

## SUBSCRIPTION FORM

## DATA OF THE THIRD-PARTY PROVIDER:

<b>Denomination</b>	
<b>Location (address)</b>	
<b>Tax Code / VAT Number or Company Identification Number</b>	
<b>Name and office of legal representative</b>	
<b>Name and last name of the operating contact</b>	
<b>E-mail address of the operating contact</b>	
<b>Phone number of the operating contact</b>	
<b>Email address to be used for accessing the platform, receiving orders and other notifications (ie: sales@company.com)</b>	



## General conditions of membership in the e-marketplace

The E-marketer manages the E-marketplace [www.marketnail.com](http://www.marketnail.com) which allows users interested in the Products offered by the Third Party Provider to be contacted. This document contains the conditions governing the use of the E-marketplace and the services offered to the Third Party Provider. Third Party Providers who intend to access and join the E-marketplace sign this Agreement containing the terms and conditions governing the service of access, membership and use of the E-marketplace.

The E-marketer plays the role of manager of the E-marketplace, and, therefore, is and remains always and in any case extraneous to the contract concluded between the Third Party Provider and the User.

The signing of the Contract by the Third Party Provider has the mere function of requesting membership of the E-marketplace, reserving the E-marketer the right to accept or refuse, at its absolute discretion, such request. The Contract will be effective between the parties only after the written acceptance of the request for membership by the E-marketer.

### 1. Definitions

To allow a complete understanding and acceptance of this Membership Agreement, the following terms shall have the following meanings in the singular and plural:

- **E-marketer:** Beautymarketplace S.r.l.s., with registered office in Via Valfrè 14, 10121, Turin, Italy, Tax Code / VAT number IT12619090017, Certified E-mail Address [beautymarketplace@pec.net](mailto:beautymarketplace@pec.net), which manages the E-marketplace.
- **Third Party Provider:** the natural or legal person who sells and/or supplies the Products to Users
- **User:** the subject who accesses the E-marketplace interested in the goods and / or services of the Third Party Provider
- **E-marketplace:** the website and the [www.marketnail.it](http://www.marketnail.it) application that connects Third Party Providers with Users interested in its Products
- **Products:** the goods and/or services provided by the Third Party Provider
- **Contract:** this contract that governs the conditions of adhesion of the Third Party Provider to the E-marketplace
- **Terms and Conditions of the Third Party Provider:** the contract that regulates the relations between the Third Party Provider and the User can be consulted at the following link attached here ([www.marketnail.com](http://www.marketnail.com) > Sale conditions for Third Party Suppliers)
- **Terms and Conditions of the E-marketplace:** the contract that regulates the relations between the E-marketer and the Users that can be consulted within the E-marketplace that is attached here ([www.marketnail.com](http://www.marketnail.com) > Terms & Conditions)
- **Content:** text, photos, audio, video, information, descriptions, features, prices and other content published on the E-marketplace.

### 2. Use of the E-marketplace and how to conclude the contract with the User

- a. The use of the E-marketplace is allowed only to adult Third Party Providers with full capacity to act and to enter into valid contracts.
- b. The relationships between the Third Party Provider and the User take place without the E-marketer being part of the relationship. The Third Party Provider, therefore, is and remains solely and exclusively responsible for the conclusion and execution of the contract between the Third Party Provider and the User, remaining the E-marketer extraneous and exempt from any liability.
- c. The relationship between the Third Party Provider and the User is governed by the Terms and Conditions of the Third Party Provider provided by the E-marketer, who, by signing this Agreement, the Third Party Provider declares and warrants that it has carefully examined and understood them and fully approves them.
- d. The contract between the Third Party Provider and the User is concluded, in accordance with the provisions of the Terms and Conditions of the Third Party Provider, by sending the order confirmation to the e-mail address indicated by the User which will contain a summary of the general conditions with the User and information relating to the essential characteristics of the Product.
- e. The contract between Third Party Provider and User is not considered effective in default of what is indicated in the previous point.
- f. After sending the order confirmation, the Third Party Provider undertakes to promptly fulfill the obligations assumed with the User and reported in the Terms and Conditions of the Third Party Provider. Breach by the Third Party Provider of these obligations shall cause immediate termination of the Agreement with immediate effect.
- g. In the event that the Product is not available, the Third Party Provider will inform the User of the new terms of delivery and/or supply, asking if it intends to confirm the order or not.

