These Terms of Service are published at palasil.com/legal/terms in English and Italian. In case of conflict, the English version prevails (Section 23.5).

1. Who we are and scope

1.1 Palasil is a service for the email marketing of e-commerce brands, provided by Terahold S.r.l., single-member company, with registered office at Via Francia 21/C, 37135 Verona, Italy, VAT number IT05234500238, tax code and Verona Companies Register number 05234500238, REA VR-481086, share capital EUR 10,000 fully paid, certified email (PEC) terahold@legalmail.it ("Terahold"). Palasil is a trademark used under licence by Terahold S.r.l.

1.2 These Terms of Service (the "Terms") govern the use of the Service by the business that subscribes to it in self-service (the "Customer"). Together with the Data Processing Agreement (the "DPA"), the Acceptable Use Policy (the "AUP") and any Order Form, in the versions accepted by the Customer, they form the agreement between Terahold and the Customer (the "Agreement"). The other pages published at palasil.com/legal, such as the Privacy Policy, the Support Policy, the AI and Transparency page, the Security Overview, the Data Export page and the Content Removal page, provide information and are not part of the Agreement, except the list of sub-processors published at palasil.com/legal/subprocessors, which is binding as provided in Section 10.1 of the DPA.

1.2-bis The Customer is the company or professional identified, at the time of acceptance, on the acceptance page of the Service by: legal name; registered office and country; VAT number or, outside the European Union, VAT or company registration number. The Customer confirms that these data are correct and notifies any change to support@palasil.com within 15 days of the change.

1.3 In case of conflict between the documents forming the Agreement, the following order applies: (a) the SCCs, as defined in the DPA, where the DPA applies them; (b) the DPA, only for matters concerning the processing of personal data on behalf of the Customer; (c) an Order Form, only for the provisions that expressly state that they derogate from these Terms; (d) these Terms; (e) the AUP. Fees, refunds, limitations of liability and termination are not matters concerning the processing of personal data and are governed by these Terms, unless an Order Form expressly provides otherwise.

1.4 Where the Customer has signed with Terahold a Palasil Custom Agreement, the relationship between Terahold and the Customer is governed exclusively by that contract, and these Terms do not apply to the Customer. The Users invited to a Brand Workspace of a customer with a Palasil Custom Agreement use the Service in compliance with Sections 4, 5.2, 8.6-bis, 10.2 and 11.1 of these Terms and with the AUP, as provided in Section 1.5.

1.5 Each User, when joining a Brand Workspace, undertakes to use the Service in accordance with these Terms and with the AUP. For a User of a Brand Workspace covered by a Palasil Custom Agreement, this undertaking concerns only the Sections listed in Section 1.4 and the AUP. The undertaking does not make the User a party to the Agreement or to the Palasil Custom Agreement, which are between Terahold and the company that signed them. Terahold may suspend the access of a User who breaches the Sections listed in Section 1.4 or the AUP, informing the Owners of the Brand Workspace by email and stating the reasons.

2. Business use only and conclusion of the Agreement

2.1 The Service is offered exclusively to businesses and professionals for purposes related to their trade, business or profession. It is not offered to consumers. By accepting these Terms, the Customer confirms that it acts for such purposes.

2.2 The person who accepts these Terms on behalf of the Customer declares that he or she has the authority to bind the Customer, and states his or her name and role at the Customer. Terahold may ask for evidence of that authority before activating the Brand Workspace.

2.3 The Agreement is concluded online as follows:

a) Terahold sends to the person indicated by the Customer an invitation by email from noreply@palasil.com, with a single use link under Section 4.1;

b) after creating the account, the person enters on the acceptance page the data of the Customer under Section 1.2-bis and his or her role, and ticks the acceptance of these Terms, of the DPA and of the AUP on behalf of the Customer; each document is linked to its page at palasil.com/legal, with its version and date, and can be saved and printed before acceptance;

c) the Service then shows, in a separate window, the clauses listed in Section 25.1, grouped by subject, and sends a single use code to the email address of the person; the person approves the clauses by entering the code, as provided in Section 25.2;

d) until the code is entered, the person can close the window, go back to the data entered and correct them;

e) the Agreement is concluded when the Service records the signature with the code;

f) immediately after the signature, Terahold sends to the person who signed and to the other Owners of the Brand Workspace a confirmation by email stating the plan, the price and its VAT treatment, the payment method, the renewal and the way to cancel, the date and the signatory, and the clauses approved, with the documents accepted attached or a link to them;

g) Terahold keeps the record of the acceptance and of the signature and the version of each document accepted, and provides a copy of them on request sent to support@palasil.com.

2.4 The Agreement can be concluded in English or in Italian. Terahold does not adhere to codes of conduct relating to the conclusion of contracts. Disputes are decided by the courts indicated in Section 24. The parties, neither of which is a consumer, agree that the information and the confirmation described in Section 2.3 are the information and the acknowledgement of receipt of the order under Articles 12(1) and 13(2) of Italian Legislative Decree of 9 April 2003, no. 70.

2.5 The approval under Section 25.2 is given once for each Brand Workspace, by the Owner who activates it in self-service or, for a Brand Workspace that passes from a Palasil Custom Agreement to self-service, by its Owner. Owners and other Users added after the approval join under Section 1.5 and do not repeat it.

3. Definitions

3.1 In these Terms:

a) "Service": the Palasil software platform, accessible at app.palasil.com, and its features, including the AI agent and the inspiration feed;

b) "Brand Workspace": the area of the Service dedicated to a single Brand of the Customer; each Brand has one Brand Workspace, with its own Subscription;

c) "Users": the persons invited to a Brand Workspace, with one of the roles described in Section 4.3: Owner, Manager, Editor or Analyst;

d) "Owner": the User with the powers described in Section 4.3, including the management of the other Users and the payment of the Subscription;

e) "Connected Tools": the Klaviyo and Shopify accounts of the Customer connected to the Service;

f) "Customer Content": the data, information and materials that the Customer and its Users provide to the Service or that the Service obtains from the Connected Tools, including conversations, Brand kit, images, calendar, copy and drafts;

g) "Output": the content generated by the Service for the Customer, including email plans, copy, product selections, newsletter HTML and analyses;

h) "Order Form": a document signed by Terahold and the Customer that sets, for one or more Brand Workspaces, specific conditions of the self-service Subscription, such as the price for more than 500,000 Contacts; a Palasil Custom Agreement is not an Order Form;

i) "Managed Services": the services performed by Terahold staff for a customer under a Palasil Custom Agreement;

j) "Subscription Period": the monthly or annual period for which a Subscription is paid, which starts on the date of the first payment or of the last renewal and ends on the day before the next renewal date shown in the Service;

k) "Subscription": the subscription to the Service for one Brand Workspace; each Subscription has its own Subscription Period, price and renewal;

l) "Brand": a trademark under which the Customer sells products through its e-commerce, together with any network of third party stores and of stores owned by the Customer that sell products under the same trademark; the whole trademark is one Brand and has one Brand Workspace;

m) "Contacts": the number of active profiles that Klaviyo counts for the billing of the Customer's Klaviyo account, as returned by Klaviyo to the Service;

n) "Working Day": a day from Monday to Friday, other than Italian national public holidays and 21 May (feast of the patron saint of Verona);

o) "Palasil Custom Agreement": an agreement signed by Terahold and a customer for Managed Services, which includes the use of the Service;

p) "Credit Operations": the operations of the AI agent that consume Credits, listed in Section 12.7 b);

q) "Credits": the units that measure the use of the AI agent, under Section 12.7;

r) "Credit Pack": a number of Credits purchased under Section 12.7-bis;

s) "Content Languages": the languages in which the Service prepares the sends, the copy, the newsletters and the campaigns of a Brand Workspace, active in the Brand kit; they do not include the language of the Service and of the emails to Users, governed by Section 23.7;

t) "Additional Language": each Content Language active beyond the number of Content Languages included in the Subscription, under Section 12.7-ter;

u) "Terahold Personnel": the employees, directors and collaborators of Terahold, including the Users with an email address in the palasil.com or terahold.com domains.

