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## PROTECTION OF PERSONAL DATA

CONCIPIT1248 recognizes the protection of personal data as a fundamental right. The personal data of those who interact with the web services of the Site will be treated in compliance with the rules dictated by Regulation (EU) 2016/679 ('GDPR') and by Legislative Decree 30 June 2003, n. 196 and subsequent amendments.

The collection, use and sharing of the User's personal data are subject to the Privacy Policy [←](#) hyperlink to another section (which includes the Privacy Policy and the Cookie Policy) and related updates.

## Limitation of liability

THE CONCIPIT PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN

IF THE CONCIPIT PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE CONCIPIT PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

To the extent permitted by law, CONCIPIT1248 and its affiliates (and the parties with whom CONCIPIT1248 works to provide the services) (a) do not acknowledge any implied warranties and assurances (for example, warranties regarding merchantability, fitness for a specific purpose accuracy of data and absence of violations); (b) do not guarantee that the services will function without interruptions or errors and (c) provide the Services (including the contents and information) "as is" and "as available".

Within the limits permitted by law (and unless CONCIPIT1248 has entered into a separate written agreement), CONCIPIT1248 and its affiliates (and the parties with whom CONCIPIT1248 works to provide the services) will not be liable to you or any third party in for indirect, incidental, special, consequential or punitive damages or for any loss of data, opportunity, reputation, profits or revenue related to the Services (for example, offensive or defamatory statements, downtime or loss, use or changes in the information or content).

CONCIPIT1248 is not responsible for the content of any other website through which - through a hyperlink - the User has reached the Site, and of the websites accessible - via hyperlinks - from the Website itself. CONCIPIT1248 is in no way responsible for any loss or damage suffered by the User for any reason as a result of access by the same to websites to which the Site is connected via hyperlink.

## Indemnification

You agree to defend, indemnify, and hold harmless the Concipit Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any Claim.

The present general conditions of use constitute the contract ("Contract") between the affiliated company ("Merchant") and CONCIPIT. The Contract is concluded when the contracted company notifies its acceptance by online subscription.

CONCIPIT is a company incorporated in the United Kingdom (UK) with registered office at 5 Rockware Avenue UB6 0AA Greenford (UK) and the CONCIPIT1248 brand runs a shopping community that allows affiliates (hereinafter referred to as "Aderenti" or in the singular "Aderente") to obtain advantages by purchasing products and services from affiliated companies ("Merchant") in the [www.concipitshop.com](http://www.concipitshop.com) portal, or through an App that can be downloaded from the main online stores.

The Merchant gives the broadest guarantee of not being subject to any legal, contractual or any kind of limitation in relation to the conclusion and execution of this Contract, and to possess the debit powers of signature and representation. Upon joining online, the Merchant will provide CONCIPIT with the name and contact details of the responsible contact person, provided with representative powers. Any changes to the contact person, including your contact details, must be communicated immediately to CONCIPIT.

### 1. DESCRIPTION OF THE SERVICES

CONCIPIT provides the Merchant with the following services ("Services"):

- a portfolio of electronic money ("Wallet"), in which the Merchant receives and manages the funds;
- a payment service that allows the Merchant to receive payments, even in recurring mode, from subjects who use electronic money ("Aderent").

The Merchant Wallet is not a deposit account. The funds held in the Wallet do not generate any interest and will be transferred by the latter to a separate bank account that cannot be attacked by the creditors of CONCIPIT in the event of the latter's insolvency.

## 1.1. Terms of use of the Services

### 1.1.1. Operations

The Merchant agrees to: (i) accept payments by the Adherents made through the tools referred to in the following articles 1.1.2, 1.1.3 and 1.1.4; (ii) arrange, also through automated systems, the request for payments to the Adherents (the "Transactions"). These Transactions may be carried out at physical and online Merchant stores, through the use of multiple solutions, both through online and social channels, e-commerce, mobile applications, as well as through vending machines and / or additional solutions that may be from time to time developed (the "Shops").

The Merchant must refrain from charging the Aderenti higher prices than those required from his other customers and must, in particular, guarantee that the Aderenti are also granted all special discounts (for example, seasonal sales or stock liquidation).

For the entire duration of this Agreement, the Merchant will still be allowed to enter into collaboration agreements with companies operating in the same sector of CONCIPIT (discount program, consumer purchasing community, etc.).

### 1.1.2 Portal

In order to use the Services, the Merchant must activate a Business profile on the Portal of CONCIPIT [www.concipitshop.com](http://www.concipitshop.com) ("Portal"). The activation of the profile, as well as the deactivation, are completely free.

Through the use of the Portal, the Merchant is able to access the balance of its Wallet and the history of its Operations, including: (i) the amount of each Transaction; (ii) a reference enabling the identification of payer and payee; (iii) the crediting date of each Transaction.

Through the Portal, the Merchant can also structure its Shops, so as to allow the Adherents to make payments. The Portal provides the Merchant with the necessary instructions to connect the devices (such as, for example, smartphones, tablets, PCs, cash registers or P.O.S.) and / or to integrate software solutions for receiving payments in stores.

The Merchant guarantees that the products and services offered through the Portal are not subject to a prohibition of discount prescribed by law. The Merchant will indemnify and hold CONCIPIT harmless from any claims made by third parties for any of its culpable violations of a possible ban on discounts.

#### 1.1.3. Business application

In order to approve certain Operations in Shops, the Merchant must install the CONCIPIT1248 Business application ("App Business") on a compatible device, completely free of charge.

