

## End-User License Agreement

This End-User License Agreement (the "Agreement") governs the general terms and conditions applicable to the supply and use of the Services provided by Etabeta Ltd, a company incorporated under Maltese law, with registered office at Via 3, Advance Business Centre, Triq Guze Flores, Santa Venera, VAT No. MT30678428 (hereinafter "Etabeta Ltd" or the "Supplier"), through the web platform accessible at [www.dbstore.online](http://www.dbstore.online), to individuals classified as professionals or entrepreneurs (hereinafter the "Customer").

The Parties agree that this Agreement is entered into remotely, electronically, and concerns exclusively the supply of digital content without physical media, intended for professional use. The Agreement is governed by Maltese law and is deemed concluded when the Customer, by completing and submitting the online order form and/or activating the Services, declares that he or she has read, understood, and fully accepted its contents.

### 1. DEFINITIONS AND CONTRACTUAL PARTIES

For the purposes of this Agreement, the following terms shall have the meanings indicated below:

**Supplier:** Etabeta Ltd, as owner and operator of the [www.dbstore.online](http://www.dbstore.online) platform, and provider of the Services governed by this Agreement.

**Customer:** The legal entity (business, company, or professional) who, through its authorized representative, accepts these Terms and Conditions and acquires the rights to use the Services for exclusively professional purposes.

**ServiceName** (hereinafter also the Service or Services): The set of features offered through the web platform, including analytics, automated processing, data aggregation, and generation of output based on input provided by the Customer.

**Input Data:** Information, files, or parameters provided by the Client to the platform for processing and generating the relevant output.

**Output Data:** Results generated by the automatic processing of input data, containing information or other elements returned to the Client for strictly professional and interpersonal purposes.

**Partners/List Providers:** Third parties who provide data, content, supplementary services (including through AI), or access to databases used by the Provider to provide the Service. The Provider has verified their suitability with respect to the experience, capability, and reliability required by current provisions regarding the processing and protection of personal data.

This Agreement is entered into between the Parties identified as follows:

Etabeta Ltd, VAT No. MT30678428, with registered office at Via 3, Advance Business Centre, Triq Guze Flores, Santa Venera, represented by its legal representative pro tempore;

The Customer, identified by completing the customer profile available on the platform and represented by its legal representative or a person with appropriate power of attorney.

The Customer declares that it is entering into this Agreement as a business or professional, for purposes exclusively related to its business activity, and undertakes not to use the Services for consumer or non-professional purposes.

### 2. OBJECT OF THE CONTRACT AND DESCRIPTION OF THE SERVICE

2.1. The purpose of this Agreement is for Etabeta Ltd to grant the Customer a limited, non-exclusive, non-transferable and revocable license to access and use the "ServiceName"

Service, accessible via the web platform at [www.dbstore.online](http://www.dbstore.online), within the limits and under the conditions set forth in this document.

2.2. The Service allows the Client to upload Input Data via the platform's web interface for automated processing and generation of Output Data, using proprietary algorithms and/or artificial intelligence models. Such processing may include enrichment, filtering, semantic correlation, and cross-referencing with public or private databases made available by authorized Partners/List Providers.

2.3. The Client acknowledges and agrees that the Services are intended exclusively for professional and interpersonal use. The use of the data obtained for other purposes, such as dissemination, publication, resale, or use not authorized by local regulations, is prohibited under any circumstances.

2.4. The Client acknowledges that the proper functioning of the Service depends on the quality, accuracy, and reliability of the input data provided and the accessibility and updating of the external sources used. Etabeta Ltd does not guarantee the completeness, timeliness, or absolute relevance of the returned data, but is committed to providing a system optimized with the best available technologies.

2.5. The Customer declares that it has previously examined the technical characteristics of the Service and deemed them suitable for its operational needs, excluding any liability of the Supplier for any deviations from subjective expectations not expressly provided for in this Agreement.

