

General terms of the contract

1) SUBJECT:

The general terms presented here define the registration and use of the service Revolution by Easy Market CRS, in further text named Service (or Revolution), which is regulated, besides by these General terms, by the Request to have access for the use of the Service. Users are asked to read legal and technology conditions and information at the website <u>www.easymarket.travel</u> and to ask to receive them directly from Easy Market S.p.A. at any moment. The service provided by Easy Market S.p.A. allows travel agencies, in further text named User (licensed travel agency) to:

- Use the service and book various offer present, book flights (with existing fees) and low cost flights, with a possibility to independently decide about agency fee;
- Use technical support which Easy Market provides at phone number 0541 797 510 (commercial department) or in a written form by mail to <u>sales@easymarket.travel</u>

Easy Market holds the right to expand and change the gamma of the functions offered inside the service if, in the light of the new features' specifications, it is necessary to update General Terms or to adjust them. All modifications will be communicated by Easy Market. Easy Market holds the right to change or delete the functions of the services. The user will pay the costs of the connection via phone.

2) DURATION OF THE CONTRACT:

The use of the system is free. Registration can be done through the procedure at the company's website <u>www.revolution.travel</u> and later acceptance of the general terms and conditions with respect to the Law 675/96; acceptance of the Terms and signing of a yearly contract for the use of Revolution. Contract for the use of Revolution is accepted once it is signed and stamped by the agency, followed by the acceptance of the general Terms and conditions (signature and stamp) and the License for the activity of travel agencies and sent to the e-mail address <u>sales@revolution.travel</u>

3) ACTIVATION AND SUSPENSION:

The contract is finalized once Easy Market S.p.A provides the Service based on the acceptance of the terms and conditions by the User. In the case of the technical or normative change of the conditions for the delivery of the Service, Easy Market S.p.A will have the right to suspend the Service with the cancellation period of 15 days, notifying the agency via e-mail to the address mentioned in the signed contract.

4) CONFIDENTIALITY:

Access to the Service is possible by the use of the identification code (User ID), provided by Easy Market S.p.A, and keyword (Password), chosen by the User at the moment of the registration; these credentials will be the only one to be used for all the functions of the Service. Client will protect the password with maximum attention, keeping the confidentiality of the both User ID and password throughout the whole contract duration. The client is asked to keep, with the same confidentiality, the privacy of the other identification elements for any additional service activated. The client is solely responsible for any damage caused by the use of the User ID and password, as well as for the activation of the multiple identities by the third party. The client is responsible to immediately communicate to Easy Market S.p.A. any steal, use or loss of the User ID or password, or any eventual activation of the multiple identities.

5) GUARANTY:

Client guarantees that any material or a message inserted into the public zones of Revolution, and which might be traced back to her due to the contract signed, is solely her own property and/or is on her disposal, and asks from the client to release from any responsibility and protect Easy Market S.p.A from any eventual damage coming from it. Client guarantees that that material does not violate or break any author's rights, copyrights, brands, patents or any other legal, contractual or custom rights. Client acknowledges that it is forbidden to use or allow the use of the Service against moral and public order or with purpose to interrupt public or private order and peace, to insult, directly or indirectly damages anyone and disturbs the privacy of the private messages. It is forbidden to sell that service to the third parties; in any case client's information must not contain any pornographic, obscene, blasphemous or shameful content. It is strictly forbidden to use the service which directly or indirectly breaks the laws of the State of Italy or any other country. Accordingly to the following art. 10 and the right of Easy Market S.p.A. to ask for the automatic end of the contract, the

use of the Service shall be terminated any time when there is an evidence about the violation of the client's obligations.

6) THE USE OF THE SERVICE REVOLUTION:

Client is allowed to use the Service Revolution completely free through the registration and according to the specification for each function. Particularly, the function "Access" can be used by the individual Users/Clients/Agencies, there cannot be established multiple connections from different branches of the same agency at the same time but there can be established multiple access from different terminals of the same branch (office). In any case, it is strictly forbidden to pass the contract for the use to the third party, free or with charge, temporary or definitely, without written permission of Easy Market S.p.A.

7) USERS OBLIGATIONS:

User/Travel agency is obliged to use the Service at least during the probation period in order to test all the system's functions. Easy Market S.p.A. will immediately interrupt the Service in any moment by deactivation of User ID for the access.

8) DOCUMENTATION AND IDENTIFICATION OF THE CLIENT:

When it comes to the functions which ask internet connection, client acknowledges the existence of the electronic register of the Service, filled and kept by Easy Market S.p.A. Log content is completely protected and kept private and is accessible only through the request of legal authorities. In order to confirm with certainty the root of the connection, client accepts the identification which Easy Market S.p.A. makes in the moment of the access into the system by the use of the access code containing User ID and password.

9) **RESOLUTION CLAUSE**:

In any case when client fails to respect the obligations from the articles 4,5,6 and 7 of this Contract, Easy Market S.p.A will be enabled to terminate this contract and ask for the remuneration for the damage caused.

10) COMMUNICATION:

All notifications regarding the contract are sent to the e-mail address communicated by the client. **Easy Market S.p.A.** for the Revolution Service: Easy Market S.p.A, Via Consolare 51/c, 47900 Rimini (I); Commercial department: Tel: 0541 797 510, Fax: 0541 489 985, e-mail:<u>sales@revolution.travel</u>, <u>www.easymarket.travel</u>

With respect to the article 1341, paragraph II of the Public law, the undersigned confirms knowledge about General Terms and Conditions, in particular point 3. Activation and Termination, point 4. Confidentiality, point 5. Guaranty, point 6.

The use of the Service Revolution, point 9. Resolution Clause, General Terms of the Contract.