3.2 Capitalised terms used in these Terms and defined in the DPA, such as Customer Personal Data, Authorised Personnel, Inference Providers, SCCs and Retrieval Period, have the meaning given in the DPA.

4. Accounts and access

4.1 Access to the Service is by invitation only. Terahold or an authorised User sends the invitation by email from noreply@palasil.com; the invitation is a single use link, bound to the email address of the invited person and valid for 7 days. Each User sets a password, which can be changed only by entering the current password or through the recovery link sent by email. Two-step verification is available to every User; the Service reminds the Users who have not activated it, and the Customer decides whether its Users activate it. Terahold staff always use two-step verification. Sensitive actions, such as changing the keys of the Connected Tools, removing members of the team or granting support access, require the User to confirm his or her identity again with the second factor or, where two-step verification is not activated, with the password; the confirmation is valid for 10 minutes. If a User loses access to the second factor, Terahold may remove two-step verification for that User on request and records the reason; the User is notified in the Service.

4.2 The Owner manages the Users of the Brand Workspace other than the Owners and their roles. Owners are added, changed or removed by Terahold on the written request of the Customer sent to support@palasil.com by an Owner or by the legal representative of the Customer; the last Owner of a Brand Workspace cannot be removed. For a Brand Workspace covered by a Palasil Custom Agreement, Owners are appointed or removed by Terahold only on the written request of the legal representative of the customer, as provided in that agreement. The Customer is responsible for the activities of its Users, for keeping credentials confidential and for removing the Users who no longer need access. The Customer notifies Terahold at security@palasil.com of any suspected unauthorised use of an account within 24 hours of becoming aware of it.

4.3 The roles of the Users are the following:

a) Owner: all the functions of the Brand Workspace, including the payment of the Subscription, the management of the Users other than the Owners, the connection of the Connected Tools and the grant of support access under Section 9;

b) Manager: the same functions as the Owner, except the payment of the Subscription and the management of the Owners;

c) Editor: the chat with the AI agent, the creation and change of content, the approval of proposals, the saving of drafts in Klaviyo, the creation of segments in Klaviyo under Section 6.2 f), the scheduling and sending of campaigns under Section 6.2 e), the connection of the Connected Tools, the grant of support access and the purchase of Credit Packs and Additional Languages under Sections 12.7-bis and 12.7-ter; the Editor does not manage the team;

d) Analyst: reading of analyses and content and use of the chat with the AI agent, without changing content, without creating segments in Klaviyo, without scheduling or sending campaigns and without purchasing Credit Packs or Additional Languages.

5. The Service and the licence

5.1 Terahold grants the Customer, for the Subscription Period, a non exclusive, non transferable and non sublicensable right to use the Service for the internal business purposes of the Customer's Brands, within the Subscriptions paid.

5.2 The Customer may not, and may not allow others to: copy, modify or create derivative works of the Service; decompile or reverse engineer it, except to the extent permitted by mandatory law; resell, rent or make the Service available to third parties, except as permitted by Section 8 of the AUP; use the Service to build a competing product; circumvent technical limits or security measures; use the Service in breach of the AUP.

5.3 Terahold may improve, modify or replace features of the Service. During a paid Subscription Period, Terahold does not remove any of the following features (the "Core Features"): the AI agent for planning and writing emails; the connection to Klaviyo and Shopify; the saving of drafts in Klaviyo; the scheduling and sending of campaigns from the Service under Section 6.2 e); the analytics of the Brand Workspace; the calendar. Replacing a Core Feature with a feature that performs the same function is not a removal. The availability of Credit Operations within the limits of the Credits included in the Subscription and of those purchased, under Section 5.5, is not a removal of the AI agent. Terahold notifies the removal of a Core Feature by email to the Owners at least 30 days in advance, and the Customer may, within 30 days of the notice, terminate the Subscriptions concerned by notice under Section 23.3, with a pro rata refund of the fees prepaid for the period after termination.

5.4 Features marked as beta or preview in the Service are provided as they are, may change or be withdrawn at any time and are excluded from the Core Features and from any commitment on availability.

5.5 The AI agent uses the language models chosen by Terahold, the same for all Users. Credit Operations consume Credits under Section 12.7 and start only if the Brand Workspace has Credits available. When the Credits of the Brand Workspace are used up, the Service does not

start new Credit Operations, states this to the User who requests one and indicates the Users who may purchase Credit Packs under Section 12.7-bis a); Credit Operations start again when the Brand Workspace receives new Credits, with the included Credits of the following calendar month or with the purchase of a Credit Pack. A Credit Operation already started is completed even if it requires more Credits than those available, under Section 12.7 f). When the Credits are used up, the following remain available, without consuming Credits: (a) the short operations, meaning those that do not involve analyses, plans or the writing of new texts, which Terahold may carry out with a faster language model, among them carrying out a command given with a button or a suggestion of the Service, such as opening a send, changing an image or applying a proposal already made, translating existing texts and preparing labels and short summaries; (b) the creation and update of the Brand kit and the composition of the Reviews; (c) the features of the Service that do not use the AI agent.

5.6 To protect the security and the availability of the Service, Terahold may limit the number and length of requests to the AI agent, including for each User and each Brand Workspace, and may adjust these technical limits. These limits do not reduce the Credits included in the Subscription or the Credits purchased.

6. Connected Tools

6.1 The Customer connects its Connected Tools to the Service by providing the required keys or authorisations. The key of the Klaviyo account must allow the writing operations described in Section 6.2. The Connected Tools are provided to the Customer by their providers under separate agreements; their providers are not subcontractors of Terahold.

6.2 The Service reads data from the Connected Tools and writes only to the Customer's Klaviyo account, only on behalf of the Customer and as described in the DPA. The writing operations are the following:

a) creating drafts of campaigns and the related templates, when a User or, during a support access under Section 9.1 b), the Authorised Personnel of Terahold save a draft;

b) sending test emails, when a User asks for them, only to the addresses entered by the User, up to 5 addresses for each test;

c) creating, when Klaviyo is connected, six segments whose names begin with "Palasil ·", based on email consent, clicks, purchases, website visits, bounces and spam complaints, and not on email opens; each segment is created only once, also where the Customer already has segments with the same names;

d) deleting content or removing a draft, only after the confirmation of a User;

e) scheduling a campaign saved as a draft for the date and time set in the Service or, after a further confirmation of the person who requests it, having it sent 3 minutes after that confirmation, only on the action of an Owner, a Manager or an Editor or, during a support access under Section 9.1 b), of the Authorised Personnel of Terahold;

f) creating in the Customer's Klaviyo account a segment proposed by the AI agent in the chat, at the request of a User or as part of a strategy proposed by the AI agent: the AI agent shows in the chat the name of the segment, which begins with "Palasil ·", and the

rules that determine who belongs to it, based on purchases, carts and checkouts, products viewed, website visits, emails received and clicked, email consent and country, and not on email opens; the Service creates the segment, exactly as proposed, only after the confirmation in the chat of an Owner, a Manager or an Editor or, during a support access under Section 9.1 b), of the Authorised Personnel of Terahold.