2.6. Activation and use of the Service entails full acceptance of the contractual clauses, including those relating to liability, data use, indemnity, license limitations, and local regulatory compliance.

### 3. LICENSE: TERM, ACCESS, LIMITATIONS

3.1. Upon execution of this Agreement, Etabeta Ltd. grants the Customer a limited, non-exclusive, non-transferable, and revocable license to access and use the "ServiceName" Service according to the conditions described herein and in compliance with applicable law.

3.2. The license term is 12 (twelve) months from the Service activation date, or from the date the Customer purchases the credits. Upon expiration of the contractual period, the Service will be automatically deactivated and any remaining credits will be cancelled without the right to a refund.

The Agreement may be renewed upon the Customer's request, based on the commercial conditions in effect at the time of the request.

3.3. If the Customer registers on the platform and accepts the Agreement without purchasing any credit within 7 (seven) days, Etabeta Ltd reserves the right to automatically deactivate the Customer's account, without further disclosure or liability.

3.4. Access to the Service is permitted exclusively using the authentication credentials assigned to the Customer, who is responsible for their safekeeping and use. The Customer agrees not to share the credentials with third parties and to keep them confidential. Any improper use or unauthorized access will be considered a violation of this Agreement.

3.5. The Service may only be used for the duration of the license. The Customer agrees to destroy the downloaded Output Data no later than 30 (thirty) days from the date of download, unless otherwise provided by mandatory legal provisions.

3.6. Any use of the Service, the Output Data, or any element related thereto in violation of applicable laws, third-party rights, or contractual provisions is prohibited. Any non-compliant use will be considered abuse and will entitle the Provider to revoke the license with immediate effect, without prejudice to compensation for any damages.

#### 4. DATA USE AND LIMITATIONS ON USE

4.1. The Client acknowledges and agrees that the Output Data generated through the use of the Service is provided exclusively for professional and interpersonal purposes, with express prohibition on dissemination, communication to third parties, publication, or use in ways other than those provided for in this Agreement.

4.2. The Client is solely responsible for verifying compliance with the use permitted under its national law. In particular, if the Output Data is used for direct marketing, whether by telephone or digital means, the Client undertakes to independently verify the legitimacy of such use under the applicable legislation in its country of reference or in the territories receiving the communications.

4.3. The Client is expressly prohibited from using the Output Data for automated profiling, database enrichment, resale, redistribution, inclusion in CRM, third-party services, or external platforms, unless expressly permitted in writing by Etabeta Ltd.

4.4. Output Data may be retained for a maximum of 30 (thirty) days from the date of download. After this period, the data must be destroyed, deleted, or otherwise rendered unusable.

4.5. The Customer undertakes to maintain the utmost confidentiality regarding the source, content, and use of the information received. The contents of the Service may not be communicated, disseminated, or referred to third parties, nor used in judicial, arbitration, or administrative proceedings, unless expressly authorized in writing by the Provider.

4.6. The Customer is expressly prohibited from directly or indirectly indicating Etabeta Ltd. or its collaborators as the source of the data, nor from generating content or communications that could imply collaboration, approval, or involvement by Etabeta Ltd.

4.7. Any violation, even partial, of the provisions of this article will result in the Customer's obligation to pay Etabeta Ltd. compensation equal to the value of the subscription purchased, without prejudice to the Provider's right to compensation for any further direct, indirect, or reputational damage suffered.

#### 5. CUSTOMER RESPONSIBILITY FOR INPUT DATA

5.1. The Customer declares that it has the full and legitimate right to use the information, data, lists, or files uploaded to the platform for the purposes of providing the Service (Input Data). Where such data contains personal information, the Customer acts as Data Controller pursuant to Regulation (EU) 2016/679 ("GDPR") and undertakes to comply with all obligations under applicable data protection legislation.

5.2. The Customer guarantees that the Input Data has been collected and processed in compliance with applicable regulations and that, where necessary, the prior consent of the data subjects has been obtained in a free, specific, informed, and documentable manner for the purposes justifying the processing carried out through the Service.