The Merchant can check the list of compatible platforms for which the App is available on the Portal.

#### 1.1.4. API

In addition to the Business App, CONCIPIT will eventually be able to provide the Merchant with a web-service interface (the "APIs") to allow the integration of software solutions for receiving payments in the Shops via the API. The related technical



documentation, including information on software compatibility, is made available and, from time to time, updated on the Portal.

#### 1.1.5. Business Suite

CONCIPIT grants the Merchant a non-exclusive, non-transferable and free license to use the Portal, the Business App and the APIs (collectively called "Business Suites") in accordance with this Agreement and the rules and policies of the platform from which the Merchant use or have downloaded the Business Suite. This license will govern software developments and updates that CONCIPIT will make available, unless it releases a new license at the time of the update. The software must be installed by the Merchant on special devices at its own expense.

When a Member uses the Portal or the CONCIPIT App or API for a purchase, the related data (Transaction ID; details of the seller and the customer; sold goods; purchase date and amount) are automatically recorded. Payments will be sent automatically to an SFTP server provided by CONCIPIT.

The Merchant undertakes to maintain a continuous Internet connection for the devices used for recording purchase data (eg WLAN or mobile network for mobile devices) and to guarantee the recording and transmission of all purchase data at least daily.

CONCIPIT reserves the right to develop additional software solutions (app or fixed) that can integrate or replace existing ones.

The Merchant undertakes not to distribute, publish or otherwise transfer the Business Suite to third parties. The Merchant also acknowledges that the Business Suite was not created solely for its own needs but was developed for general use.

When the Merchant downloads and uses the Business Suite through its Internet connection, CONCIPIT has access to the information of the device used by the Merchant, such as the IP address, the name of the device, the version of the operating system and the geolocation data.

The Merchant agrees not to:

to. translate, adapt, vary, modify, violate, circumvent, reverse engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the Business Suite, or assist another person in doing so;

- b. use the Business Suite illegally, for illicit purposes, in any way not in accordance with this Agreement, or act fraudulently or maliciously (for example by entering data, applications or code that could cause damage to the Business Suite or to the operating system of the device used);
- c. collect information or data from the Business Suite or from the CONCIPIT systems or attempt to decipher any transmission to or from the servers that provide the Services;
- d. upload any content that is or may be considered violent, threatening, likely to incite racial hatred, in violation of confidentiality or privacy, discriminatory, defamatory, offensive, illegal, pornographic, obscene, indecent, blasphemous or that may cause nuisance or uncomfortable.

CONCIPIT may interrupt the use of the Services by the Merchant, including the use of the Business Suite, if the Merchant uses it for illegal or immoral purposes or commits a substantial or repeated violation of this Agreement.

If the Merchant decides to renounce CONCIPIT, it is required, for reasons of privacy / security, to remove the Business Suite from all devices.

CONCIPIT may from time to time update or modify the Business Suite:

- to. in order to comply with regulatory or regulatory changes; and / or
- b. to implement minor technical adjustments and improvements.

CONCIPIT will inform the Merchant when updates for the Business Suite will be available. Some of these updates may be mandatory if you intend to continue using the Business Suite; and some older versions of the Business Suite may become obsolete or cease to operate over time.

The failure to contest, by CONCIPIT, violations of this Contract by the Merchant must not be considered as acquiescence. Likewise, failure to exercise CONCIPIT's rights under the terms of this Agreement should not be understood as a waiver of such rights.

The obligations covered by this agreement are to be considered valid, where applicable, for each user that is designated by the Merchant to operate with the Business Suite.

#### 1.1.6. Availability of the Business Suite

Occasionally, CONCIPIT may need to perform scheduled maintenance of the Business Suite. In such situations, all or some of the functions of the Merchant Business Suite may be temporarily unavailable, therefore CONCIPIT1248 makes sure to give adequate notice before this type of activity is performed. In the event of unscheduled maintenance (for example, a technical fault or a system error) CONCIPIT will do everything possible to restore the Merchant's service as quickly as possible.

CONCIPIT cannot be held responsible for any consequence deriving from the unavailability of the Business Suite as a result of any technical problem that is not attributable to it. This includes the unavailability of connectivity and technical problems with Merchant devices.

#### 1.1.7. Business Suite security

To access the Business Suite, the Merchant is required to create and use certain security credentials, such as user name and password. The Merchant is responsible for the custody of its devices and must prevent third parties from accessing the Business Suite without its authorization.

The Merchant must take all the necessary precautions to avoid the loss, theft or unauthorized use of its devices and / or security credentials. The Merchant must not disclose any details relating to the Services to third parties, except when necessary to authorize a Transaction.

If the Merchant suspects that the Wallet or security credentials have been violated, it must inform CONCIPIT as soon as possible. It is necessary for the Merchant to keep its security data safe without disclosing it. Failure to comply with these rules is considered to be a form of gross negligence and may invalidate the possibility of claiming compensation for any losses incurred.

#### 1.2. Approval of Operations

If a Transaction must be approved (i) by the Merchant, the Merchant has the possibility to refuse it if the amount indicated by the payer does not correspond to the price of the

goods or services object of the payment; (ii) by the Member, he has the possibility to refuse it for any reason.

Once the operation has been approved, consent to its execution cannot be revoked.

In the event of recurring payments, the Member consents to execute recurring payment transactions according to the methods agreed between the Member and the Merchant. In these circumstances, the Transaction is deemed approved if the Member has the funds available to make the recurring payment on the date agreed between the Member and the Merchant.