The campaigns scheduled or sent from the Service leave from the Customer's Klaviyo account and are sent by Klaviyo. The Service does not schedule or send campaigns without an action under letter e), and the AI agent does not schedule or send them. The Service does not change or delete the segments in the Customer's Klaviyo account, including those it has created under letters c) and f), and the creation of a segment does not send any email. The Service does not subscribe anyone to the Customer's lists and does not write to the Customer's Shopify store. Integration keys are stored in encrypted form and can be revoked by the Customer at any time; revocation prevents the functions that use the Connected Tool concerned.

6.3 Except in case of wilful misconduct or gross negligence, Terahold is not liable for the availability, changes, limits, fees or conduct of the Connected Tools, nor for the suspension of the Customer's accounts by their providers, unless the damage results from data or commands that the Service sent to the Connected Tool in breach of the Agreement.

7. Customer responsibilities for content and sending

7.1 The Customer is the sender of its email campaigns, which leave from its own Klaviyo account, whether the Customer schedules and sends them from the Service under Section 6.2 e) or directly from Klaviyo. The Customer is solely responsible for:

a) the content of its campaigns, including the Output it chooses to use;

b) the lawfulness of its mailing lists;

c) obtaining and recording the consents of recipients where required;

d) informing recipients of the tracking tools in its emails, including tracking pixels, obtaining their consent where required and allowing them to refuse such tracking, also separately from unsubscribing;

e) honouring unsubscribe requests;

f) identifying itself as sender;

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

h) the choice of the audience, of the date and of the time of the campaigns that its Users schedule or send, and of those that the Authorised Personnel of Terahold schedule or send during a support access on the instructions given in the support request.

7.2 The Customer is responsible for the Customer Content and warrants that it has the rights necessary to provide it to the Service, including the rights in the images uploaded to the library.

7.3 Terahold does not subscribe anyone to the Customer's lists and does not mark anyone as consenting to marketing. Test emails are sent only to the addresses entered by a User and only on the request of a User.

8. AI features

8.1 The Service uses an AI agent that analyses data, proposes email plans, writes copy, selects products and images from the Customer's catalogue and library and prepares drafts. The AI agent does not generate images. It selects images on the basis of their file names and of the products to which they relate; images are not sent to the language models.

8.2 The proposals of the AI agent take effect only when a User approves them, and each approval is recorded with the User and the time. The AI agent cannot approve its own proposals. The Service creates or changes content in the Customer's Klaviyo account only as provided in Section 6.2. The AI agent proposes the segments of Section 6.2 f) and does not change or delete segments. The AI agent asks the User for confirmation before deleting content or removing a draft from Klaviyo, inserts in emails only links to the Customer's website unless a User writes a different address, and does not change the content of an email in order to send a test. The AI agent does not schedule or send campaigns: they are scheduled or sent under Section 6.2 e), or by the Customer from its Klaviyo account.

8.3 Output is generated automatically and may be inaccurate, incomplete, inappropriate or similar to content generated for others. The Customer reviews the Output before using it, in particular the statements on products, prices, discounts, availability, origin, health and environmental features. Except in case of wilful misconduct or gross negligence, Terahold does not guarantee the accuracy of the Output or that its use will achieve any result.

8.4 [Deleted]

8.5 Terahold does not use Customer Content to train AI models. Requests to the language models are made with zero data retention, requested in every request, and with the exclusion of training, as described in the DPA and on the AI and Transparency page (palasil.com/legal/ai).

8.6 Terahold includes a machine-readable indication in the HTML of the drafts generated by the AI agent. The Customer, as the party that decides to publish and send the content, is responsible for the information to recipients about content generated with AI that is required by the law applicable to its communications. The Customer is responsible for the measures to support the AI literacy of its Users that Article 4 of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 (the "AI Act") requires of it; neither party guarantees a specific level of AI literacy of any person.

8.6-bis The Customer does not remove, alter or obscure the indication under Section 8.6, nor allows others to do so, except where strictly necessary for the technical processing of the content, and does not use tools designed to remove it.

8.7 The AI agent does not take decisions producing legal effects concerning natural persons or similarly significantly affecting them.

8.8 Each party complies with the obligations that the AI Act places on it: Terahold as provider of the AI system of the Service, including the marking under Section 8.6; the Customer as deployer, for the content it decides to publish or send. Each party is liable towards the other for the damage caused by its own breach of those obligations, within the limits of Section 18.

8.9 The AI agent is instructed to: ask the Customer for the lowest price of the previous 30 days when an email shows the reduced price of a product; write environmental claims, health effects, origin and comparisons with other brands only on the basis of facts or wording provided by the Customer; decline to write content prohibited by the AUP, proposing an alternative. These instructions help the Customer but do not replace the review under Section 8.3.

9. Access by Terahold to the Brand Workspace

9.1 Terahold personnel do not access the content of the Brand Workspace or of the Connected Tools, except:

a) to prepare the export of the data requested by the Customer under Section 14, with read only access;

b) to handle a support request, where an Owner, Manager or Editor of the Brand Workspace grants support access in Settings, Palasil access, for 3 or 7 days, revocable at any time; while support access is active, the Authorised Personnel of Terahold may enter the Brand Workspace, after stating the reason for entering, and perform in it, in order to handle the request, the actions permitted to the Editor role, including saving drafts in Klaviyo and scheduling and sending campaigns, excluding the connection and change of the Klaviyo and Shopify keys, the grant of support access and the purchases under Sections 12.7-bis and 12.7-ter;

c) for technical access to the infrastructure by Authorised Personnel, solely for maintenance, security, incident response and fault resolution;

d) where required by law or by an order of a competent authority.

The automated processing performed by the Service under Sections 6.2 and 8 is not access by Terahold personnel. Terahold personnel never grant support access, even where they are members of the team of the Brand Workspace.

9.2 Each entry of Terahold personnel under Section 9.1 b) is recorded in the "Palasil access" register of the Brand Workspace with the person, the date and time and the reason. The register also records the grant and the end of support access and the changes made by Terahold personnel during the access, as described in Section 6.2 of the DPA. It also records the drafts saved in Klaviyo, the segments created in Klaviyo and the schedulings and sendings of campaigns made by Terahold personnel during the access, with the person, the date and the time. It does not record individual readings. The Owners, Managers and Editors can read the register in the Service and are notified in the Service when Terahold personnel first enter during an access. Each line of the register is kept for 12 months from its date, also after the deletion of the Brand Workspace, when only Terahold can read it.

9.3 Outside the Brand Workspaces, the platform administrators and the developers of Terahold see only service information, such as the status, plan, price, payments and synchronisation errors of each Brand Workspace and the list of its Users with name, email address, role, status of two-step verification and last access, and do not see the content of the Brand Workspaces.