5.3. The Customer expressly indemnifies Etabeta Ltd., as well as its Partners/List Providers, from any civil, administrative, or criminal liability arising from the violation, even partial, of provisions regarding the processing of personal data, including any disputes, inspections, or sanctions by supervisory authorities.

5.4. The Customer undertakes to adopt all appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of the Input Data transmitted, including with respect to any subcontractors, employees, or agents under its responsibility.

5.5. If the Input Data provided by the Customer is found to be unlawful, inaccurate, incomplete, or out of date, Etabeta Ltd. reserves the right to suspend the provision of the Service, even without notice, and to terminate the Contract for just cause, without prejudice to the right to compensation for any damages suffered.

## 6. FEE, TERM, AND REFUND POLICIES

6.1. The Customer agrees to pay Etabeta Ltd the price for use of the Service, as indicated in the electronic order form and/or in the commercial offer in effect at the time of purchase. Payment may be made by bank transfer, credit card, or other methods accepted by the platform, under the terms and conditions defined at the time of ordering.

6.2. The Service is provided in the form of credits that can be purchased by the Customer, which constitute the unit of consumption required to access the platform's features. Purchased credits are personal, non-transferable, non-refundable, and cannot be reused outside the validity period indicated in this Agreement. Credits not used by the license expiration date (12 months from the activation date) will be automatically canceled without the possibility of renewal or refund.

6.3. The Customer acknowledges and accepts that, as this involves digital content provided on a non-material medium, the right of withdrawal does not apply to this Agreement, pursuant to and by effect of the applicable legislation on distance contracts, as well as by virtue of the professional nature of the contractual relationship. Specifically, the Service begins with the express approval of the Customer, who agrees to lose the right of withdrawal upon activation.

6.4. Failure to use the Service by the Customer, for reasons attributable to the Customer (such as, but not limited to: non-use, loading errors, misinterpretation of the features), does not entitle the Customer to any refund, compensation, or contractual extension.

6.5. In the event of a breach of the contractual conditions by the Customer, Etabeta Ltd reserves the right to suspend or deactivate the account without notice and without entailing any obligation to refund, even partially, any purchased credits.

## 7. LIABILITY AND INDEMNIFICATION – PARTNERS/LIST PROVIDERS

7.1. Except in cases of willful misconduct or gross negligence, Etabeta Ltd shall not be held liable, under any circumstances, for direct or indirect, financial or non-financial damages suffered by the Customer or third parties as a result of the Customer's use of the Service, including improper or non-compliant use.

7.2. Exclusions of liability include, but are not limited to: loss of data, service interruptions, unavailability of sources, damages for loss of profits, loss of opportunity, or damage to reputation, even if Etabeta Ltd was informed of the possibility of such damages.

7.3. The Customer acknowledges that Etabeta Ltd is not responsible for the ways in which Partners/List Providers have collected, stored, or obtained consent to the processing of personal data from data subjects. Verification of the validity of the consents is the sole responsibility of the aforementioned Partners/List Providers.

7.4. Upon request by the Client or its End Customers, Etabeta Ltd undertakes to request from the Partners/List Providers certifications relating to the granting of consents, or, if necessary, to directly contact the parties for appropriate verification. In any case, Etabeta Ltd assumes no

obligation to independently verify or guarantee the content of the declarations made by the Partners/List Providers.

7.5. Should Etabeta Ltd become aware of irregularities or deficiencies in the consents given by the data subjects whose data was provided, it will promptly inform the Client, who undertakes to immediately cease using the affected data.

7.6. The Customer agrees to indemnify and hold harmless Etabeta Ltd., as well as its Partners/List Providers, from any liability, claim, damage, fine, cost, or expense arising from: illegal, improper, or unauthorized use of the Service; violation of national or international data protection regulations; complaints raised by data subjects, supervisory authorities, or third parties; damage caused to third parties as a result of the use of the Output Data in violation of this Agreement.