The Adherent has the right to revoke his / her consent for future Transactions at any time with immediate effect, it being understood that no reimbursement will be due for the Approved Transactions that have already been carried out in compliance with the terms agreed between the Member and the Merchant. In the event of a breach of the terms agreed between the Member and the Merchant, the remedies available by CONCIPIT with respect to the Merchant shall remain unaffected.

### 1.3. Currency and transaction execution time

All Transactions are executed in Euro currency.

Upon approval of the Transaction by the Member from its App, CONCIPIT will immediately credit the relevant amount to the Wallet, less its compensation as per article 3, and the Merchant will be able to verify the payment in real time through the use of the Business Suite.

## 2. ACTIVATION OF SERVICES

In order to activate the Services it is necessary that the Merchant register for free on the Portal or on the Business App providing the requested information. This information is used to provide the Services and to allow CONCIPIT to identify the Merchant and the Wallet in the event of embezzlement. CONCIPIT keeps this information only for the time strictly necessary and for the purposes described in this article and in the following article 10.

CONCIPIT, to verify the identity of the Merchant, may request him to provide documentary evidence that demonstrates his identity and can carry out such checks electronically.

CONCIPIT may not activate the Services or refuse, suspend or limit access to the Services in the event that: (i) it is not possible to obtain from the Merchant and verify the information and documents necessary to perform the checks; (ii) CONCIPIT believes that the results of the checks are not satisfactory based on the obligations imposed by the law; (iii) the provision of Services to the Merchant may prejudice the business and reputation of CONCIPIT and / or expose CONCIPIT to any danger or risk of loss or liability to it.

On successful completion of internal controls, CONCIPIT will make the Services available to the Merchant.

If CONCIPIT requires the Merchant to supply the aforementioned documents, the latter will not be able to avoid producing them.

The Merchant may have only one Wallet under this Agreement.

### 3. LIQUIDATION OF COMPENSATION IN FAVOR OF CONCIPIT

The remuneration in favor of CONCIPIT is agreed between the parties before the activation of the Services, in a percentage measure on the amount of the Transactions, as recorded and transmitted pursuant to and for the purposes of Article 1.1.5.

CONCIPIT will withhold the agreed percentage directly from the purchase consideration paid by the Member, before proceeding to the credit on the Wallet.

CONCIPIT undertakes to send the Merchant an invoice of the fees received (including a detailed report) once a month.

Any disputes regarding the transactions and compensation paid to CONCIPIT must be raised within 7 days of receipt of the invoice: in default, CONCIPIT will not accept cancellation requests.

### 4. COMMUNICATIONS

The Merchant can contact CONCIPIT using the "Contact Us" feature in the Business Suite. Alternatively, the Merchant can contact CONCIPIT at the email address: support@concipitshop.com or by mail at the address: 5 Rockware Avenue UB6 0AA Greenford (UK).

CONCIPIT can contact the Merchant through the Business Suite, via e-mail or by mail, using the data provided by the Merchant in the Portal.

Should these data change, the Merchant must promptly inform CONCIPIT.

## 5. SUSPENSION OF SERVICES

CONCIPIT may suspend the use of the Services by the Merchant if it has reasonable doubts about the security of the Wallet or suspects that the Services are used in a fraudulent or unauthorized manner or that the Merchant has violated its contractual obligations. In such cases the Merchant will not be able to use the Business Suite to perform any Operation.

The Merchant will be informed of this suspension and the reasons underlying it as soon as possible, unless this can reasonably compromise the security measures or is contrary to the law.

CONCIPIT can revoke this suspension and, if necessary, release new security codes as soon as possible, as soon as the reasons that led to the interruption of the Services have ceased.

## 6. DISPUTES OF OPERATIONS

### 6.1. Unauthorized and / or incorrectly performed operations

If the Merchant considers (i) that an Operation has been performed incorrectly or (ii) that it has received amounts for an Operation that has not been authorized, it must immediately contact CONCIPIT in order for it to conduct an investigation into this.

CONCIPIT will take care of this dispute within 48 hours. CONCIPIT will notify the Merchant as soon as possible of the outcome of its investigation.

If CONCIPIT considers or suspects that the Merchant has received amounts for a Transaction that has not been authorized or carried out correctly or deems necessary to carry out investigations for reasons linked to the prevention of fraud or other crimes, it will immediately conduct an investigation. As a rule CONCIPIT will inform the Merchant about the start of the investigation and, if it deems it appropriate, will require the latter to provide information on the transactions being investigated and / or to complete a dispute form and to provide the related documentation for support.

If the outcome of the investigation shows that the Operation has not been authorized or has been performed incorrectly or that it is contrary to the law, CONCIPIT may cancel it and demand the restitution of the amount by the Merchant.

If within 5 days of the refund request, CONCIPIT has not received the full refund, the latter is authorized, without having to request any consent, to withdraw the amount due by performing a direct debit on the Wallet Merchant banking current.

The Merchant can be held responsible for the losses suffered by CONCIPIT in relation to the disputed Transaction, including, by way of example and not limited to, the costs incurred for the initiation and conclusion of the investigation.

CONCIPIT will inform the Merchant about the request for reimbursement on time.

## 6.2. Liability of the Merchant

The Merchant is considered liable for all losses due as a result of unauthorized Transactions, if it has acted fraudulently or has failed to act, with intent or gross negligence.