9.4 Each time a Brand Workspace passes from self-service to a Palasil Custom Agreement or vice versa, and each time Terahold staff join or leave its team as Palasil admins under a Palasil Custom Agreement, a line is recorded in the register under Section 9.2 and the Owners are notified in the Service.

10. Inspiration feed

10.1 The Service includes a feed of newsletters that other brands send to their subscribers, received by subscribing to newsletters open to anyone, shown as images, without active links or tracking pixels, with the name of the sender brand, the sender address and the date of sending stated by the sender. Each newsletter is removed from the feed 12 months after its receipt.

10.2 The Customer may view the feed only as an internal reference to draw general inspiration, such as ideas, themes, structures and styles that are not protected as such. The Customer may not reproduce, adapt, distribute or publish, in whole or in part, the texts, images, graphic layouts, trademarks or other elements of the feed protected by third party rights, nor make the feed or its content available to third parties, including its own clients. Nor may the Customer systematically imitate the commercial initiatives of the same brand appearing in the feed, or create communications likely to cause confusion with the communications, products or business of that brand. The Customer's indemnity for any use of the feed in breach of this Section is governed by Section 17.1.

10.3 Rights holders and the persons depicted may request the removal of newsletters as described on the Content Removal page (palasil.com/legal/content-removal). Terahold may remove any content from the feed at any time and does not guarantee its availability or completeness.

10.4 The AI agent analyses the newsletters of the feed in its own words, quotes at most a few words of them and declines to copy their texts or images.

11. Intellectual property

11.1 The Service, its software, structure, prompts, agent configurations and documentation, and all related intellectual property rights, belong to Terahold or its licensors. Palasil is a trademark used under licence by Terahold S.r.l. Nothing in the Agreement transfers these rights to the Customer.

11.2 The Customer retains all rights in the Customer Content and grants Terahold a non exclusive licence to use the Customer Content for the term of the Agreement solely to provide the Service and to perform Sections 14 and 13.5.

11.3 As between the parties, the Output belongs to the Customer from its generation, to the extent that rights exist in it under applicable law. Terahold does not claim rights in the Output. The Customer acknowledges that content generated with AI may not be protected by intellectual

property rights and may be similar to content generated for others.

11.4 Terahold may use, for the improvement and security of the Service, information on the operation of the Service, such as usage volumes, errors and response times, that does not contain personal data processed on behalf of the Customer and does not identify the Customer, its Brands or any natural person. Terahold may use suggestions and feedback on the Service without restriction, but this does not allow it to disclose the Customer's confidential information contained in them.

12. Fees and payment

12.1 The price of each Subscription depends on the number of Contacts of the Brand, according to the following table. All prices are in euro and exclusive of VAT; VAT is applied according to law, and the confirmation under Section 2.3 f) and the invoice state its treatment. The annual price is equal to ten monthly prices.

Contacts	Monthly price	Annual price
up to 10,000	EUR 390	EUR 3,900
from 10,001 to 25,000	EUR 690	EUR 6,900
from 25,001 to 50,000	EUR 990	EUR 9,900
from 50,001 to 100,000	EUR 1,490	EUR 14,900
from 100,001 to 250,000	EUR 2,190	EUR 21,900
from 250,001 to 500,000	EUR 2,990	EUR 29,900
more than 500,000	set in an Order Form	set in an Order Form

The minimum price is that of the first tier, EUR 390 (three hundred and ninety euro) per month. The price of the first Subscription Period is shown in the Service before payment or, for payment by bank transfer, in the invoice.

Each Subscription also includes, at no additional fee: (a) 300 (three hundred) Credits for each calendar month, under Section 12.7; (b) 2 (two) Content Languages, under Section 12.7-ter. The price of each Additional Language is EUR 150 (one hundred and fifty euro) per month, excluding VAT. The prices of the Credit Packs are shown in the Service before each purchase, under Section 12.7-bis.

12.1-bis The price follows the number of Contacts at each renewal, without any acceptance by the Customer, as follows:

a) the Customer authorises Terahold to read the number of Contacts from its Klaviyo account; Terahold uses only the total number;

b) Terahold measures the number of Contacts from the 7th day before the renewal date for monthly Subscriptions, and from the 30th day before the renewal date for annual Subscriptions, until the day before the renewal date;

c) if the tier measured differs from the current one, the price of the tier measured applies from the renewal date, upwards or downwards, also by more than one tier, without any maximum;

d) on the day the change is recorded, every Owner receives a notice in the Service and an email stating the new price, the current price, the date from which the new price applies and the way to cancel before that date;

e) if the number of Contacts cannot be read, for example because Klaviyo is disconnected, the current tier remains;

f) if the number measured exceeds 500,000, the tier does not change automatically: Terahold proposes the price in writing, the current price continues to apply until an Order Form is signed, and Section 13.2 remains applicable;

g) for an annual Subscription paid by bank transfer, if the payment for the renewal is received before the first day of measurement under letter b), the price for that annual period is the amount paid, and the next measurement takes place before the following renewal.

12.1-ter When a Brand Workspace is activated, Terahold may grant a percentage discount on the prices of the table in Section 12.1. The discount is shown in the Service before payment and applies to the price of each tier, also after a change of tier under Section 12.1-bis, for the whole duration of the Subscription. The discounted price is rounded to the nearest euro. The discount does not apply to Credit Packs or Additional Languages.

12.2 Each Subscription is paid in advance for each Subscription Period, only by the Owner, as follows:

a) monthly Subscriptions, by card through Stripe;

b) annual Subscriptions, by card through Stripe or by bank transfer against Terahold's invoice; with payment by bank transfer, access to the Brand Workspace is activated when Terahold records the payment, and the payment for each renewal is due by the renewal date.

Credit Packs and Additional Languages are paid under Sections 12.7-bis and 12.7-ter. Terahold issues an invoice for each payment in accordance with the law. Stripe does not issue invoices or receipts for the Service. No fee is due before the start of the first Subscription Period.

12.3 No free trial is provided, unless an offer is communicated in writing by Terahold to the Customer.

12.4 Terahold may change the table of prices in Section 12.1, the Credits and the Content Languages included in the Subscription and the price of the Additional Language by notice sent by email to the Owners and shown in the Service at least 30 days before the change takes effect. The change applies to each Subscription from its first renewal after that period. If the Customer does not accept the change, it may cancel the Subscriptions concerned under Section 13.1 before that renewal. Section 12.1-bis is not a change under this Section.

12.5 Amounts not paid by their due date bear late payment interest under Italian Legislative Decree of 9 October 2002, no. 231, from the day after the due date without need of formal notice, and the Customer owes the recovery costs provided by that decree. In addition:

a) if a card payment fails, Stripe repeats the attempt for the period set in Terahold's Stripe account and the Owner is notified in the Service each day; if the payment has not succeeded at the end of the attempts, access to the Brand Workspace is closed until a new payment is made from the Service;

b) if a payment by bank transfer has not been received 30 days after its due date, access to the Brand Workspace is suspended for all Users until Terahold records the payment; the Owner is notified in the Service each day from the day after the due date and 7 days before the suspension; the data of the Brand Workspace are kept during the suspension.