### 3. Adhesion of the Third Party Provider to the E-marketplace

- a. To join the E-marketplace, the Third Party Provider must register by truthfully and completely providing all the data requested in the relevant registration form and, following the procedure indicated. In addition, the Third Party Provider must approve the Agreement after reading and examining it carefully and sending the request to join the E-marketplace, following the instructions indicated. The Contract will be considered concluded and effective when the Third Party Provider receives written confirmation from the E-marketer of adherence to the E-marketplace.



- b. The Third Party Provider guarantees that the information provided during the registration process is complete and truthful and undertakes to promptly notify the E-marketer of any variation of such information. In the absence of such communication, any changes will not be enforceable against the E-marketer.
- c. The Third Party Provider has the burden of keeping its access credentials that must be used exclusively by the Third Party Provider and cannot be transferred to third parties. The Third Party Provider undertakes to keep them secret and to ensure that no third party has access to them and to immediately inform the E-marketer if it suspects or becomes aware of improper use or disclosure of the same.
- d. The Third Party Provider is obliged to fully comply with the Contract, to strictly comply with the requirements of the E-marketer and the related operating instructions when using the E-marketplace. Failing this, the E-marketer will be entitled to terminate the Agreement with immediate effect.

#### 4. Change of the Contract and the E-marketplace

- a. This Agreement and any annexes thereto may be modified at any time by the E-marketer. In this case, the E-marketer undertakes to communicate in writing via e-mail or PEC the changes made that will come into force 15 days after the communication.
- b. The E-marketer may modify the Contract without respecting the notice period when: a) he is required to comply with a legal or regulatory obligation that requires him to modify it without being able to comply with the notice period; b) exceptionally amend the Agreement to address an unforeseen and imminent danger related to the defense of the E-marketplace, its Users or other Third Party Providers from fraud, malware, spam, data breaches or IT security risks.
- c. In the event that the Third Party Provider does not agree with the contractual changes made, it has the right to withdraw from the Contract before the expiry of the 15-day notice period by sending a written communication via e-mail or PEC to the E-marketer. The withdrawal will take effect in the following 15 days.
- d. The E-marketer also reserves the right to change at its discretion at any time the graphical interface of the E-marketplace, the Contents and their organization, as well as any other aspect that characterizes the functionality and management of the E-marketplace, communicating, where necessary, the relative instructions to the Third Party Provider.

#### 5. Restriction, suspension or interruption of access to the E-marketplace

- a. The E-marketer may limit, suspend or completely terminate access to the E-marketplace and the account of the Third Party Provider, specifying in writing via e-mail or PEC at least 30 days before the limitation, suspension or interruption takes effect, the reasons that led to such decision and the actions that must be taken by the Third Party Provider in order to restore access to the E-marketplace.
- b. The E-marketer will restore access to the E-marketplace and the account of the Third Party Provider without delay, when it considers in its sole discretion that the reasons for the limitation, suspension or interruption have ceased to exist.
- c. The 30-day notice period shall not apply if:
  - the E-marketer is required to comply with a legal or regulatory obligation that requires him to modify the Agreement without being able to comply with the notice period;
  - the Third Party Provider has committed a serious breach, a serious breach of the obligations assumed towards the User or of applicable laws;
  - the Third Party Provider has provided false, incomplete or incorrect information, engaged in fraudulent or illegal conduct, there has been unauthorized or fraudulent use of the account or the E-marketplace.