## 6.3. Refusal to perform a transaction

Under certain circumstances, CONCIPIT may refuse the Merchant's request to execute a Transaction. This can happen in cases where:

- CONCIPIT has reasonable doubts about the security of the Wallet or suspects that the Services have been used in a fraudulent or unauthorized manner;
- CONCIPIT has reasonable grounds to believe that the Merchant is acting in breach of this Agreement; or
- in the presence of a legal obligation.

Unless there is a law prohibition, in case of refusal to perform a Transaction, CONCIPIT will promptly notify the Merchant, indicating the reasons for such refusal as well as, where necessary, the procedure to correct any material errors that have determined the decline.

## 7. DURATION AND TERMINATION OF THE CONTRACT

The Contract is stipulated for an indefinite period.

The Merchant can withdraw from the Contract at any time, with 30 days' notice, by sending a communication pursuant to article 4.

CONCIPIT may terminate this Agreement with immediate effect in the following cases:

- if the Merchant does not provide all the information that CONCIPIT needs to activate the Services;
- if the Merchant does not have the right to open the Wallet or use the Services;
- if the Merchant violates a relevant part of (or repeatedly the) Contract and does not remedy its behavior within 10 days;
- if the Merchant uses the Services in a way judged by CONCIPIT as malicious or illegal;
- if the Merchant is subject to bankruptcy, termination, insolvency, liquidation, forced or voluntary administration and / or other procedure similar to the above;
- if CONCIPIT believes that the provision of Services to the Merchant could prejudice the business and reputation of CONCIPIT and / or expose CONCIPIT to any danger or risk of loss or liability to it;
- if the Merchant presents to the Adherents the prospect of granting them an advantage for not making the purchase through the Portal, contrary to their initial intention;



- if this is required by law.

In any other case, CONCIPIT can withdraw from the Contract without giving any reason, with 30 days' notice, by sending a communication pursuant to article 4.

In the event of termination of the Contract, CONCIPIT will deactivate access to the Merchant Services and the latter will be required to remove all communication material (such as, for example, stickers and leaflets), immediately returning CONCIPIT all documents sent to layout.

Any unused balance in the Wallet will be automatically refunded to the Merchant, unless permitted by law.

## 8. LIABILITY OF CONCIPIT<sup>1248</sup> AND LAW OF MANLEVA

CONCIPIT is not responsible for the safety, legality, quality or any other characteristic of the goods and services purchased using the Services. Any complaints between the Merchant and the Member must be resolved directly by them.

Should a Member or third party make claims, questions, actions, claims against CONCIPIT for acts and / or omissions attributable to the Merchant, due, for example, to negligence or default, the latter undertakes to indemnify and hold harmless CONCIPIT from such claims, questions, actions and claims, regardless of their merits.

To the extent that the liability of CONCIPIT is limited or excluded, the restrictions and exclusions are understood to be applicable and extensible by common agreement of the parties also to the personal responsibility of the legal representatives, employees and possible employees or collaborators of CONCIPIT.

CONCIPIT is not liable in case of violation of this Contract due to causes of force majeure not attributable to it, against which it could not have objected.

CONCIPIT is not liable in the event of violation of this Agreement due to compliance with its legal obligations.

## 9. MODIFICATIONS TO THE CONTRACT

Any changes to this Agreement will be presented to the Merchant with a 30-day notice with respect to their effectiveness, with the exception of changes that are required by law or those that do not affect the rights and obligations of the Merchant, which will immediately become effective. This will allow the Merchant to evaluate the changes that require prior communication and, if they disagree with them, to terminate the Contract pursuant to Article 7.

A copy of the most current version of this Agreement will be available at any time in the Business Suite.

## 10. POLICY ON CONFIDENTIALITY AND TREATMENT OF PERSONAL DATA

CONCIPIT is the data controller of the personal data of the Member and manages and protects them in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the protection of natural persons with regard to the processing of personal data , as well as the free circulation of such data ("GDPR") and other applicable laws regarding data protection (the "Applicable Privacy Provisions").

Upon conclusion of the Contract, the Merchant authorizes CONCIPIT to transfer its personal data, pursuant to and for the purposes of the GDPR, to third parties or other subjects whose involvement is necessary for CONCIPIT in order to provide its payment services , including third parties appointed by CONCIPIT pursuant to agreements concluded regarding data processing and pursuant to the privacy policy. CONCIPIT will guarantee that they are subject to confidentiality obligations equivalent to those applicable to it pursuant to Italian laws and the privacy policy. The Merchant that receives from CONCIPIT, in relation to its Services, personal data relating to other subjects will be required to respect confidentiality obligations equivalent to those applicable to CONCIPIT.

The Merchant's personal data will not be used for reasons related to sales or marketing by parties other than CONCIPIT or by companies in its group. CONCIPIT does not transfer information relating to the Merchant to third parties unless the latter has given its consent for this purpose or that this is required by law (by way of example for reasons related to the prevention of fraud or other crimes).

It is the Merchant's sole responsibility to ensure that all personal data that the Member shares with the latter during the execution of a Transaction is managed and protected in accordance with the Applicable Privacy Provisions and with Italian laws.

The Merchant agrees to communicate to CONCIPIT as soon as possible any modification of the data in its possession and to provide CONCIPIT, upon request, with any further information that it may deem useful for maintaining a business relationship and / or required by law or applicable regulations.

