

# Special Service Conditions for "magnews Platform" Clients ("Service") in case of Reselling ("SSC Reseller")

These SSC Reseller govern the supply of the "magnews Platform", in the event of resale by subjects, legal persons (hereinafter "**Partners**") other than Diennea s.r.l. (hereinafter "**Supplier**") to the Partner's client ("**Client**").

## **NOTICE TO MAGNEWS PARTNER:**

*These SSC Reseller must be included in the magnews Platform licence distribution agreement between magnews Partner and the Client. Failure to use the present SSC Reseller in the magnews Platform license distribution agreement between magnews Partner and the Client constitutes a serious and material breach within the meaning and effect of article 1456 of the Italian Civil Code on the part of magnews Partner, and Diennea is entitled to terminate the contract with magnews Partner with immediate effect.*

## Definitions

**"Supplier"**: means Diennea S.r.l.

**"Client"**: means the legal entity that purchases the licence of the magnews Platform from the magnews Partner.

**"Ordinary Maintenance"**: indicates the scheduled maintenance of the Supplier's Systems.

**"Extraordinary Maintenance"**: indicates the unplanned maintenance of the systems of the Supplier caused by events beyond the reasonable control of the Supplier.

**"Supplier's Terms and Conditions of Use"**: means the document that can be found at the following hyperlink: <https://www.magnews.com/acceptable-use-policy/>, which sets out the fundamental principles for the correct use of the magnews Platform by the Client.

**“magnews Platform”**: means the system of software and hardware designed, developed and managed by the Supplier that enables the management of personalised information pushing services by e-mail, SMS or through other digital messaging services.

**“Supplier’s System”**: generally indicates the set of hardware, software, networks and telecommunication systems (expressly including magnews Platform) organized by the Supplier for the provision of Services and, specifically and depending on the context, each of these elements.

**“Users”** or **“Contact”**: indicates the recipients of messages and / or notifications and, more generally, of the Client’s communications.

**“Party”**: means jointly the magnews Partner and the Client.

## 1. Ownership of the database

The Client declares that the controllership of the databases of the Users used for proceeding to the submission of communications by the same by means of the Supplier’s Systems (with specific referral to the magnews Platform) vests in the Client itself.

The Client declares that User databases under controllership of third parties or unlawfully acquired will not constitute the subject of the use of the Service.

## 2. Privacy and security of personal data

The magnews Partner, acting as as Data Processor, undertakes to process the personal data owned by the Client in order to properly provide the Service and as better agreed in the contract for the processing of personal data that the Parties undertake to conclude.

## 3. Supplier’s Terms and Conditions of Use

The Client declares to have read and understood the Supplier's Terms and Conditions of Use: <https://www.magnews.com/acceptable-use-policy> of the Supplier, and commits to use the magnews Platform according to the principles outlined therein; he also recognizes that different use of the magnews Platform from what is indicated in the Supplier's Terms and Conditions of Use constitutes a severe and relevant conduct and, if it will be the case, illegal or otherwise in violation of the law and/or rights of the other relevant. Upon the occurrence of this case, the Partner has the right to suspend the Service or to terminate the contract pursuant to art. 1456 of the Italian Civil Code. Where there is injury to the Partner and/or to the Supplier or to the third parties, the Client undertakes to hold harmless and indemnify the Partner and/or the Supplier or said third parties against any claim for compensation.

## 4. Confidentiality

The Client, the Partner and the Supplier mutually guarantee that its personnel and the personnel of other parties that may be appointed by them, will treat as confidential any information or any other data of which they have acquired knowledge during or in connection with any activity relating to the execution of the Service, and undertake to not divulge them and to use them within the limits provided for by the written agreements between the Parties and the applicable laws and regulations.

The Client acknowledges that the obligation of confidentiality also applies to the ideas, methodologies and technical expertise that the Supplier develops and/or implements for the performance of the Service as well as all the materials provided and developed for the performance of the Service.

