible to achieve or necessitates an inordinate amount of means when compared to the enforcement of the right.

4. The person concerned has the right to oppose, in part or wholly:

- a) for legitimate reasons to the processing of his personal data even though they might be pertinent to the purpose of their collection;
- b) the processing of his personal data for the sending of advertising material or direct sales or for commercial communication about products of Triboo Data Analytics srl.

You may request more information directly from Triboo Data Analytics srl, based in Viale Sarca, 336, 20126 Milan (MI), or by email to [privacy@shinystat.com](mailto:privacy@shinystat.com).