#### 6. Content published on the E-marketplace

- a. The Third Party Provider acknowledges and accepts that, for reasons of presentation and ergonomics of the E-marketplace, the Content will be presented according to the instructions indicated by the E-marketer.
- b. It is up to the Third Party Provider to verify the conformity of the Content that will be made public to validate its accuracy and detect any errors. If an inaccuracy, error and/or omission of any kind is detected, the Third Party Provider undertakes to correct them without delay. Likewise, if the E-marketer should be informed of any error appearing on any page relating to the Third Party Provider, he will immediately inform the Third Party Provider which in turn undertakes to immediately provide for the changes and / or corrections. In any case, the Third Party Provider undertakes to resolve all disputes arising with Users related to such incorrect information.
- c. The Third Party Provider grants the E-marketer a non-exclusive, worldwide, royalty-free, sublicensable and transferable license to access, use, store, copy, modify, create derivative works from, distribute, publish, transmit, disseminate and otherwise exploit such Content in order to provide and/or promote the E-marketplace in any way, on any media and platform, known or unknown at the time of use, and in particular on the internet and social networks.



- d. The Third Party Provider is solely responsible for all Content it provides and warrants that it owns it or has permission to grant the E-marketer the rights described above. The Third Party Provider is also responsible if any of the Content violates or violates the intellectual property or privacy rights rules of third parties.
- e. In case of publication of advertisements, the Third Party Provider guarantees the availability and / or ownership of the good / service object of the advertisements themselves. The Third Party Provider also guarantees that its advertisements do not infringe any copyright or industrial property right or other right of third parties. In the event of a dispute by a third party regarding any announcement or conduct related to it, the Third Party Provider assumes full responsibility and undertakes to indemnify and hold the E-marketer harmless from any damage, loss or expense.

## 7. Prohibited Activities

The Third Party Provider explicitly acknowledges that it will not engage in activities that:

- a. violate any law, statute, ordinance or regulation.
- b. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law.
- c. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (g) involve currency exchanges or check cashing businesses, (h) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (i) involve offering or receiving payments for the purpose of bribery or corruption.
- d. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.
- e. relate to transactions involving any activity that requires pre-approval without having obtained said approval.

## 8. Publication of User ratings

The Third Party Provider explicitly authorizes the E-marketer to publish on the E-marketplace the ratings and/or reviews expressed by Users and the related comments.

## 9. Services

The E-marketer will make available to the Third Party Provider the published services, together with the fees and payment conditions, on the page available at the following link [www.marketnail.com](http://www.marketnail.com) > Services

## 10. Fees

- a. Membership of the E-marketplace requires payment of the amounts specified in Annex A.
- b. The Third Party Provider is solely responsible for its obligations regarding invoicing and any consequences in tax matters and acknowledges that the E-marketer can in no case be held responsible in this regard.

## 11. Payments

- a. The E-marketer uses an external payment management service indicated in the E-marketplace that guarantees the Third Party Provider that the E-marketer will not come into possession of the fees paid by the Users for the purchase of the Products. All fees due to the Third Party Provider are deposited into the account of the external payment management service. The fees will therefore be paid directly by the payment management service instead of by the E-marketer.
- b. To this end, the Third Party Provider must carry out all the operations requested by the E-marketer and the external payment service provider indicated to obtain the crediting of the fees generated by the sales of the Products net of any amounts due to the E-marketer.
- c. Any refunds due to the User will be managed through the external payment management service according to the terms of the law and in the manner provided for by the Terms and Conditions of the Third Party Provider.
- d. The effectiveness of the Contract and the payment of the Fees to the Third Party Provider are subject to compliance by the Third Party Provider with the instructions required by the external payment management service, which it expressly declares to accept here.