## 5. Termination and Indemnity

In the event that the activity carried out by the Client through the use of the Service leads to the inclusion of IP addresses or domains provided by the Partner or by the Suppliers, whether shared or dedicated, in the "Main Monitored Blacklists" ( available at the following link: <http://www.magnews.com/blacklist-monitor-service/>), the Partner reserves the right to proceed with the timely blocking of sendings and the definitive closure of the account. The Partner retains the right to compensation for any damage suffered.

These rules refer to serious and relevant conduct and, where necessary, illegal or in any case in violation of the law and / or the rights of others. Upon the occurrence of such conduct, the Partner reserves the right to suspend the Service and the right to terminate the contract pursuant to art. 1456 of the Italian Civil Code. In the event that the Partner and/or the Supplier are prejudiced, the Client agrees to indemnify and hold the Partner and the Supplier and its suppliers harmless from any claim for compensation.

## 6. Retention of Data and Information – Reference

The Supplier will process data and information of the Client for the purposes strictly necessary to the provision of the Service, without prejudice to the Supplier's faculty to process it in anonymized and/or aggregate form for statistical purposes and to improve the Service.

The Client declares that the retention times available at the following link <https://www.magnews.com/data-retention-policy-on-the-magnews-saas-platform/> indicate the instructions that the Partner and the Supplier, as Data Processor and Sub-Processor, undertakes to comply with, without prejudice to the right of the Partner and Supplier to retain data in order to comply with specific legal obligations, regulations and/or requests from authorities, as well as to assert or defend its rights and interests against any claims, actions and disputes regarding the provision of the Services covered by the agreement. In the event of changes to the above instructions, the Client shall, in written form, inform the Supplier or, alternatively, the Partner, who will send them to the Supplier. The Supplier reserves the right to quote any additional costs associated with the provision of the service on the basis of the specific requests made.

## 7. Standard Platform Usage Limits

The standard limits of usage of the Platform are specified at the following link: <https://www.magnews.com/standard-limits-of-use-of-the-platform/>.

## 8. Maintenance

The Supplier reserves the right to suspend, in whole or in part, access to the magnews Platform for Ordinary and/or Extraordinary Maintenance needs.

The Supplier will give prompt notice of the intervention of Ordinary Maintenance within 5 (five) working days prior of such maintenance.

The Supplier and the Partner shall make every effort, but without giving any undertaking in this regard, to forewarn the Client of the work of Extraordinary Maintenance and to minimize inconveniences resulting from these interventions.

## 9. Cookie/tracking technology clause

Diennea provides the Client with a cookie/tracking technology, which is directly inserted in the magnews Platform under this agreement and which can be entirely activated and managed by the Client.

The tool “**Web Conversion Tracking**” enables the Client to analyze and process the information related to the recipients of their communications, in order to aggregate such recipients in “profiles”, i.e. in homogeneous groups based on behavior or specific characteristics.

The “**Web Experience**” tool allows the Client to track the actions of visitors on one or more of the Client’s websites. In particular, it allows tracking behavioral data of both anonymous and known visitors (i.e. associated to contacts in the magnews DB). Should an anonymous visitor be identified as a contact, all browsing data gathered before their identification will also be associated with that same contact.

The Client, acting as Controller of the data thus obtained, undertakes to process the data in accordance with the applicable law, and to provide to the Partner and Diennea, acting as Data Processor Sub-Processor, with detailed instructions about the processing carried out under this agreement. The appointed Processor and Sub-Processor undertakes to inform the Client of any necessary technical changes to this technological tool, thus complying with the duty of information arising out of their appointment and in order to enable the Client to achieve the same privacy obligation compliance with respect to the recipients of their communications.

## 10. Penalty clause

**A.** If the activity of the Client using the Service leads to the inclusion of IP addresses or domains of the Supplier (and/or its suppliers), whether they are shared or personal, in the “Main Monitored Blacklists” (available at the following link: <https://www.magnews.com/black-list-monitor-service/>), the Partner and the

Supplier shall have the right to promptly block the outgoing communications and to definitively close the Client's account, without prejudice to their right to compensation for additional damages