The Merchant has the right to request CONCIPIT, in written form, details about the personal information held on its account and to request the correction of any incorrect data. Where permitted, CONCIPIT may request a payment for the performance of this service.

The use of the CONCIPIT / CONCIPIT1248 Business Suite is subject to the privacy policy and the Cookie policy available on the Portal.

CONCIPIT will collect and process the personal data relating to the Merchant pursuant to the privacy policy available on the Portal, which the Merchant declares to share by accepting this Agreement.

It is understood that the obligation of secrecy and global confidentiality will remain in place even after the expiration and / or termination of the Contract.

## 11. INTELLECTUAL PROPERTY RIGHTS

All content in the Business Suite (including related material such as codes, software and databases), copyright and other intellectual property rights, unless otherwise specified, belong to CONCIPIT or have been granted by the latter under license. All the contents of the Business Suite are protected by Italian laws and international treaties on intellectual property.

Intellectual property rights means, by way of example, copyright, trade marks, service marks, design rights (whether registered or not), patents, know-how, industrial secrets / commercial, inventions, set-up, database rights and any requests for the protection or registration of such rights and all their renewals and extensions existing in every part of the world, already existing or created in future, for which the licensor may be entitled.

## 12. REFERENCES, ADVERTISEMENT AND USE OF THE LOGO

The Merchant agrees that, from the moment of stipulation of the Contract, CONCIPIT can indicate the Merchant itself as a reference in the following media: website [www.concipitshop.com](http://www.concipitshop.com), App of CONCIPIT, other social channels used by the same, videos, presentations, product brochures and stands, banners, roll-ups and displays for trade shows, exhibitions and conferences.

CONCIPIT will have the right to advertise the Merchant in relation to the presentation of the Portal and to deal with other promotional activities. The Merchant accepts and agrees that its data, trademarks, company name and other distinctive signs are used by CONCIPIT for advertising purposes in relation to the Portal.

For the duration of this Agreement, the Merchant will, in turn, have the right to use the name CONCIPIT in order to designate itself as a partner company and to use text and graphic elements provided by CONCIPIT (the "communication material") under the conditions indicated below.

CONCIPIT reserves the right to make additions or changes at any time or to limit the availability of the communication material provided. The communication material must always be published in its entirety. The publication and / or reproduction of mere extracts is forbidden. The Merchant cannot claim any claim, reason and / or right on the availability of the communication material, on a specific format or on a specific area of such material.

In case of publication of the communication material provided on the Merchant's website, a clear and explicit indication must be given that it is not an official website of CONCIPIT and that its content reflects the personal opinion of its creator and not it must never be understood as official declarations made by and / or attributable directly to CONCIPIT.

CONCIPIT grants the Merchant the non-exclusive, non-transferable and always revocable right to present the communication material to the public on advertising media used by it for the sole duration of this Agreement. Any violation by the Merchant of this article will cause the termination of the contract by law.

The Merchant must also post the advertising material provided for Point of Sale use in clearly visible points in the entrance area and in the cash register area.

### 13. PARTIAL INVALIDITY

In the event that one or more articles or provisions of this Agreement are to be considered unlawful or unenforceable, in whole or in part, as a result of legal provisions, this article or provision or part of it is to be considered as not forming part of the Contract. In this case, the validity and applicability of the rest of the Contract are not affected.

## 14. ASSIGNMENT

The Merchant is not entitled to assign this Agreement or the rights and obligations established between the parties under this Agreement to third parties, without the prior written approval of CONCIPIT.

The Merchant agrees that CONCIPIT may assign this Agreement or the credits that derive from it to third parties. If CONCIPIT has this transfer, it will promptly notify the Merchant.

## 15. APPLICABLE LAW AND JURISDICTION

Any dispute regarding the existence, validity, interpretation and / or execution of this Agreement will be governed by Italian law.

The Parties agree that the resolution of these disputes will be referred to the jurisdiction of the Court of Tallin.

## 1. INTRODUCTION

The present general conditions of use (hereinafter the "General Conditions") govern the use of the website [www.concipit1248.com](http://www.concipit1248.com) (hereinafter the "Site") and of the mobile application CONCIPIT1248 (hereinafter "App"), owned of and subsidiaries.

CONCIPIT1248 carries out its activities (also) through a platform that offers its Adherents the possibility of making savings by purchasing the products and / or services of its commercial partners (the "Merchants") on the portal [www.concipitshop.com](http://www.concipitshop.com) and also to receive compensation (in the form of "Cashback") as a percentage of the value of one's purchases and those of third parties presented by the Member (in the form of a bonus).

Members registered pursuant to Article 3. who access the Site or App and / or purchase products and / or services through the [www.concipitshop.com](http://www.concipitshop.com) portal or the App, agree to be bound by these General Conditions, in the current version upon accessing the Site or the App.

The Site and the App may only be used for personal reasons and in accordance with these General Conditions.

## 2. DURATION OF THE CONTRACT

The duration of this contract is unlimited. Any party can withdraw from the contract at any time by sending an e-mail to the other party. To this end, the parties indicate the following e-mail addresses for communications:

CONCIPIT1248: [support@concipit1248.com](mailto:support@concipit1248.com)

Member: the email address displayed in the Member's profile at the time of communication.

## 3. CONDITIONS FOR REGISTRATION

To register and browse the Website, to use the App and to take advantage of the contents and services provided by CONCIPIT1248, the following requirements are required: to be a natural person; be over 18; have the capacity to act; have access to the Internet and an e-mail address; complete the registration form, accepting the General Conditions; accept the Privacy Policy and Cookies.