12.6 Fees are not refundable, except in the following cases, in which Terahold refunds pro rata the fees prepaid for the period after termination, within 30 days of termination: (a) removal of a Core Feature (Section 5.3); (b) termination after an amendment to these Terms that the Customer does not accept (Section 22.2), or after an amendment to the DPA that the Customer does not accept (Section 19.2 of the DPA); (c) termination after an objection to a sub-processor or to a change of the criteria for Inference Providers (Sections 10.3 and 10.4 of the DPA); (d) termination by Terahold under Section 13.2; (e) termination by the Customer for a breach of Terahold under Section 13.3; (f) termination for force majeure under Section 23.2; (g) termination by the Customer under Section 4.5 of the DPA. In cases (a) to (g) Terahold also refunds, within the same period: the Credits of the Credit Packs of the Brand Workspace concerned that are unused and not expired at termination, in proportion to the price paid for each Credit Pack; the part of the fee for the Additional Languages paid for the period after termination.

12.7 The following applies to Credits:

a) the Brand Workspace receives the Credits included in the Subscription on the first day of each calendar month, Italian time, and, in the month in which the Subscription starts, at the start of the Subscription, in their full number; the included Credits not used by the last day of the calendar month are reset to zero and are not added to those of the following month;

b) the operations of the AI agent started by a User consume Credits, such as a reply in the chat, including the analyses started from the buttons of the Service, the writing and rewriting of copy, the copy proposals and the plan of the month, except those listed in letter d);

c) each operation consumes from half a Credit to two Credits, in multiples of half a Credit, in proportion to the amount of processing required of the language model for that operation;

d) the short operations listed in Section 5.5, the creation and update of the Brand kit and the composition of the Reviews do not consume Credits;

e) operations consume first the included Credits of the current month and then the Credits of the Credit Packs that have not expired, starting from the Credit Pack purchased first;

f) if an operation requires more Credits than those available, the balance falls to zero and the difference is not charged to the Customer;

g) the Credit balance of the Brand Workspace is shown in the Service to all Users;

h) Credits are valid only for the Brand Workspace for which they are included or purchased, cannot be transferred to other Brand Workspaces or converted into money, and end with the Subscription, subject to the refund under Section 12.6;

i) the operations started by Terahold Personnel during support access under Section 9.1 b) do not consume Credits;

j) the other operations started by Terahold Personnel do not consume Credits and start even when the Credits of the Brand Workspace are used up;

k) [deleted].

12.7-bis The following applies to Credit Packs:

a) an Owner, a Manager or an Editor of the Brand Workspace may purchase Credit Packs in the Service; the Customer authorises those Users to purchase them in the name and on behalf of the Customer, with the card entered in the Stripe payment page or with the card already registered for the Customer with Stripe; the Analyst and Terahold Personnel do not purchase Credit Packs;

b) before each purchase the Service shows the number of Credits and the price of each Credit Pack, excluding VAT; the purchase is concluded with the confirmation of payment and the Service credits the Credits after payment;

c) each Credit Pack expires 12 (twelve) months after the date of its purchase; the Credits not used by that date lapse;

d) Credit Packs are not refundable, except in the cases of Section 12.6;

e) the User who purchases a Credit Pack by card may activate automatic top-up: while it is active, each time the Credit balance of the Brand Workspace falls below 10 (ten) Credits, Terahold charges to the registered card the price in force of the same Credit Pack and credits the Credits; the Customer authorises those charges; each Owner, Manager or Editor may deactivate automatic top-up in the Service at any time, with effect for the following charges; Terahold may suspend automatic top-up if a charge fails.

12.7-ter The following applies to Content Languages:

a) when the Brand Workspace is activated, the Content Languages included in the Subscription are Italian and English; when the Service creates or updates the Brand kit with the data of the Customer's Shopify account, if the store publishes at least one language available in the Service, the Service replaces them, at no fee, with the languages published in the store and available in the Service, starting from the store's primary language, up to the number of Content Languages included in the Subscription; the Service no longer replaces them once the Content Languages have been chosen in the

Brand kit; the Customer may replace them at any time in the Brand kit with other languages available in the Service, at no fee, up to the number of Content Languages included in the Subscription;

b) an Owner, a Manager or an Editor of the Brand Workspace may activate an Additional Language in the Brand kit, only after the Service has shown its price and the User has confirmed the purchase; the Customer authorises those Users to purchase it in the name and on behalf of the Customer, with the card registered for the Customer with Stripe or with the card entered in the Stripe payment page; the Service never activates an Additional Language without that confirmation, even when it finds other languages in the Connected Tools; the Analyst and Terahold Personnel do not purchase Additional Languages;

c) each Additional Language is a monthly subscription separate from the Subscription, which renews automatically each month at the price set out in Section 12.1; if the Subscription is paid by card, the first charge is made on activation, for the part of the monthly price proportional to the days remaining until the first renewal day of the Additional Language, and the following renewals take place each month on that day; the first renewal day is the next renewal date of a monthly Subscription or, for an annual Subscription, the first day, within one month of activation, that has the same number as the renewal day of the Subscription; in the other cases the first charge is the full monthly price on activation and the renewals take place each month on the day corresponding to the day of activation;

d) an Owner, a Manager or an Editor may deactivate an Additional Language in the Brand kit at any time; the Additional Language remains usable until the day before its next renewal and from that day it is no longer renewed or charged; no refund is due for the period already paid; if the Additional Language is reactivated before that day, it continues without new charges until the renewal;

e) if the Customer deactivates a Content Language and the number of active Content Languages falls within the number included in the Subscription, the subscription of an Additional Language ends under letter d);

f) if the payment for the renewal of an Additional Language fails at the end of Stripe's attempts, Terahold may deactivate the Additional Language; Section 12.5 applies to the unpaid amounts;

g) Additional Languages end with the Subscription of the Brand Workspace, without refund except in the cases of Section 12.6.

13. Term, renewal and termination

13.1 Each Subscription lasts for its Subscription Period and renews automatically for successive periods of the same length, monthly or annual, at the price determined under Section 12. An Owner may cancel a Subscription at any time: if paid by card, in the Service under Settings, Billing; if paid by bank transfer, by email to billing@palasil.com sent before the renewal date. The cancellation takes effect at the end of the Subscription Period in progress, that is on the day before the next renewal date shown in the Service, and no refund is due for that period.

After a cancellation by card the Service shows the end date of the Subscription; Terahold confirms by email a cancellation sent to billing@palasil.com within 2 Working Days of its receipt.

13.2 Terahold may terminate a Subscription without cause by notice under Section 23.3 given at least 30 days in advance for monthly Subscriptions and at least 60 days in advance for annual Subscriptions, refunding pro rata the fees prepaid for the period after termination. If the Customer sends a switching request under Section 14 before the termination takes effect, the Subscription continues until the end of the transitional period and of any extension under Section 14.2-bis, and the Customer pays the fees for that period at the price in force.

13.3 Either party may terminate the Subscription concerned, or the Agreement if the breach concerns all Subscriptions, by written notice if the other party fails to perform an obligation under the Agreement, the breach is not of minor importance having regard to the interest of the terminating party (Article 1455 of the Italian Civil Code), and the other party does not remedy it within 15 days of a written notice describing it. In addition, under Article 1456 of the Italian Civil Code:

a) Terahold may terminate the Subscription concerned by notice if the Customer: does not pay an amount due within 30 days of its due date; uses the Service for a Brand of a sector excluded under Section 2.1 of the AUP; breaches Section 3.1 d) or e) or Section 7.1 of the AUP;

b) the Customer may terminate the Agreement by notice if Terahold uses Customer Content to train AI models in breach of Section 8.5, or discloses the Customer's confidential information to third parties in breach of Section 19.

