

## Terms and Conditions User License Agreement

These Terms and Conditions of use of Alexander Adv DOOEL services define the general conditions of the contract that is stipulated in North Macedonia between Alexander Adv DOOEL, (hereinafter "Alexander Adv DOOEL"), VAT number 4082017520050 with registered office in via Filip Vtori Makedonski 19/2, 1000 SKopje, in the person of the Legal Representative pro tempore and the Client (jointly the "Parties"), identified with the data provided by filling in the appropriate personal data sheet, who through his Legal Representative or in any case of a proxy authorized to stipulate this contract in the name and on behalf of the person he represents, adheres to this contract (hereinafter, the "Client").

### 1. License

For the purposes of the application of this Agreement, the Customer is granted a non-exclusive license to use the services called "Alexander Adv DOOEL Telephone Directories" and their contents, accessible through the application on the website [www.dbstore.online](http://www.dbstore.online), in compliance with the conditions established in this license and in conformity with the same. The data contained in this web application have been collected in compliance with Legislative Decree 196/2003 and EU Regulation 2016/679 and subsequent amendments and additions. The use of the Alexander Adv DOOEL Telephone Directories, in the Italian, Spanish, French, German and Portuguese versions, is aimed exclusively at carrying out teleselling activities. The Customer may use the Alexander Adv DOOEL Telephone Directories only and exclusively for the duration of this contract and, therefore, upon its termination, must destroy the data downloaded from the web application.

The data can be used only once for each single useful contact (whether positive or negative), within 30 days, with a limit of 5 attempts in case of no response. The maximum period of use will be calculated starting from the date of downloading the data. Alexander Adv DOOEL declares that the publishers have guaranteed to comply with all the provisions of European Regulation 679/2016 regarding the processing of personal data of members, in particular with regard to the collection of personal data, their transmission to third parties for commercial communication purposes and usable only in interpersonal form, and to have obtained from third-party Suppliers/Publishers the data, including the consent of the interested parties, on the basis of a complete and exhaustive privacy policy, which allows the communication of their personal data to the Customer for the purposes expressed in the aforementioned policy. In the event that the customer intends to use the downloaded data for actions other than those previously described, for example telemarketing, the customer himself will have to proceed with the transfer of the downloaded personal data to the opposition register in addition to all the actions required by current law.

The above remains unchanged, and it is expressly understood that Alexander Adv DOOEL does not provide any guarantee regarding the methods of obtaining consent from the interested parties nor proof of obtaining consent to the processing necessary for this Contract, responsibilities that remain exclusively the responsibility of the Suppliers/Publishers. In the event that the necessary legal certifications relating to the release of consent are requested, Alexander Adv DOOEL will obtain them from the Suppliers/Publishers and/or, if necessary, will

directly put the Customer and its End Customers in contact with the Suppliers/Publishers for the necessary checks.

## 2. Object of the service and conditions of use

The object of the Service provided by Alexander Adv DOOEL to its Customers is the right granted to the Customer to access the Alexander Adv DOOEL Telephone Directories and use, within the limits permitted by law, for the duration and under the conditions set out in the Contract, the Services provided. With reference to the object of the Service, the Customer declares to know the content and technical characteristics of the service offered and recognizes it as suitable for its needs. Alexander Adv DOOEL, in compliance with the terms and conditions of this contract, undertakes to provide the Client with a limited, non-exclusive license to use the software that allows the Client to directly access the Alexander Adv DOOEL telephone directories to generate lists, receive information and use the analysis functions associated with them.

The Client is aware and expressly accepts that the license to use the Alexander Adv DOOEL Telephone Directories is a tool reserved for professional users, with the consequence that this contract is not subject to the discipline of consumer contracts. The Client undertakes to comply with the instructions for use defined by Alexander Adv DOOEL on the basis of the indications deriving from laws, regulations, provisions of Authorities or self-discipline codes in force in the countries of origin and destination of the messages or in the process of being implemented, which Alexander Adv DOOEL intends to comply with.