The Adherents are held responsible in all cases for the truthfulness and accuracy of the data they provide and can modify them at any time by accessing their account.

Only one registration per person is allowed. If CONCIPIT1248 identifies that a Member has more than one account, he will cancel all additional profiles without prior notice to the Affected Member.

Once you have completed all the mandatory fields on the Member profile page, you will be able to access every area of the Site and carry out transactions and / or operations on the Site, on the App and on the portal [www.concipitshop.com](http://www.concipitshop.com) (hereinafter referred to as "Services" on the whole).

## 4. MODIFICATION AND CANCELLATION OF PERSONAL DATA AND PARTICIPANT INFORMATION

Registered Members may exercise their right to access, rectify, cancel or oppose the use of their data by writing to the following address by sending an e-mail to:

[support@concipit1248.com](mailto:support@concipit1248.com)

The deletion of these data means that they will be blocked and cannot be processed or displayed by anyone, even if they can be memorized in order to respect the legal and fiscal obligations of CONCIPIT1248.

## 5. EXEMPTION FROM LIABILITY

At no time will CONCIPIT1248 be held responsible for any malfunctions in accessing the Internet, the Services or the registered Member's account.

## 6. LIMITATION OF LIABILITY

The Contractor declares to accept that, with the sole exclusion of the cases of gross negligence or fraud, CONCIPIT1248 cannot under any circumstances be held liable for any damage that may be caused to the Member as a result of using the Services, as the Single member responsible for verifying that transactions made through the Services are correct.

The responsibility of CONCIPIT1248 can in no case be greater than the amounts paid by the Member in relation to the operations carried out on the Site, on the App or on the portal [www.concipitshop.com](http://www.concipitshop.com) (hereinafter "Portal").

CONCIPIT1248 and its employees and third parties who have participated in the creation, production or distribution of the Site, the App and the Portal do not accept any responsibility for any direct, indirect, specific or implicit damage of any nature that may arise to third parties from the use of the Services or inability to use them, including damage caused by computer viruses or server malfunctions.

## 7. SUSPENSION OR INTERRUPTION OF THE SERVICES

CONCIPIT1248 reserves the right to prohibit access to the Services at any time and without notice in the event of fraudulent, proven or alleged use, and in all cases where their use violates these General Conditions.

## 8. PUBLISHED BUSINESS INFORMATION

CONCIPIT1248 guarantees that it has been previously authorized by the Merchant to: (1) use the images, the brand names and the distinctive signs published; and (2) publish the offers of their products and services on the App or Portal, the result of previously signed commercial agreements.

CONCIPIT1248 informs the Adherents that these images are indicative and do not necessarily represent the advertised product or service faithfully.

CONCIPIT1248 cannot be held responsible for the content of the information published on the App or on the Portal, since this is provided directly by the Merchants.

## 9. LINKS TO OTHER WEBSITES

The Services may contain links to other websites belonging to third parties. CONCIPIT1248 has no control over these websites and therefore has no responsibility for their content and the accuracy, integrity or quality of the information they contain. Members must therefore address any questions or concerns regarding third-party links to the administrator or the owner of such sites.

## 10. INTELLECTUAL PROPERTY AND TRADEMARKS

All content on the Services (including related material such as codes, software, databases, photographs, images, texts, logos, drawings), copyright and other intellectual property rights, where not otherwise specified, belong to CONCIPIT1248 or have been licensed by the latter and are protected by Italian laws and international treaties on intellectual property.

Intellectual property rights means, by way of example, copyright, trade marks, service marks, design rights (whether registered or not), patents, know-how, industrial secrets / commercial, inventions, set-up, database rights and any requests for the protection or registration of such rights and all their renewals and extensions existing in every part of the world, already existing or created in future, for which the licensor may be entitled.

Members are strictly prohibited from copying, reproducing, adapting, modifying, distributing, marketing, transmitting, in whole or in part, the aforementioned contents and / or carrying out any other action that could lead to a violation of the laws in force concerning intellectual property and / or industrial.

## 11. CONFIDENTIALITY CLAUSE

The Contractor will process all data, information or documents that may be provided by CONCIPIT1248 in the strictest confidence, including those that refer to third parties and include all information that may come to their knowledge in the use of the Services, and ensures that such Information will not be disclosed or used for purposes or uses other than those directly related to such activities.

This confidentiality obligation does not apply to information in the public domain.

## 12. LIMITATIONS ON THE USE OF THE SERVICES



The Member agrees to use the Services only in the manner and for the purpose set out in this contract, with the technical limitations inherent to them.

The Member agrees not to:

to. translate, adapt, vary, modify, violate, circumvent, reverse engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the Services, or assist another person in doing so;

b. use the Services illegally, for illicit purposes, in any way not in accordance with this Agreement, or act fraudulently or maliciously (for example by entering data, applications or code that could cause damage to them or the operating system of the device used);

c. collect information or data from the Services or from the CONCIPIT1248 systems or attempt to decipher any transmission to or from the servers that provide the Services;

d. upload any content that is or may be considered violent, threatening, likely to incite racial hatred, in violation of confidentiality or privacy, discriminatory, defamatory, offensive, illegal, pornographic, obscene, indecent, blasphemous or that may cause nuisance or uncomfortable.

CONCIPIT1248 may interrupt the use of the Services by the Member, if he uses them for illegal or immoral purposes or commits a substantial or repeated violation of this Agreement.