7.7. This indemnity obligation also applies to any legal costs, defense expenses, or settlements incurred by Etabeta Ltd. or its Partners/List Providers, arising from judicial, arbitration, or administrative proceedings related to the Customer's conduct.

## 8. CUSTOMER WARRANTIES AND CONDUCT

8.1. The Customer represents and warrants:

- a) that it is a legal entity duly incorporated under the laws of its country;
- b) that the representative signing the Agreement is fully authorized to legally bind the organization;
- c) that there are no pending or anticipated legal actions that could hinder or compromise the fulfillment of the contractual obligations;
- d) that the execution and performance of the Agreement do not violate other contractual obligations or applicable laws.

8.2. The Customer undertakes to use the Service in compliance with the law, good faith, and this Agreement, refraining from any activity that could compromise the proper functioning of the Service or violate the rights of Etabeta Ltd. or third parties.

8.3. The Customer acknowledges that all content, data, and results generated by the Service are strictly confidential. It is expressly forbidden to:

communicate, publish, or distribute the Output Data, even partially, to third parties;  
use them in judicial, civil, criminal, or administrative proceedings;  
share or disclose technical methodologies, result generation criteria, or any other element covered by trade secrets.

8.4. The Customer agrees not to associate the name of Etabeta Ltd in any way—either directly or indirectly—with communications made using data obtained through the Service, nor to present the Provider as the source, guarantor, or partner of the content transmitted. Any violation of this clause will result in automatic compensation equal to the subscription price, without prejudice to the right to compensation for further damages.

8.5. The Customer also agrees not to use the Service to disseminate or promote content that:

- is contrary to public order or morality;
- is offensive, discriminatory, racist, sexually explicit, or violent;
- incites hatred, violence, illegality, or discrimination;
- infringes copyright, trademark, or intellectual property rights;
- contains malware or harmful IT tools.

8.6. Violation of these provisions, even by third parties appointed or associated with the Customer, will result in the immediate suspension of the Service and Etabeta Ltd.'s right to terminate the Agreement for just cause, reserving the right to seek damages.

8.7. The Customer declares that it is entering into this Agreement exclusively for purposes related to its professional activity, expressly excluding any application of the legislation regarding contracts with consumers.

#### 9. ASSIGNMENT, FINAL CLAUSES, AND TOLERANCE

9.1. The Customer may not assign, in whole or in part, this Agreement, or any rights or obligations arising hereunder, without the prior written consent of Etabeta Ltd. Any unauthorized assignment will be void, and Etabeta Ltd reserves the right to claim compensation for any damages incurred.

9.2. Any tolerance by Etabeta Ltd of Customer behavior contrary to the provisions of this Agreement shall not be construed as a waiver of rights arising from the breached clauses, nor as tacit acceptance of future breaches.

9.3. The failure or delay by Etabeta Ltd in enforcing one or more contractual clauses shall not constitute a waiver of the related rights, which may be asserted at any time.

9.4. This Agreement constitutes the sole and complete agreement between the Parties relating to the subject matter hereof and cancels and replaces any prior understanding, agreement, or communication, whether written or oral, between the Parties on the same subject matter.

9.5. If any provision of the Agreement is held to be void or unenforceable due to conflict with mandatory provisions, such invalidity shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect between the Parties.

#### 10. CONFIDENTIALITY

10.1. The Parties mutually undertake to treat as strictly confidential all information of a commercial, technical, organizational, economic, or otherwise sensitive nature ("Confidential Information") that they become aware of during the conclusion and performance of this Agreement.

10.2. Unless otherwise required by law, the Parties undertake to:

- a) not disclose, publish, communicate, or make accessible to third parties, in any form, the Confidential Information received;
- b) not use the Confidential Information for purposes other than those strictly necessary for the performance of this Agreement;
- c) adopt any measures necessary to protect the Confidential Information from unauthorized access, loss, or unlawful processing.