## 12. Representations and warranties of the Third Party Provider

- a. The Third Party Provider declares and guarantees:
- to be authorized and/or to have the necessary authorizations to supply the Products to Users and to be in possession of all the necessary requirements according to the applicable legislation, including tax legislation, to carry out this activity;
  - if other than a natural person, to be a company or other entity duly constituted, existing and operating under the legislation in the state of incorporation and that the legal representative who signs the Contract, has all the powers and faculties necessary to conclude the Contract and fulfill the obligations arising therefrom, as well as to grant rights, the licenses and authorizations provided for in the Agreement;
  - to have the means, knowledge, organization, organizational skills, material and technical resources necessary to ensure the effective supply of the Products to Users and in the manner agreed with them;
  - to be equipped with an operational structure suitable for the execution of orders and the fulfillment of the obligations deriving from the contracts stipulated with the Users.
- b. The Third Party Provider declares to be aware and to accept that the same Products may be offered on the E-marketplace by different suppliers, in competition with each other, and also by the same Owner at different conditions and possibly even more favorable for Users.
- c. The Third Party Provider declares and guarantees that the offer of the Products does not violate in any way the rights of third parties and that it fully complies with the applicable legislation.

## 13. Obligations of the Third Party Provider

- a. The Third Party Provider declares and acknowledges that it is solely responsible for the offer and sale and/or supply of the Products to Users and for the obligations with the User as well as for the truthfulness, correctness, completeness, accuracy and non-misleading nature of the information made available and/or provided to Users.
- b. The Third Party Provider, in the event that it operates as a distributor of third-party branded products, undertakes to respect any exclusivity and/or territoriality ties with its parent company referred to in Annex B. In case of non-compliance with this obligation, the Account Holder will block or prevent any attempts by the Third Party Provider to sell through the E-marketplace in the precluded geographical areas.
- c. For the entire duration of the Contract, the Third Party Provider undertakes to:
- not to conclude contracts with the User whose object or obligations contravene applicable legal provisions;
  - comply with the Contract, the Terms and Conditions of the Third Party Provider, the applicable legislation on e-commerce and distance selling as well as the Consumer Code, in particular terms of withdrawal, returns and refunds and the applicable rules;
  - respond to any requests from the Owner and/or Users within 48 hours;
  - not to engage in unfair commercial practices in the relationship with the User, as defined by articles 18 et seq. of the Consumer Code;
  - check daily the possible receipt of requests from Users and / or communications from the E-marketer and / or Users;
  - promptly update the quantity of Products available on the E-marketplace;
  - respect the delivery and/or supply times of the Products agreed with the User and to provide Users in addition to the Product with any instructions, warnings for use and guarantees required;
  - not to use any Content on the E-marketplace for any purpose other than as expressly permitted in the Agreement;
  - use the E-marketplace for the sole purpose of using the services offered and in accordance with the rules of law and the Contract;
  - not to publish, transmit and / or otherwise disclose illegal content or in any case with an offensive, defamatory nature, harmful to the privacy of others or vulgar content and / or contrary to morality or that incites conduct punishable by criminal law;
  - not to use or allow the use of the E-marketplace to commit or facilitate the commission of unlawful acts or crimes of any kind.
- d. The Third Party Provider undertakes not to adopt any behavior that may damage the reputation of the E-marketplace and / or third party rights and not to engage in any act of unfair competition and / or misleading advertising.
- e. The Third Party Provider undertakes to promptly resolve any claim, dispute, action, claim and to compensate any damage suffered by the User.
- f. Failure to comply with the above will result in the immediate termination of the Agreement by the E-marketer.

## 14. Obligations and rights of the E-marketer

- a. The E-marketer undertakes to provide the Third Party Provider with access to the E-marketplace and any applications connected to it.
- b. The E-marketer undertakes to keep the E-marketplace up to date and functioning, except for necessary breaks due to maintenance or updating or for any other technical reason. The E-marketer will not be liable for any interruptions and / or anomalies and / or flaws in the security system of the web service offered, where attributable to causes independent of its work; as well as it will not respond in any way



in the event that the Third Party Provider should assume that it has suffered pecuniary and non-pecuniary damages, of any nature, as a direct and / or indirect consequence of the use of the E-marketplace.