## 3. Client access to the “Alexander Adv DOOEL Telephone Directories” software

The Client will have access to the “Alexander Adv DOO Telephone Directories” through a reserved area using authorization and authentication credentials assigned to the Client, which must be kept and used by the latter under his exclusive responsibility. Access to the “Alexander Adv DOO Telephone Directories” and their use must comply with what is indicated in this contract. In particular, the Customer undertakes to keep the access codes (called “username” and “password”) reserved for him/her with the utmost confidentiality, therefore answering for the custody of the same and declaring to be aware that the use of the codes is reserved for the person identified by the Customer as the user. Therefore, the use of the same codes by multiple users is not permitted, and the Customer will therefore be solely responsible for any damage caused by the possible use of login and password by unauthorized third parties. It is the Customer’s responsibility to carefully and exclusively keep the authorization and authentication credentials, adopting every precaution to avoid improper use.

## 4. Customer IT equipment

It is the Customer's responsibility to ensure that their application is compatible with the web application covered by this license; Alexander Adv DOOEL will not assume the costs that the Customer may incur to modify their hardware, software or browser in order to make it compatible with this service. In a purely accessory and instrumental manner to the use of the

"Alexander Adv DOO Telephone Directories", Alexander Adv DOOEL undertakes to provide the Customer with technical assistance for reports related to the correct functioning of the same.

## 5. Economic terms and contractual duration

### 5.1 - Start, duration and termination of the license to use

The Service is licensed for the period defined at the time of activation or purchase of credits and starts from the date of acceptance of the contract or from the date of the last top-up purchased, with a duration of 12 months and automatic deactivation of the service. At the end of the 12 months, the user will be required to provide confirmation of the destruction of the data in his possession and the residual unused credits will be cancelled. The contract can be renewed upon request of the Customer with the methods of the commercial offer at that time provided by Alexander Adv DOOEL. In case of registration and acceptance of the contract, without purchase of any service by the customer, Alexander Adv DOOEL will proceed to deactivate the customer's account after 7 days from the date of registration to the service.

### 5.2 – Fee and payments

For the provision and use of the services, as well as for the provision and performance of the accessory and instrumental services provided for in this contract and for the use of any additional options offered, the Customer undertakes to pay a fee within the time and manner indicated in the "Online" order if the purchase is made with this method. Payment may also be made by bank transfer or credit card, subject to collection.

## 6. Liability

6.1 The Parties expressly agree that, except in the case of willful misconduct or gross negligence, each Party is expressly excluded from liability for any loss, damage or injury to property that the other Party, directly or indirectly, foreseeably or unforeseeably, may suffer as a result of the Contract. This disclaimer excludes, by way of example and not limited to, the liability of a Party for direct or indirect damages, consequential damages or loss of profits, any economic/financial losses, business losses, losses of revenues and profits and/or goodwill and/or any other type of damage to reputation.

6.2 It is expressly understood between the Parties that Alexander Adv DOOEL cannot be held responsible in any way for the methods of obtaining consent from the interested parties and/or the demonstration of obtaining consent to the processing necessary for the Supply, activities that remain the exclusive responsibility of the Suppliers/Publishers. In the event that the provision of the necessary legal certifications regarding the release of consents is requested, Alexander Adv DOOEL will obtain them from the Suppliers/Publishers and/or, if applicable, put the Client and its End Customers directly in contact with the Suppliers/Publishers, for the necessary checks.

## 7. Irregularities in consents and Indemnity

7.1 If Alexander Adv DOOEL becomes aware of an irregularity in the consents given by the interested parties whose data are the subject of the Supply (by way of example and not limited

to: if it detects the absence of one or more consents for the processing of data by an interested party), it will inform the Customer without delay. In this case, the Customer hereby undertakes to stop processing the personal data of the interested parties involved as soon as possible from receiving the communication. Likewise, if the Customer becomes aware of an improper registration, it hereby undertakes to notify Alexander Adv DOOEL of the incident without delay. If an interested party initiates legal proceedings of any nature due to irregularities in the provision of consents to processing, each Party expressly undertakes to inform the other without delay, in order to agree on the actions to be taken.