10.3. The above confidentiality obligations do not apply to information:  
that has become public knowledge through no fault of the receiving Party;  
that the receiving Party demonstrates having already legitimately known prior to its disclosure;  
whose disclosure is required by law, regulation, judicial order, or request from public authorities.  
In such case, the Party obligated to disclose will promptly notify the other Party, where possible.

10.4. The confidentiality obligation set forth in this Article shall remain in effect even after the termination of this Agreement, for a period of at least 5 (five) years, unless otherwise provided by law.

10.5. Any breach of confidentiality obligations by the Customer will result in liability for all direct and indirect damages suffered by Etabeta Ltd and will entitle the Customer to immediate termination of the Agreement for just cause.

## 11. PROCESSING OF PERSONAL DATA

11.1. Etabeta Ltd informs the Customer that, pursuant to Regulation (EU) 2016/679 ("GDPR"), the personal data processed under this Agreement will be processed lawfully, transparently, and proportionately, in compliance with the principles of data necessity, data minimization, and security.

11.2. The Customer, in its capacity as Data Controller, appoints Etabeta Ltd as Data Processor pursuant to Article 28 of the GDPR, for processing activities related to the provision of the Service. This appointment is expressly accepted by Etabeta Ltd by signing or adhering to this Agreement.

11.3. The assigned processing includes, but is not limited to: the collection, processing, storage, correlation, and transmission of data, including via APIs, as well as the use of automated tools for analysis and output generation, exclusively for purposes related to the provision of the Service.

11.4. Etabeta Ltd undertakes to:

- a) process personal data exclusively in accordance with the Data Controller's documented instructions;
- b) ensure that persons authorized to process data are committed to confidentiality;
- c) adopt appropriate technical and organizational measures to guarantee the security, integrity, and availability of the processed data;
- d) cooperate with the Data Controller to fulfill the obligations arising from Articles 32-36 of the GDPR;
- e) promptly inform the Data Controller in the event of a personal data breach or requests from data subjects.

11.5. Etabeta Ltd is authorized to use subprocessors to perform specific technical or instrumental activities. In this case, Etabeta Ltd guarantees that these parties:

are contractually bound to the same confidentiality, security, and compliance obligations as set forth in this Agreement;

provide sufficient guarantees in terms of appropriate technical and organizational measures;

are subject to contractual liability towards Etabeta Ltd.

11.6. Etabeta Ltd undertakes to notify the Customer of any appointment or replacement of sub-processors with adequate notice, in order to allow the Data Controller to exercise any rights of objection within the terms provided by the GDPR.

11.7. The Parties acknowledge that, for personal data provided by the Customer for contractual purposes (e.g., company contact details, identification data of the legal representative), specific consent is not required, as this processing is necessary for the performance of the Contract, pursuant to Article 6, paragraph 1, letter b) of the GDPR.

11.8. Etabeta Ltd has developed and manages the technological platform necessary for the provision of the Service, but does not directly access the data used to compare the Customer's Inputs. Such comparison data is processed exclusively by Partners/List Providers through specific API services, under their own independent ownership or as duly designated sub-processors.

11.9. The Input Data provided by the Customer are processed by Etabeta Ltd exclusively for the time strictly necessary to generate the related Output Data and, except as required by law, are not stored, archived or reused for further purposes.

## 12. APPLICABLE LAW AND JURISDICTION

12.1. This Agreement is governed by the laws of Malta, excluding any reference to conflict of laws rules or the 1980 Vienna Convention on Contracts for the International Sale of Goods.

12.2. For any dispute relating to the interpretation, execution, validity, termination, or termination of this Agreement – or in any way connected thereto – the Parties expressly agree to the exclusive jurisdiction of the Court of Santa Venera (Malta).

12.3. The Parties acknowledge that each clause of this Agreement has been read, understood, and specifically accepted and that the Agreement as a whole is the result of negotiations between professionals of equal contractual standing.