- c. The maintenance operations that may prevent the connection to the E-marketplace will be promptly communicated by the E-marketer, unless interventions are necessary that, due to their particular urgency, do not allow to give the aforementioned notice.
- d. In its capacity as technical-operational manager, the E-marketer reserves the right to modify, suspend or interrupt, at any time, the operation of the E-marketplace and / or all or part of the services, giving, where possible, adequate notice to the Third Party Provider.
- e. The E-marketer undertakes to provide the Third Party Provider with information on any additional distribution channels and potential affiliate programs through which the E-marketer may market the Products offered by the Third Party Provider.
- f. The E-marketer ensures that the identity of the Third Party Provider within the E-marketplace is clearly visible.



#### **15. Advertising on the E-marketplace**

- a. The E-marketer reserves, at its sole discretion, the right to insert on the E-marketplace advertisements compatible with the activity carried out, as well as links to other sites that comply with the obligations set out in the Contract.

#### **16. Assignment of the Contract**

- a. The Third Party Provider may not in any way and in any form assign to third parties, even partially, the Contract without the written consent of the E-marketer.
- b. The E-marketer expressly reserves the right to transfer, for consideration or free of charge, all or part of the E-marketplace to third parties or grant them any rights related to the E-marketplace itself. In this case, it will notify the Third Party Provider by direct communication, either by e-mail or PEC or by publication in the appropriate section of the E-marketplace.

#### **17. Exemption of liability for the E-marketer**

- a. The E-marketer will not be liable for direct or indirect, incidental or consequential damages, such as loss of profits, loss of business and / or business opportunities and everything that may derive from the management of the E-marketplace and the services provided, in the event of errors, omissions and inaccuracies in the data transmitted even in case of interruptions, suspensions, delays and anomalies in the management of the E-marketplace and in the provision of services, even if deriving from technical problems, unless they are directly and immediately linked to intentional or grossly negligent behavior of the same.
- b. The E-marketer will not be responsible for direct or indirect, incidental or consequential damages, such as loss of profits, loss of business and / or business opportunities and any other damage that may result from computer intrusion or other illegitimate intrusion or use of data by unauthorized third parties, as well as from commercial fraud or other incorrect or illegitimate behavior held by the Third Party Provider, unless they are directly and immediately linked to intentional or grossly negligent behavior of the E-marketer.
- c. In no case will the E-marketer be held responsible in relation to damages resulting from the malfunctioning of the E-marketplace, directly or indirectly attributable to conduct or omissions of the hosting provider.
- d. Under no circumstances will the E-marketer be held responsible for the fulfillment of the obligations arising from the contracts concluded by the Third Party Provider with the Users.
- e. The Third Party Provider undertakes to indemnify and hold harmless the E-marketer from any and / or any right or claim that may arise, even out of court, from such conduct or, in any case, as a result of the use of the E-marketplace and / or its possible applications.

#### **18. Duration and withdrawal**

- a. The Contract has an indefinite duration and will come into force from the moment the Third Party Provider receives confirmation from the E-marketer of joining the E-marketplace.
- b. The Parties may withdraw at any time with notice of 30 days to be communicated in writing by e-mail or PEC.
- c. The withdrawal will not entail the payment of any penalty and / or reimbursement and / or compensation and / or consideration, without prejudice to the payment obligations due under the Contract and the obligations towards the Users.

#### **19. Express termination clause**

- a. The E-marketer has the right to terminate this Agreement, pursuant to art. 1456 of the Italian Civil Code, in the cases expressly provided for in this Contract. The termination occurs by right when the E-marketer communicates in writing via e-mail or via PEC to the Third Party Provider that he intends to make use of this clause.
- b. In the event of termination, all rights conferred by the Contract on the Third Party Provider will cease to have effect, as well as its operation on the E-marketplace will cease and its account will be deactivated and you will lose access to all data.

#### **20. Confidentiality**

- a. With the exclusive exception of the disclosure obligations imposed by the applicable legal provisions or by provisions of competent authorities, the Third Party Provider undertakes to keep strictly confidential and confidential, not to disclose to third parties and not to



use, except for what is strictly necessary for the execution of the Contract, any data or information of which it has been made aware or has simply become aware in any form and / or on any support on the occasion and/or in function of the negotiation, signing and/or execution of the Contract (hereinafter the "**Confidential Information**").