7.2 Each Party undertakes to indemnify the other Party from any creditor, compensatory, indemnity and/or sanctioning claim arising from the violation of rights, powers, reasons of public or private entities, connected to the Contract, in any case holding the other Party harmless from any request in any way connected with and/or dependent on an improper use of the Services or use that is not compliant with the laws and/or regulations and/or any primary or secondary, national and/or international legislation governing the sector, also assuming all the costs associated with the management of any disputes initiated against the other Party due to the actions and fault of the Party that is required to indemnify.

## 8. Declarations and Warranties

8.1 Alexander Adv DOOEL and the Client, each to the extent of their respective responsibilities, respectively declare and guarantee:

(i) to be a company duly constituted and existing according to the laws of the state of belonging, which has the full right to enter into the Contract, without any limitation; Alexander Adv DOOEL reserves the right, when completing the registration form, to request unequivocal proof attesting the existence of the company name and/or VAT number and that they are active and registered in the Chamber of Commerce or in the relevant registers of the category. In the event of a false declaration, Alexander Adv DOOEL reserves the right to interrupt the service, without any refund and without any prior notice.

(ii) not to be aware of existing or simply threatened legal actions before any authority, which could significantly affect the ability to fulfill its obligations under the Contract;

(iii) that the signing, execution or fulfillment of the Contract do not constitute and will not constitute a breach of contracts to which the declaring party is a party.

8.2 In relation to the use of the personal data subject to the Supply, the Customer also declares and guarantees that the Customer's communications will not contain in any way explicit and/or non-explicit, direct and/or indirect references to Alexander Adv DOOEL. Without prejudice to the rights of the interested parties, the Customer guarantees that the aforementioned communications will not lead them to believe that Alexander Adv DOOEL is in any way linked to the same.

8.3 The Customer guarantees that:

(i) not to act fraudulently;

(ii) not to advertise services, products or materials in violation of the laws or regulations applicable in the country (or countries) in which the Customer's communication may be carried out;

(iii) not to engage in other unlawful or fraudulent conduct under applicable laws;

(iv) not to make communications whose contents are obscene, offensive, violent, defamatory, invasive of personal dignity, blasphemous and, in particular, which do not contain: racist statements or statements inciting the inferiority or superiority of one race, people or culture compared to others or to minorities, apologies for crimes against humanity; incitements to hatred or violence; sexually explicit, pornographic or child pornography content; threats or harassment; information or messages that instruct on illegal activities, induce illegal activities or that may cause harm to third parties; incitements to dangerous and risky behavior by minors or to the use of drugs or the mistreatment of animals; images not suitable for minors under 18 years of age.

It is understood that the Client undertakes to indemnify and hold Alexander Adv DOOEL harmless from any loss and/or damage suffered due to the violation by the Client and/or third parties appointed by the Client of the provisions of this article 11.

8.4 The Client declares that he is entering into this contract for purposes exclusively related to his business or professional activity.

8.5 The Publisher/Supplier declares to have collected all the data contained in the Alexander Adv DOOEL Telephone Directories used by the Customer in full compliance with European Regulation 679/2016 and in particular to be in possession of the consent of the subjects present in the Alexander Adv DOOEL Telephone Directories ceded to be contacted for commercial or marketing communications also by third parties, as well as to be in possession of the consent to the assignment or transfer of their data to other subjects also for commercial or marketing purposes having as their object products and/or services also different from those relating to the relationship that originated such consent and falling within the product categories indicated in the information included in the privacy policy.

The Parties mutually acknowledge and guarantee that, as of the date of the Contract, each guarantee is truthful, accurate and not misleading.

## 9. Assignment of the Contract

The Client may not assign any right or obligation arising from this Contract, without the written consent of Alexander Adv DOOEL.