**B.** If the activity of the Client using the Service leads to a reporting of abuse/spam to the Partner and/or to the Supplier by a Client's contact, starting from the third abuse/spam report from the date of signature of the GTS, the Client shall pay to the Partner and/or to the Supplier, as a penalty, the amount of Euro 200.00 for each violation, as minimum compensation for the activities that the Partner and/or the Supplier shall put in place in order to handle the request of the contact, with respect to both the same contact and the Client in accordance with the role of data processor and sub-processor, without prejudice to the right of the Partner and/or the Supplier to compensation for additional damages. Please note that the number of abuse/spam reports is related to a period of 12 months from the date of receipt of the abuse/spam report. Therefore, starting from the third abuse/spam report recorded during the last 12 months from the date of its receipt, the Client shall pay to the Partner and/or to the Supplier, as a penalty, the amount of Euro 200.00 for each violation, as described above, without prejudice to the right of the Partner and/or Supplier to compensation for additional damages.

The conducts described in points A. and B. above also integrate severe and relevant conduct under article 5 of these SSC Reseller and, if it is the case, illegal activity or otherwise activity in violation of the law and/or significant rights of others relevant, and where there is injury to the Partner and/or the Supplier, the Client undertakes to hold harmless and indemnify the Partner and/or the Supplier against any claim for compensation.

## 11. Packages of messages and/or SMS credits not used within the reference period

If the consideration foresees the sale of the packages of messages (e-mail) and/or SMS credits in relation to a given reference period, any messages (email) not sent and/or SMS credits not used by the end of this period cannot be used subsequently and will not be reimbursed.

## 12. Exceeding User threshold

When the User threshold applicable to the Client at the time of signing the contract, or that which has been applied over time due to effective use of the Service, is exceeded, the Partner will invoice the User threshold effectively used.

### 13. Extra traffic billing – Email e sms

When extra traffic with respect to what reported in the active SO is used, the Partner can invoice extra traffic by applying the CPM of € 0,2 for emails, or the purchase price for SMS messages upon the expiration of the SO or upon each subsequent renewal.

### 14. SLA/ Up Time

The level of service offered by the Supplier is available at the following link: <https://www.magnews.com/magnews-service-level-agreement-sla/>.

### 15. Remote access to magnews Platform

The Client acknowledges that the Partner and/or the Supplier may access the magnews Platform to carry out consulting activities for the optimization of the Service usage by the Client, to manage and/or support in the corresponding administrative and commercial operations, and to perform Maintenance and security activities.

### 16. “Alias” clause

The Client, if so permitted by the supplier of the messenger service integrated in the magnews Platform, pursuant to AGCom Resolution no. 42/13/CIR, may send SMS by setting an alphanumeric code (Alias).

The Client shall only use Alias which he actually uses as legitimate holder or over which he has a legitimate right of use on the basis of current applicable law (with particular reference to trademark laws and AGCom Resolution 42/13/CIR, insofar as it is applicable, and Resolution 12/23/CIR) and undertakes to hold harmless the Partner and/or the Supplier and indemnify it against any claims, including damages or sanctions, for its own facts or omissions, brought by any third party and/or the competent Authorities.

The Client agrees not to use generic Alias (i.e. “hotel”, “restaurant”, etc.), which may deprive the message of its distinctive features or make the sender not easily recognizable.

Prior to the start of the activities, the Client shall notify the Partner of any Alias that he intends to use and update promptly the Partner on the elimination or the non-use of any Alias previously communicated, in order to allow the Partner to communicate the Alias for its registration in the database managed by AGCom (“**AGCom Data Base**” ) or for its update, acknowledging that in case of non-communication, it may not be possible to send messages using the Alias.

In case of failure of registration of an Alias in the AGCom Data Base, the message may be send anyway, but Alias will be replaced by a numeric sender id assigned by the supplier of the messaging service integrated in the magnews Platform. The Client who intends to delete from AGCom Data Base the Alias previously communicated to the Partner and registered according to the present clause, shall communicate in writing to the Partner this intention within 20 (twenty) days before the date of expiration of the agreement.

By signing this agreement, the Client authorizes the supplier of the messenger service integrated in the magnews Platform to publish its personal information and contact data in the AGCom Data Base.

These SSC Reseller were updated on 22/03/2024

See previous versions of the SSC Reseller:

**Click here** if you wish to consult and download the SSC Reseller valid until 21/03/2024