- b. The Third Party Provider therefore undertakes not to communicate and not to disclose, during the Contract and even after their termination, in any way and by any means, the Confidential Information of which it has become aware.
- c. The Third Party Provider undertakes, also pursuant to art. 1381 of the Italian Civil Code, to ensure that all third parties to whom the Confidential Information indicated above will be made available for the purpose of executing the Contract (including their employees) act in compliance with the confidentiality obligations referred to above.
- d. The violation, even partial, of the above obligations, in addition to giving the E-marketer the right to terminate the Contract with immediate effect, without prior notice or compensation, will result in the E-marketer's right to compensation for damages.

## 21. Privacy

- a. The User's personal data is processed by the E-marketer and the Third Party Provider. The E-marketer and the Third Party Provider act as independent data controllers of the Users' personal data, i.e. each of them processes the Users' personal data for pre-contractual and/or contractual obligations and for other purposes.
- b. The personal data provided by Users to the Third Party Provider will be treated in accordance with the privacy rules and the privacy policy that will be made available by the Third Party Provider before the processing of personal data.
- c. The personal data of the Third Party Provider and Users will be processed by the E-marketer in compliance with the privacy legislation and the privacy policy available within the E-marketplace.

## 22. Applicable Law and Jurisdiction

- a. The Contract is governed exclusively by Italian law, also in accordance with the provisions of art. 3 of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations.
- b. The parties will submit all disputes arising from this Contract or connected to it - including those relating to its interpretation, validity, effectiveness, execution and termination - to the attempt at mediation according to the provisions of the Civil and Commercial Mediation Regulations of the Milan Chamber of Arbitration. This body consents to activate the mediation attempt through the online procedure of ConciliaCamera - <https://mediazione.infocamere.it>.
- c. If the dispute has not been resolved amicably even through mediation brought before the mediation body indicated above, the same will be brought to the exclusive knowledge of the Court of the place where the E-marketer has its registered office.

## 23. Attachments

- a. All documents attached and/or referred to herein form an integral part of the Contract.
  - Annex A: Economic conditions of the trade agreement.
  - Annex B: Territorial extension of the trade agreement.





## 24. Final clauses

- a. The Contract constitutes the only agreement between the Parties with respect to the matters deduced and described therein. The Contract cancels and replaces any previous act, document, written and / or verbal agreement between the Parties on the same matters governed herein having overall effectiveness and value.
- b. The invalidity of one or more clauses or paragraphs contained in the Agreement will not affect the remaining provisions of the Agreement or any part thereof. In the event that one or more of these clauses or paragraphs are declared invalid by a final decision, decree or judgment, this agreement shall be interpreted as if such invalid clauses or points have not been inserted in it.
- c. The Contract remains valid and effective even if the E-marketer decides to sell for consideration or free of charge, rent or lease the E-marketplace to third parties, or grant them any rights concerning the E-marketplace itself.
- d. Any modification to the Agreement will not be valid and binding unless it results from a written act signed by each of the Parties.

Read, approved and signed in Turin, on \_\_\_\_\_

E-marketer   
BEAUTYMARKETPLACE S.R.L.S.  
Via Valfra' 14  
10121 TORINO  
P.IVA 12616090017

Third Party Provider  
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For specific approval, pursuant to and for the purposes of art. 1341 c.c. and 1342 c.c., of the clauses:

- 2.6 Express termination of the Contract in case of non-fulfillment of the obligations assumed with the User
- 3.4 Express termination of the Agreement in case of non-fulfillment of the E-marketer's instructions
- 4 Change of the Agreement and the E-marketplace
- 5 Restriction, suspension or interruption of access to the E-marketplace
- 6 Content published on the E-marketplace
- 12 Obligations of the Third Party Provider
- 15 Assignment of the Contract
- 16 Disclaimer for the E-marketer
- 19 Confidentiality
- 21 Applicable law, mediation and jurisdiction

Read, approved and signed in Turin, on \_\_\_\_\_

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Third Party Provider  
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