## 10. Confidentiality

10.1 The Parties mutually undertake, also for the period following the termination of the effectiveness of this Contract, to treat as confidential the commercial, organizational and financial information (the "Confidential Information") received for the correct fulfillment of the obligations contained in this Contract and not to disclose it to third parties without the prior

written consent of the other Party nor to use it for purposes other than those provided for in this Contract.

10.2 This confidentiality obligation does not apply to information that is generally known to the public without this having depended on an act or omission of the Party that received it nor to information whose disclosure is required by law and/or by regulatory provisions, by a provision of the Judicial Authority or by a request of the Public Authority in general.

#### 11. Processing of personal data for the purposes of the Contract

11.1 Alexander Adv DOOEL informs the Client that EU Regulation no. 2016/679 and Legislative Decree no. 101/2018 provide for the protection of natural persons with respect to the processing of their personal data. Alexander Adv DOOEL processes the personal data collected by the Suppliers/Publishers for the stipulation of this Contract only as Data Controller, in compliance with the principles of correctness, lawfulness and transparency, protecting the confidentiality of the interested parties; the data that are the object of transmission pursuant to this Contract are processed in the same way. The Client who signs this Contract undertakes to comply with the indications set forth in the current Privacy legislation in processing the personal data that are the object of this Contract, as well as the data of natural persons of which it becomes aware during the fulfillment of the same.

11.2 The Customer who signs this Contract and the related Order Form acknowledges that consent is not required for the processing of his/her data, pursuant to and for the purposes of art. 6, paragraph 1 of EU Regulation 2016/679, since such data are necessary for the fulfillment of the obligations arising from the Contract itself.

11.3 For the purposes of this Contract and the related Order Form, the Customer is considered the independent controller of the processing of personal data, limited to the activities necessary for the performance of this Contract and the related Order Form.

#### 12. General Rules

12.1 Any tolerance by one of the Parties towards the conduct of the other in violation of any provision of the Contract does not constitute a waiver of the rights deriving from the violated provision nor of the right to demand the correct fulfillment of all the provisions of the Contract itself.

12.2 Failure or delay in exercising a right belonging to a Party under the Contract does not imply a waiver of the same.

12.3 The Contract contains the overall agreement reached by the Parties with respect to the subject of the same and prevails over all previous communications, declarations, understandings and agreements, both oral and written, reached by the Parties.

#### 13. Applicable law, competent court and negotiation clause

13.1 This Contract, as well as any other agreement connected to it, will be governed by Macedonian law.

13.2 The Parties expressly agree to submit all disputes relating to this Agreement, including those concerning its interpretation, execution, validity and legal existence to the exclusive jurisdiction of the Court of Skopje, North Macedonia.

13.3 This Agreement has been the subject of express negotiation between the Parties in each of its clauses.

INFORMATION PURSUANT TO ART. 13 OF EUROPEAN REGULATION N. 679/2016  
("GDPR")

Your data is processed by "Alexander Adv DOOEL – for registration purposes and to fulfill contractual obligations, as well as for administrative-accounting purposes, in paper and electronic and/or automated form, in a lawful manner and to protect confidentiality, for the purpose of carrying out this contract, in contexts that do not prejudice personal dignity or for purposes related to Marketing activities.

The provision of the requested data is mandatory in order to proceed with the performance of the services covered by the contract.

The data will not be communicated to other parties, nor will it be disseminated. The categories of persons in charge who will process the data for the aforementioned purposes are those in charge of administration, sales and after-sales service, product marketing, company information systems.

Pursuant to art. 15 GDPR, you may exercise the relevant rights including consulting, modifying, deleting the data or opposing their processing, by contacting the owner at the above address. Similarly, it is possible to request the complete and updated list of data controllers, the list of third parties to whom the data may be communicated and a copy of the complete information notice.

The data controller is the company "Alexander Adv DOOEL" (VAT number:4082017520050) with registered office in Filip Vtori Makedonski 19/2, 1000 Skopje, North Macedonia. Privacy office contacts

See also: Privacy Policy and Cookies Policy.