This Acceptable Use Policy (the "AUP") is published at palasil.com/legal/aup in English and Italian. In case of conflict, the English version prevails, except for customers with a Palasil Custom Agreement, for whom the version attached to their signed agreement prevails.

The AUP is part of the Agreement between Terahold S.r.l. ("Terahold") and its self-service Customers under the Palasil Terms of Service (the "Terms"), and of the Palasil Custom Agreements that refer to it. It applies to the Customer and to all Users of its Brand Workspaces, including the Users of the Brand Workspaces of customers with a Palasil Custom Agreement (Sections 1.4 and 1.5 of the Terms). Palasil is a trademark used under licence by Terahold S.r.l. Capitalised terms have the meaning given in the Terms or, if not defined in the Terms, in the DPA. For customers with a Palasil Custom Agreement, the references in this AUP to Sections of the Terms other than those listed in Section 1.4 of the Terms are to the corresponding provisions of the Palasil Custom Agreement.

1. Email sending

1.1 The campaigns prepared with Palasil leave from the Customer's Klaviyo account, and the Customer is their sender, also when they are scheduled or sent from the Service. The Service schedules or sends a campaign only on the explicit action of a User or of the Authorised Personnel of Terahold in the cases of Section 6.1 a) and b) of the DPA. The Customer:

a) sends marketing emails only to recipients who have given valid consent, or where the law applicable to the recipient allows sending without consent;

b) includes in every marketing email a working unsubscribe mechanism, keeps it active in its Klaviyo account and does not send further marketing emails to recipients who have unsubscribed;

c) clearly identifies itself as the sender and does not use misleading sender names, subject lines or headers;

d) does not use purchased, rented or scraped lists, or lists whose origin and consents it cannot demonstrate;

e) complies with the laws on electronic marketing communications, consumer protection, advertising and price indications applicable in the countries of the recipients;

f) informs recipients of the tracking pixels in its emails, obtains their consent where required by law and allows them to withdraw it, also only for tracking.

1.2 The Customer complies with the terms and acceptable use policies of the Connected Tools, including those of Klaviyo and Shopify, which apply to the campaigns sent from its accounts and to the use of its store.

2. Excluded and restricted sectors

2.1 Palasil may not be used for Brands or campaigns that promote or sell: adult content; weapons, including knives and hunting articles; drugs and illegal substances; cannabis and its derivatives, including CBD; tobacco products and electronic cigarettes; medicines, including non-prescription medicines; medical devices; food supplements; other products whose

purchase may reveal the health, sex life or sexual orientation of the buyer; gambling without the required licence; pyramid or similar schemes; counterfeit goods. Lingerie and underwear are allowed.

2.2 Palasil may be used for the following sectors only if the Brand complies with the specific rules that apply to them, including the rules on advertising, financial claims and age restrictions: alcoholic beverages; crypto-assets and financial products.

2.3 Terahold may ask for information on the activity of a Brand to verify compliance with this Section 2. The Customer replies within 10 Working Days of the request.

3. Prohibited content

3.1 The Customer and its Users may not use Palasil to create, store or send content that:

a) is unlawful, or infringes intellectual property, image or other rights of third parties;

b) contains false or misleading claims about products, prices, discounts, availability, origin or effects, including announcements of price reductions that do not state the prior price where required by law and generic environmental claims, such as "eco", "green" or "sustainable", where the Brand cannot demonstrate the recognised excellent environmental performance relevant to the claim required by law;

c) incites hatred, discrimination or violence, or harasses or threatens people;

d) is sexually explicit, or exploits or endangers minors;

e) contains malware, phishing or deceptive links;

f) contains personal data of third parties that the Customer is not entitled to use, special categories of personal data or personal data relating to criminal convictions and offences.

4. Use of AI features

4.1 Users review the Output of the AI agent before using it and remain responsible for the content they decide to use or send.

4.2 Users may not:

a) use the AI agent to generate content prohibited by this AUP;

b) use the AI agent for practices prohibited by Article 5 of the AI Act, including manipulative or deceptive techniques and the exploitation of vulnerabilities due to age, disability or a specific social or economic situation;

c) attempt to bypass the safeguards of the Service, including by manipulating the instructions given to the AI agent;

d) attempt to extract the instructions, configurations or data of the Service or of other customers;

e) use the Output of the Service to develop or train competing AI models or services;

f) remove, alter or obscure the machine-readable indication that Terahold adds to the HTML of the drafts generated by the AI agent (Section 8.6 of the Terms), or use tools designed to do so, except as allowed by Section 8.6-bis of the Terms.