Termination under this Section 13.3 by Terahold gives no right to a refund.

13.3-bis Terahold may suspend the Brand Workspace concerned, or the access of the Users concerned, with immediate effect, by notice to the Owners stating the reasons, where: (a) the Customer or its Users use the Service in serious breach of the AUP, as provided in Section 9 of the AUP; (b) the Customer's accounts or keys are being used to attack the Service or other customers; (c) the suspension is required by law or by an order of an authority. The suspension is limited to the Brand Workspace, the Users and the features concerned and lasts until the cause is removed. If the cause is not removed within 15 days of the notice, Terahold may terminate the Subscription concerned. Fees remain due during a suspension caused by the Customer. To the extent permitted by the applicable insolvency law, Terahold may terminate the Agreement by notice if the Customer is placed in judicial liquidation.

13.4 On termination of a Subscription, and after the transitional period under Section 14 if any, the right to use the Service for the Brand Workspace concerned ends and Terahold disconnects its Connected Tools. Sections 14.4 and 14.4-bis apply to the retrieval and deletion of the data.

13.5 Termination of a Subscription or of the Agreement does not affect the obligations accrued before it, including the payment of fees due and the refunds owed. The following survive for as long as necessary to achieve their purpose: Sections 9.2, 10.2, 11.1, 11.3, 11.4, 12, 14, 16.2, 17, 18, 19

(for the period stated there), 23.3, 24 and 25, and the DPA for as long as Terahold processes personal data on behalf of the Customer. Section 11.2 survives only to allow Terahold to keep, export and erase Customer Content under Section 14 and the DPA.

13.6 Unless stated otherwise, cancellation, termination, suspension and refunds under the Agreement apply to the Subscription concerned and do not affect the Customer's other Subscriptions. The Agreement terminates when the last Subscription ends, or when a party terminates the Agreement as a whole where these Terms expressly allow it.

14. Switching and data portability

14.1 The Customer may at any time request to switch to another provider of comparable services or to its own infrastructure, or to have its exportable data erased, by writing to support@palasil.com. In the request, or by notice before the end of the notice period, the Customer states whether it intends to: (a) switch to another provider, indicating that provider; (b) switch to its own infrastructure; or (c) only have its exportable data erased. The Customer states in the request the notice period it chooses, between 0 days and 2 months; if it does not, the notice period is 0 days. Terahold confirms receipt of the request by email within 3 Working Days.

14.2 After the notice period, a transitional period of 30 days begins, during which the Agreement continues to apply and Terahold:

a) assists the Customer and the third parties authorised by it in writing, including the destination provider, by providing the exportable data, the documentation of their structure and formats and, within 5 Working Days, answers to technical questions on them;

b) acts with due care to maintain business continuity and continues to provide the Service under the Agreement;

c) informs the Customer in writing of any known risk to the continuity of the Service;

d) maintains a high level of security, in particular for the data in transfer and for the data kept during the Retrieval Period under Section 14.4.

If the transitional period of 30 days is technically unfeasible, Terahold informs the Customer within 14 Working Days of the request, and in any case within the period set by Article 25(4) of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 (the "Data Act"), giving reasons and indicating an alternative transitional period not exceeding 7 months, during which the Service continues.

14.2-bis The Customer may extend the transitional period once, by notice sent before its end, for the period it considers appropriate, which it states in the notice. During the extension the Service continues and the fees remain due at the price in force.

14.2-ter On request, Terahold supports the Customer's exit strategy by providing all relevant information on the Service, including the list of exportable data, the export methods and formats and the known technical limitations.

14.3 The exportable data of a Brand Workspace are the data available in it at the time of the export, with the related metadata, such as dates, authors, approvals and versions, and in particular: the data of the Brand Workspace and of its Subscription; the Credits and the Credit Packs, with the related movements; the number of Content Languages included in the Subscription and the Additional Languages; the team, the invitations and the connections to the Connected Tools; the records of acceptance and signature of the Agreement; the support access granted and the "Palasil access" register; the calendar, with the copy of each send, the newsletter HTML, the records of the drafts created in Klaviyo, the change requests and the stock warnings on the products of the sends; the Brand kit, with its versions, moods, operating notes, references, templates, send settings and the revision suggestions made by the Service; the chats with the AI agent, with the messages, the proposals and the decisions on them, the reports on the agent's answers and, for the period for which they are kept, the runs of the AI agent with their events and the data read by its tools; the monthly plans and the reviews with their versions; the library, with its folders and the original files, and the products and images imported from Shopify, with the AI agent's reading of the catalogue; the analyses and metrics computed for the Brand Workspace; the notifications. The following are not exportable: (a) the integration keys, the secret codes of invitations and the codes used for the signature, because their disclosure would compromise the security of the Service; (b) the internal log of Terahold's administration panel, which is a security log of the platform; (c) the source code, the system prompts and the agent configurations prepared by Terahold and the technical log of the server of the AI agent, because their disclosure would risk breaching trade secrets of Terahold or would compromise the security of the Service; (d) the newsletters of the feed, which are protected by rights of third parties; (e) content deleted by the Customer or by its Users, including any copy kept by Terahold solely as evidence in connection with a dispute; (f) the profile photos of the Users, which belong to each person.

14.4 A switching request is also notice of termination of the Subscriptions concerned. The Subscriptions concerned terminate on the last day of the transitional period and of any extension or, if the Customer only requests the erasure of its data, on the last day of the notice period; Terahold notifies the termination by email to the Owners on the day it takes effect. During the Retrieval Period defined in Section 16.2 of the DPA, which in this case runs for 30 days from the end of the transitional period and of any extension, Terahold makes the exportable data available to the Owner through a link valid for 30 days, which Terahold generates again on request. At the end of the Retrieval Period, Terahold erases the data as provided in Section 16 of the DPA and confirms the erasure by email to the Owners. For annual Subscriptions, the fees prepaid for the period after termination are not refunded, except in the cases of Section 12.6.

14.4-bis After the termination of a Subscription for any other reason, the Owner may request the export of the exportable data at support@palasil.com during the Retrieval Period defined in Section 16.2 of the DPA, which in this case runs for 30 days from termination; a request received during that period is fulfilled even if completed after it. At the end of that period Terahold erases the data under Section 14.4. The following are kept after the erasure, for the periods stated: the records of acceptance and signature of the Agreement, for the term of the Agreement and 10 years thereafter; the "Palasil access" register, for 12 months from each line; invoices and accounting records, for 10 years.

14.5 Terahold does not charge switching fees or data egress fees.

14.6 The Owner can export the exportable data at any time, free of charge, from Settings, Account, Brand section, with the "Export all data" function, which delivers a package containing the exportable data in JSON and CSV format, the original files, a manifest with the SHA-256 fingerprint of each file and the description of the structures and formats in English and Italian. For a Brand Workspace too large for that function, and during the Retrieval Period, the export is performed by Terahold on request, within the transitional period or the Retrieval Period, by delivering the same package. The procedures, methods, formats and known technical limitations of switching, and an up-to-date online register of the data structures and formats of the exportable data and of the applicable standards and open interoperability specifications, are published at palasil.com/legal/data-export. The jurisdiction to which the infrastructure of the Service is subject and the measures against unlawful governmental access are described at palasil.com/legal/security.