### 13. CHANGES IN THE GENERAL CONDITIONS

CONCIPIT1248 reserves the right to modify and / or update and / or supplement these General Conditions whenever deemed necessary, without prior notice. The modified version of the General Conditions will be published on the Site and on the App and will be effective at the time of publication.

The use of the Services after these modified General Conditions have been published will result in automatic acceptance by the Adherents of the changes made. The Member is responsible for verifying the latest version of these Terms and can revoke the acceptance within 7 (seven) days from the publication of the modifications; once this period has elapsed, the changes will be considered accepted and binding between the parties.

### 14. TERMINATION OF THE CONTRACT

CONCIPIT1248 may at any time and with immediate effect terminate this contract with a written notification to this effect to the Member in the following cases:

(l) violation by the Member of any of the obligations provided by the General Conditions and, in particular, of the obligations provided by the following clauses: 10 (intellectual property and trademarks); 11 (confidentiality); 12 (limitations on the use of services). In all these cases, CONCIPIT1248 reserves the right to request compensation for damages.

(II) if the Member's account is inactive for a period of at least 6 (six) consecutive months. In this case, CONCIPIT1248 can proceed to delete the inactive account without further delay.

## 15. FINAL PROVISIONS

The failure by CONCIPIT1248 to exercise any of its rights, as established in these General Conditions, does not constitute a waiver of this right nor should it be interpreted as such.

Members do not have the right to transfer or grant their rights and / or obligations to third parties without the express prior written consent of CONCIPIT1248. In the event that any of the clauses of the General Conditions should be declared void, any declaration will not affect the validity or effectiveness of the other clauses, except in the event that such cancellation causes an essential and substantial modification of the provisions established therein.

## 16. APPLICABLE LAW AND JURISDICTION

These General Conditions are fully governed by Italian law. Any dispute concerning the interpretation, execution and / or termination of the contract between the Member and CONCIPIT1248 governed by these General Conditions will be submitted to the court of the Court of the place where the Member is resident or domiciled, as described in his profile.

## 17. PRIVACY AND COOKIES

Privacy and cookies information are considered an integral and essential part of these General Conditions and are available for viewing in the relevant sections of the Site and the App.

The information on privacy and cookies will be considered as expressly accepted by the Member at the time of his registration on the Site or on the App and its simultaneous acceptance of these General Conditions.

## 18. CONTACTS AND COMPLAINTS

To contact the CONCIPIT1248 customer service, send an e-mail to the following address:

Cash Now OU - Roosikrantsi tn 2 Kasklinna linnaosa Tallinn Harju maakond - 10119 Tallinn (EE)  
Estonia

## Availability and termination of our services

**Availability of Our Services.** Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

**Termination.** We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with Concipit: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services," "Other,".

## Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding Concipit and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.

- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- You will comply with all applicable U.S. and non-U.S. export control and trade sanctions laws (“Export Laws”). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country, if you are currently listed on any U.S. or non-U.S. restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.
- Our Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the “Last Modified” date at the top of our Terms. Your continued use of our

Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.

- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions, except as set forth in the Users’ — “Severability” section below.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about Concipit and our Services, but you understand that we may use your

feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

## **Accessing Concipit's terms in different languages**

To access our Terms in certain other languages, change the language setting for your Concipit session. If our Terms are not available in the language you select, we will default to the English version.

## **Concipit Privacy Policy**

When we say "Concipit," "our," "we," or "us," we're talking about Concipit Inc. This Privacy Policy ("Privacy Policy") applies to all of our apps, services, features, software, and website (together, "Services") unless specified otherwise.

Please also read [Concipit's Terms of Service](#) ("Terms"), which describes the terms under which you use our Services.

## **Information We Collect**

Concipit receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

## **Information You Provide**

- **Your Account Information.** You provide your mobile phone number to create a Concipit account. You provide us the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You confirm you are authorized to provide us such numbers. You may also add other information to your account, such as a profile name, profile picture, and status message.
- **Customer Support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

## **Automatically Collected Information**

- **Usage and Log Information.** We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.
- **Transactional Information.** If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.

- **Device and Connection Information.** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.
- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. For example, we use cookies to provide Concipit for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, such as your language preferences, and otherwise to customize our Services for you. [Learn more](#) about how we use cookies to provide you our Services.
- **Status Information.** We collect information about your online and status message changes on our Services, such as whether you are online (your "online status"), when you last used our Services (your "last seen status"), and when you last updated your status message.



## Third-Party Information

- **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we, not limited to, work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.

## How We Use Information

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Our Services.** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyze and use the information we have to evaluate and improve

our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use [cookies](#) to operate, provide, improve, understand, and customize our Services.

- **Safety and Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **No Third-Party Banner Ads.** We do not allow third-party banner ads on Concipit. We have no intention to introduce them, but if we ever do, we will update this policy.
- **Commercial Messaging.** We will allow you and third parties, like businesses, to communicate with each other using Concipit, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a spammy experience; as with all of your messages, you can manage these communications, and we will honor the choices you make.