5. Inspiration feed

5.1 The feed may be used only as an internal reference for the Customer's creative work, as provided in Section 10.2 of the Terms. Users may not reproduce, adapt, distribute or publish its content, use it for third parties, including the Customer's clients, or download it in bulk or by automated means.

6. Integrations and accounts

6.1 The Customer may connect to Palasil only accounts it owns or is authorised to use, and keeps its integration keys and credentials secure.

6.2 Users may not use Palasil to access accounts or data of third parties without authorisation.

7. Security and infrastructure

7.1 Users may not:

a) test, probe or scan the Service for vulnerabilities without Terahold's prior written consent; vulnerabilities may be reported in good faith to security@palasil.com;

b) interfere with or overload the Service or its infrastructure, or circumvent limits, access controls or security measures;

c) access the Service by automated means other than the features made available by Terahold, or extract its content by automated means;

d) upload or transmit malware or harmful code.

8. Use on behalf of third parties

8.1 The Customer may use Palasil only for its own Brands. Its own Brands include the Brands of companies controlling, controlled by or under common control with the Customer within the meaning of Article 2359 of the Italian Civil Code, and the trademarks that the Customer uses under licence. The use of Palasil to provide services to third parties, for example by an agency for its clients, is allowed only under an Order Form that expressly allows it.

8.2 The Managed Services under a Palasil Custom Agreement do not fall within Section 8.1: in that case Terahold operates for the Brand under that contract.

9. Enforcement

9.1 In case of breach of this AUP, Terahold may, in proportion to the seriousness of the breach: ask the Customer to remedy it within a time limit stated in the request; remove or disable access to the content concerned; suspend features, Users or the Brand Workspace under Section 13.3-bis of the Terms; terminate the Subscription in the cases provided in Section 13.3 of the Terms. For a customer with a Palasil Custom Agreement, Terahold may terminate that

agreement under Article 13.6, letters c) and d), of the General Terms of the Palasil Custom services if the customer uses the Service, or requests the services of that agreement, for a sector excluded by Section 2.1 of this AUP, or requests again content prohibited by Section 3.1 of this AUP after Terahold has objected in writing to a previous request of the same kind. In the other cases of breach, Terahold may suspend the activities concerned under Article 12.2 of those General Terms and, if that agreement includes the Platform, the features, Users or Brand Workspace concerned, with immediate effect and until the cause is removed; the fee under that agreement remains due during the suspension. Terahold may also exercise the other remedies provided by that agreement and by law.

9.2 Terahold communicates each measure under Section 9.1 taken because content is illegal or incompatible with this AUP, at the latest when the measure takes effect: by email to the Owners and, if the measure concerns a User, to the User concerned; for a customer with a Palasil Custom Agreement, also to the address for formal communications stated in the order form of that agreement. The communication states: the measure, its scope and its duration; the facts and circumstances on which it is based, including whether it follows a notice or Terahold's own initiative; whether automated means were used; the clause of this AUP or the legal provision relied upon and the reasons why the content is considered incompatible or illegal; the means of redress under Section 9.4. This Section does not apply to orders of authorities under Article 9 of Regulation (EU) 2022/2065 (DSA).

9.3 The decisions under this AUP are taken by Terahold staff, who do not use automated means to remove Customer Content or to suspend Users or Brand Workspaces under this AUP. The AI agent is instructed to decline to generate content that it identifies as prohibited by this AUP and to propose an alternative; this does not remove or restrict content of the Customer.

9.4 The Customer may challenge a measure under Section 9.1 by writing to legal@palasil.com within 6 months of the communication under Section 9.2. The challenge is examined, with a new review of the facts and of the Customer's arguments, by the director of Terahold or by a person designated by the director who did not take part in the decision, and Terahold communicates its decision with the reasons within 15 Working Days of receipt. Recourse to the courts under Section 24 of the Terms remains available. Terahold may cooperate with competent authorities where required by law.

10. Reporting and changes

10.1 Breaches of this AUP and illegal content may be reported to legal@palasil.com, as described in Section 21.2 of the Terms; vulnerabilities to security@palasil.com.

10.2 Terahold may amend this AUP under Section 22 of the Terms. The current version is available at palasil.com/legal/aup, and the previous versions remain available in the archive at palasil.com/legal/archive.