15. Support and availability

15.1 Support is provided only by email to support@palasil.com, as described in the Support Policy (palasil.com/legal/support). The Service has no support channel within it. Response times stated in the Support Policy are targets: failure to meet them gives no right to refunds or damages. Terahold does not commit to service levels.

15.2 Terahold provides the Service with the technical and organisational measures listed in Appendix B of the DPA, including daily backups of the database kept for 7 days, but does not guarantee that the Service will be uninterrupted or error free. Terahold announces planned maintenance that makes the Service unavailable by email to the Owners at least 48 hours in advance. Unavailability caused by events that Terahold could not avoid with professional diligence is governed by Section 23.2.

16. Warranties and disclaimers

16.1 Each party warrants that it has the power to enter into the Agreement. Terahold provides the Service with professional diligence and in accordance with the DPA.

16.2 Except in case of wilful misconduct or gross negligence and except as expressly provided in the Agreement, the Service and the Output are provided without further warranties, to the extent permitted by law, including warranties of fitness for a particular purpose or of results in terms of sales, revenue or performance of campaigns.

17. Indemnities

17.1 The Customer indemnifies and holds Terahold harmless against damages, settlement amounts approved under Section 17.3 and documented legal fees arising from claims of third parties, including recipients, consumers, rights holders and authorities, to the extent that they result from: (a) Customer Content; (b) the content, recipients or sending of the Customer's campaigns; (c) the Customer's breach of Section 7, Section 10.2 or the AUP. This indemnity does not cover administrative fines imposed on Terahold and does not apply to the extent that the claim results from Terahold's breach of the Agreement.

17.2 Terahold indemnifies and holds the Customer harmless against damages, settlement amounts approved under Section 17.3 and documented legal fees arising from claims of third parties alleging that the software of the Service, used in accordance with the Agreement, infringes their intellectual property rights. This indemnity does not apply to Output, to Customer Content, to the Connected Tools or to the language models of third parties, and is subject to the limit of Section 18.1.

17.3 The indemnified party: (a) notifies the claim in writing within 15 days of receiving it; a later notice reduces the indemnity only to the extent that the delay has prejudiced the indemnifying party; (b) allows the indemnifying party to control the defence and the settlement, but no settlement that imposes obligations or admissions on the indemnified party may be concluded without its prior written consent; (c) provides, at the indemnifying party's expense, the information and documents in its possession that are relevant to the claim.

18. Limitation of liability

18.1 Except in case of wilful misconduct or gross negligence, the total liability of each party for all claims arising from or relating to the Agreement, including the DPA, is limited to the total fees paid or payable by the Customer under the Agreement, for all its Subscriptions, in the 12 months preceding the first event giving rise to liability. If that event occurs before the end of the first 12 months of the Agreement, the limit is equal to twelve times the monthly fees in force on the date of the event for all the Customer's Subscriptions, the annual fees being counted as one twelfth per month. The limit does not apply to the Customer's obligation to pay the fees and to the Customer's indemnity under Section 17.1.

18.2 Except in case of wilful misconduct or gross negligence, neither party is liable for loss of profit, loss of revenue or business opportunities, loss of goodwill or for damage that was not foreseeable at the time of conclusion of the Agreement.

18.3 Except in case of wilful misconduct or gross negligence, Terahold is not liable for damage to the extent caused by: (a) the content of Output that a User approved, used or sent; (b) the unavailability, malfunction, changes or acts of a Connected Tool or of its provider, unless the damage results from data or commands that the Service sent to the Connected Tool in breach of the Agreement; (c) the Customer's breach of the Agreement.

18.4 Nothing in the Agreement excludes or limits the liability of a party for wilful misconduct or gross negligence, or for breach of obligations arising from rules of public policy.

19. Confidentiality

19.1 Each party keeps confidential the non public information of the other party received in connection with the Agreement, uses it only for the Agreement and discloses it only to staff, collaborators and advisers who need to know it and are bound by equivalent obligations.

19.2 Section 19.1 does not apply to information that: (a) is or becomes public without breach of this Section; (b) was lawfully known to the receiving party before disclosure; (c) is received from a third party without a duty of confidentiality; (d) is developed independently. A party may disclose information when required by law or by an authority, informing the other party in advance where permitted.

19.3 Personal data processed on behalf of the Customer are governed by the DPA. The obligation under Section 19.1 lasts for the term of the Agreement and 5 years thereafter, and for trade secrets as long as they remain such.

19.4 Section 19.1 does not prevent the uses authorised by Section 20.

20. Publicity

20.1 The Customer authorises Terahold to: (a) mention the name and logo of the Customer's Brands among the customers of Palasil, on its website, in presentations and on its social media accounts; (b) publish case studies naming the Brand and describing the results obtained with the Service, expressed only as percentage changes and benefits, such as the change in revenue from email or the hours of work saved per month.

20.2 Case studies never contain data of the Customer's end customers or other personal data, nor confidential content of the Customer, and their results are calculated from aggregated data. Terahold never shows a Brand Workspace of the Customer to third parties; demonstrations of the Service use a demonstration brand with invented data.

20.3 The Customer may withdraw the authorisation under Section 20.1, in whole or in part, by writing to legal@palasil.com. Terahold stops new uses and removes the Customer's name, logo and case studies from its website and social media accounts within 30 days of receiving the withdrawal; materials already distributed before that date are not affected.

21. Contact points and notices of illegal content

21.1 Single point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services under Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 (the "DSA"): legal@palasil.com. Point of contact for the recipients of the Service: support@palasil.com. Languages: English and Italian. Requests concerning personal data are sent to privacy@palasil.com, as described in the Privacy Policy.

21.2 Anyone may report content stored in the Service that they consider illegal by writing to legal@palasil.com, stating: the reasons why the content is considered illegal; the exact location of the content; their name and email address, except where the notice concerns information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; a statement confirming their good faith belief that the information in the notice is accurate and complete. Terahold confirms receipt of the notice by email within 2 Working Days, examines it with the intervention of a person, without automated tools, in a timely, diligent, non arbitrary and objective manner, and informs the notifier of its decision and of the available means of redress. The confirmation of receipt and the information on the decision are sent to the email address stated in the notice, where the notice contains one.

21.3 Measures on the content of the Customer, and the statement of reasons, the moderation policy and the internal handling of complaints that apply to them, are governed by Section 9 of the AUP. The newsletters of the feed are governed by Section 10.3.

22. Changes to these Terms

22.1 Terahold may amend these Terms by notice under Section 23.3 sent at least 30 days before the amendment takes effect. The notice includes the amended text and the date on which it takes effect.

22.2 If the Customer does not accept an amendment, it may terminate the Subscriptions concerned by notice sent before the effective date, with effect on that date and with a pro rata refund of the fees prepaid for the period after it. If the Customer does not terminate, the amendment applies from the effective date.

22.3 Amendments required by law or by an order of an authority may take effect from the date so required, with notice under Section 23.3 within 5 Working Days of the date on which Terahold becomes aware of the requirement.

22.4 An amendment to a clause listed in Section 25.1, or that introduces a clause of the type described in Article 1341, second paragraph, of the Italian Civil Code, applies to the Customer only after its specific approval under Section 25.2; until then the previous version continues to apply to the Customer.

22.5 Terahold publishes each version of these Terms at palasil.com/legal/terms, with its version number and date; the previous versions remain available in the archive at palasil.com/legal/archive.

