

AGREEMENT “SPOKI FOR FREE”

1. Introduction

- 1.1 NextAI is the exclusive owner of the online platform called “Spoki”, which is accessible through a web app (“**Web App**”) aimed at integrating the API (application programming interface) owned by WhatsApp Inc., 1601 Willow Road Menlo Park, California 94025 (“**Whatsapp Business**” or “**Whatsapp**”), which allows to automate customer care and service and to send promotional messages through access to a number of support functions developed by NextAI.
- 1.2 The client (“**Client**”) is a legal entity or a natural person, acting in the context of its/his/her entrepreneurial, commercial, craft or professional activity, and that is interested in using the Web App. Registration on the Web App is done by a user, who acts as the “owner user” and has the power to represent the Client for the purpose of executing this agreement (“**Owner User**”).
- 1.3 NextAI offers to the Client the trial use, free of charge, of the Web App by means of a “*sandbox*”, under the terms and conditions set out in this agreement (“**Agreement**”). Any amendments of the Agreement will be effective only if agreed by the parties in writing.

2. Object

- 2.1 Upon execution of this Agreement, NextAI grants to the Client the use of a trial version of the Web App, which, by means of a telephone number and a minimum credit provided free of charge by NextAI, allows the Client to send test messages, pre-approved by NextAI, to a predefined number of “test” contacts (“**Free Services**”).
- 2.2 The Client accepts that the use of services in addition to the Free Services requires the execution of an additional agreement between the parties, providing for the payment of a price in favour of NextAI, as well as the execution by the users of the general terms and conditions of use of the Web App.
- 2.3 The Client undertakes not to use the Free Services for unlawful, fraudulent or defamatory activities, indemnifying and holding NextAI harmless from any prejudicial consequences that may arise, directly or indirectly, from the breach of this article.

3. Duration, subscription and termination

- 3.1 This Agreement shall be effective from the date of execution and until the credit provided by NextAI has been exhausted or until the additional agreement between the Client and NextAI indicated in article 2.2 above has been executed. The abovementioned provision does not prejudice, in any case, the parties’ right to exercise the withdrawal to be communicated in writing to the other party with 15 (fifteen) days’ notice.
- 3.2 The Agreement and the privacy policy of NextAI (“**Privacy Policy**”) are signed by the Owner User, in the name and on behalf of the Client, by means of the “point and click” procedure (i.e. flagging a non-preselected box). Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Owner User specifically approves the following articles of the Agreement: 2.3; 3.1; 3.3; 4; 7.3.
- 3.3 In the event of a breach by the Client of any of its obligations set forth in article 5.1 of the Agreement, NextAI shall have the right to terminate the Agreement immediately, upon written notice to the Client, pursuant to Article 1456 of the Italian Civil Code.

4. Limitation of liability

- 4.1 NextAI guarantees the proper functioning of the Web App, except for failures caused by causes beyond NextAI’s reasonable control.

4.2 The Client expressly agrees that the existence of any errors in the Web App, unless resulting from NextAI's wilful misconduct or gross negligence, does not constitute a breach of NextAI's obligations under and/or in connection with the Agreement.

5. **Web App IP Rights**

5.1 The Client acknowledges NextAI's exclusive ownership and/or full availability of the intellectual and industrial property rights relating to the Web App ("**IP Rights**") and undertakes, for the entire duration of the Agreement and thereafter, directly or indirectly, to:

5.1.1 use the IP Rights solely for the purposes set forth in this Agreement and in accordance with the obligations assumed herein;

5.1.2 not challenge the validity of the IP Rights or NextAI's right, title and interest in the IP Rights;

5.1.3 do not copy, modify or decode the Web App and its IP Rights;

5.1.4 not infringe and/or weaken IP Rights in any way.

6. **Communications**

6.1 Without prejudice to the use of Whatsapp support on the Web App, communications to NextAI shall be sent by e-mail to info@spoki.it, or to another e-mail address that NextAI undertakes to update and/or communicate.

6.2 Communications to the Client shall be sent by e-mail to the addresses and contacts provided at the execution of the Agreement by the Owner User. The Client undertakes to keep these addresses updated and accessible.

7. **Miscellaneous**

7.1 (*Assignment*) The Client may assign or transfer the Agreement to a third party only with the prior written approval of NextAI. On the other hand, NextAI may assign or transfer to a third party, in whole or in part and for any reason whatsoever, the Agreement or any rights or obligations arising therefrom, provided that the Free Services remain unchanged and that the Client is informed within 30 (thirty) days.

7.2 (*Privacy*) The parties undertake to comply with privacy and data protection legislation, in accordance with EU Regulation No. 679/2016 ("**GDPR**"). NextAI manages personal data (as defined in Article 4 of the GDPR) in accordance with the Privacy Policy.

7.3 (*Applicable law and venue*). The Agreement shall be governed by Italian law. Any disputes concerning the Agreement shall be on the exclusive jurisdiction of the Court of Brindisi, without prejudice to the exclusive jurisdiction of the court of public authority or organization.