23. Miscellaneous

23.1 The Customer may not assign the Agreement without Terahold's prior written consent. The Customer consents in advance to the assignment of the Agreement by Terahold to companies controlling, controlled by or under common control with Terahold within the meaning of Article 2359 of the Italian Civil Code, or to the acquirer of Terahold's business or of the business unit to which the Agreement relates; the assignment is effective towards the Customer from the notice of it under Section 23.3.

23.2 Neither party is liable for delays or failures in the performance of the Agreement caused by events that it could not avoid with professional diligence, such as natural disasters, epidemics, acts of public authorities, war, and general failures of public telecommunications networks or of the electricity grid not attributable to that party or to its subcontractors. This Section does not apply to payment obligations. If the event lasts more than 30 days, either party may terminate the Subscriptions affected by notice, with a pro rata refund of the fees prepaid for the period after termination.

23.3 Notices:

a) notices to the Customer are sent by email to all Owners of the Brand Workspace concerned and, for notices concerning the Agreement as a whole, to all Owners of all its Brand Workspaces; a message shown in the Service is a notice only if also sent by email;

b) notices from the Customer are valid if sent by an Owner or by the legal representative of the Customer;

c) notices to Terahold are sent to legal@palasil.com or to its certified email address terahold@legalmail.it, except: cancellation of a Subscription paid by bank transfer (billing@palasil.com); security reports (security@palasil.com); switching and export requests (support@palasil.com); requests on personal data (privacy@palasil.com); a notice sent to another palasil.com address is effective when Terahold forwards it to the correct address, which it does within 2 Working Days;

d) an email notice is deemed received when it reaches the mail server of the recipient or, if it arrives after 18:00 Italian time or on a day that is not a Working Day, on the next Working Day;

e) this Section applies to all notices under the DPA and the AUP.

23.4 The Agreement is the entire agreement between the parties on its subject. If a provision is invalid, the remaining provisions remain in force. Failure to enforce a right is not a waiver.

23.5 These Terms, the DPA and the AUP are drafted in English and Italian; the English version prevails. The specific approval under Section 25 is valid in the language in which it is given.

23.6 Terahold may perform the Agreement through subcontractors, including providers of infrastructure and professional collaborators, and is liable towards the Customer for their acts and omissions as for its own. Subcontractors that process personal data on behalf of the Customer are engaged only in accordance with the DPA.

23.7 The Service and the emails sent to a User are in the language chosen for that User, English or Italian: at the invitation and then in the settings of the User's account. That language is not a Content Language and carries no fee.

24. Governing law and jurisdiction

24.1 The Agreement is governed by Italian law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

24.2 The Court of Verona, Italy, has exclusive jurisdiction over any dispute arising from or relating to the Agreement. Terahold may also bring proceedings for the payment of fees before the competent courts of the place where the Customer has its registered office, where that place is in a Member State of the European Union or in a State party to the Lugano Convention of 30 October 2007.

25. Specific approval of clauses

25.1 Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer specifically approves the following clauses, grouped by subject:

a) limits of liability and warranties: Terms 6.3 (exclusion of liability for the Connected Tools), 8.3 (no warranty on the Output), 16.2 (exclusion of further warranties), 18 (limitation of liability to the fees of the previous 12 months and exclusion of indirect damage); DPA 18 (liability under the DPA);

b) suspension and termination: Terms 1.5 (suspension of the access of a User who breaches the Sections listed in Section 1.4 or the AUP), 12.5 (suspension of access for late payment), 13.2 (termination by Terahold without cause, with 30 or 60 days' notice), 13.3 (termination for breach and express termination clause), 13.3-bis (suspension of a Brand Workspace or of Users); AUP 9.1 (measures for breaches of the AUP, including removal of content, suspension and termination); DPA 4.3 (suspension and non-execution of instructions that Terahold considers unlawful), 16.5 (suspension of the deletion of data when Terahold receives a dispute, a formal notice or a request from an authority);

c) automatic renewal, expiries and limits on refunds: Terms 12.6 (refunds only in the cases listed), 12.7 a) and h) (included Credits reset to zero at the end of each month; Credits ending with the Subscription), 12.7-bis c), d) and e) (expiry of Credit Packs after 12 months; no refund; automatic top-up charged to the registered card), 12.7-ter c), d) and g) (monthly automatic renewal of Additional Languages; no refund on deactivation and on termination), 13.1 (automatic renewal, cancellation effective at the end of the period in progress, no refund for that period);

d) restrictions, also towards third parties: Terms 5.2 (restrictions on use and resale), 10.2 (restrictions on the use of the feed); AUP 5.1 (restrictions on the use of the feed), 8.1 (use only for the Customer's own Brands);

e) duties and indemnities of the Customer: Terms 7 (responsibilities for content and sending), 8.6 and 8.6-bis (responsibilities for information on AI content, prohibition on removing the AI marking), 17.1 (indemnity by the Customer);

f) changes made by Terahold: Terms 5.3 and 5.4 (changes to the Service, beta features), 5.5 (Credit Operations not started when Credits are used up), 5.6 (technical limits on requests to the AI agent), 12.1-bis (adjustment of the price to the Contacts at each renewal, without acceptance), 12.4 (changes to the table of prices, to the Credits and Content Languages included and to the price of the Additional Language), 22 (amendments to these Terms and effect of the Customer's silence); DPA 10.5 (replacement of the criteria for Inference Providers by simple notice), 19.2 (amendments to the DPA);

g) time limits for objections and for retrieving data, limits of objections and audits: Terms 14.4 (Retrieval Period of 30 days after a switching request, then erasure), 14.4-bis (Retrieval Period of 30 days after any other termination, then erasure); DPA 10.3 (time limits for objections to new sub-processors), 10.4 (time limits for objections to changes to the criteria for Inference Providers), 10.6 (individual collaborators processing as Authorised Personnel, without prior notice and without a right to object), 15.2 (conditions and limits of audits), 16.2 (Retrieval Period of 30 days, then deletion of the Customer Personal Data);

h) precedence, service levels, publicity and assignment: Terms 1.3 (order of precedence), 15 (support by email only, no service levels), 20 (use of the Customer's name, logo and case studies), 23.1 (assignment by Terahold);

i) jurisdiction and governing law: Terms 24.2 (exclusive jurisdiction of the Court of Verona and option of Terahold to sue for payment at the Customer's seat); DPA 19.3 (Italian law and exclusive jurisdiction of the Court of Verona for the DPA), 11.3 and Appendix E, point E.4 d) and e) (for a Customer established outside the European Economic Area when the

disclosure of Customer Personal Data to the Customer is not covered by an adequacy decision of the European Commission that applies to the Customer: SCCs, Module Four, governed by Italian law, with the courts of Italy and, between the parties, the exclusive jurisdiction of the Court of Verona).

25.2 The specific approval is given online, in a separate step after the acceptance of these Terms, in which the list in Section 25.1 is displayed and the person accepting on behalf of the Customer signs it with an electronic signature by entering a single use code of 6 digits, sent to his or her email address and valid for 10 minutes. Terahold keeps a record of each approval for the term of the Agreement and 10 years thereafter, with: the data of the Customer and the name and role of the signatory; the list approved and the version of the documents; the email address to which the code was sent; the date and time of sending and of entry of the code; the IP address and the software used; the SHA-256 fingerprint of the documents accepted.