## Information You And We Share

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Account Information.** Your phone number, profile name and photo, online status and status message, last seen status, and receipts may be available to anyone who uses our Services, although you can configure your Services settings to manage certain information available to other users.
- **Your Contacts and Others.** Users with whom you communicate may store or reshare your information (including your phone number or messages) with others on and off our Services. You can use your Services settings and the block feature in our Services to manage the users of our Services with whom you communicate and certain information you share.
- **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you.
- **Third-Party Services.** When you use third-party services that are integrated with our Services, they may receive information about what you share with them. For example, if you use a data backup service integrated with our Services (such as iCloud or Google

Drive), they will receive information about what you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## Affiliated Companies

As part of the Conciptit partners family of companies, Conciptit receives information from, and shares information with, this family of companies. We may use the information we receive from them, and they may use the information we share with them, to help operate, provide, improve, understand, customize, support, and market our Services and their offerings. This includes helping improve infrastructure and delivery systems, understanding how our Services or theirs are used, securing systems, and fighting spam, abuse, or infringement activities. Conciptit partners and the other companies in the Conciptit partners family also may use information from us to improve your experiences within their services such as making product suggestions (for example, of friends or connections, or of interesting content) and showing relevant offers and ads. However, your Conciptit messages will not be shared onto Conciptit partners for others to see. In fact, Conciptit partners will not use your Conciptit messages for any purpose other than to assist us in operating and providing our Services.

[Learn more](#) about the Concipit partners family of companies and their privacy practices by reviewing their privacy policies.

## Assignment, Change Of Control, And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

## Law And Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, Concipit, the Concipit partners family of companies, or others.

## Our Global Operations

You agree to our information practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## Updates To Our Policy

We may amend or update our Privacy Policy. We may decide to provide you a notice of amendments to this Privacy Policy, as appropriate, and update the "Last Modified" date at the top of this Privacy Policy. Your continued use of our Services confirms your acceptance of our Privacy Policy, as amended. If you do not agree to our Privacy Policy, as amended, you must stop using our Services. Please review our Privacy Policy from time to time.

## Contact Us

If you have questions about our Privacy Policy, please **contact** Concipit

[support@concipit1248.com](mailto:support@concipit1248.com)

# CONCIPIT PRIVACY SHIELD

Scope: Concipit adheres to the Privacy Shield Principles for the following areas of our business (collectively the “Partner Services”):

- Concipit Business Products: Concipit creates apps, services, features, APIs, software, or website that enable businesses to interact with users of Concipit's products and services (“Business Products”). Partners (the data controllers) may submit personal information about their customers to Concipit using Concipit's Business Products. While Partners decide what information to submit, it typically includes things like customer phone numbers and other information under the Partner's control. For more information, customers may contact the relevant Partner. Concipit uses the personal data provided by Partners to provide Business Products in accordance with the terms applicable to the relevant Business Product and otherwise with the Partners' instructions. Concipit works with its Partners to ensure that individuals are offered appropriate choices in accordance with the Privacy Shield Principles.

Access. Within the scope of our authorization to do so, and in accordance with our commitments under Privacy Shield, Concipit will work with its Partners to provide individuals access to personal data about them that Concipit holds on behalf of its Partners. Concipit will also take reasonable steps to enable individuals, either directly or in

connection with the Partners, to correct, amend, or delete personal data that is demonstrated to be inaccurate.

Third Parties.

Legal Requests. Personal data that is transferred to us by our Partners may be subject to disclosure pursuant to legal requests or other judicial and government process, such as subpoenas, warrants, or orders. For more information, review the "Law and Protection" section of the Conclipit Privacy Policy.

## Intellectual Property Policy: Your Copyrights and Trademarks

Conclipit Inc. ("Conclipit," "our," "we," or "us") is committed to helping people and organizations protect their intellectual property rights. Our users agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services"). Our Terms do not allow our users to violate someone else's intellectual property rights when using our Services, including their copyrights and trademarks.

As explained in more detail in our Privacy Policy, we do not retain our users' messages in the ordinary course of providing our Services. We do, however, host our users' account information, including our users' profile picture, profile name, or status message, if they decide to include them as part of their account information.



## Copyright

To report copyright infringement and request that Concipit remove any infringing content it is hosting (such as a Concipit user's profile picture, profile name, or status message), please email a completed copyright infringement claim to [support@Concipit1248.com](mailto:support@Concipit1248.com) (including all of the information listed below). You can also mail a complete copyright infringement claim to Concipit's copyright agent:

[Support@Concipit.com](mailto:Support@Concipit.com)

Before you report a claim of copyright infringement, you may want to send a message to the relevant Concipit user you believe may be infringing your copyright. You may be able to resolve the issue without contacting Concipit.

## Trademark

To report trademark infringement and request that Concipit remove any infringing content it is hosting, please email a complete trademark infringement claim to [Support@Concipit1248.com](mailto:Support@Concipit1248.com) (including all of the information listed below).

Before you report a claim of trademark infringement, you may want to send a message to the relevant Concipit user you believe may be infringing your trademark. You may be able to resolve the issue without contacting Concipit.

## What to include in your copyright or trademark infringement claim to Concipit

Please include all of the following information when reporting a copyright or trademark infringement claim to Concipit:

- Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address (if provided), the name of your organization or client who owns the rights in question, and the content of your report to the person whose content you are reporting. You may wish to provide a professional or business email address where you can be reached.
- A description of the copyrighted work or trademark that you claim has been infringed.
- A description of the content hosted on our Services that you claim infringes your copyright or trademark.
- Information reasonably sufficient to permit us to locate the material on our Services. The easiest way to do this is by providing us the

phone number of the individual who has submitted the infringing content on our Services.

- A declaration that:
  - You have a good faith belief that use of the copyrighted or trademarked content described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
  - The information in your claim is accurate; and
  - You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.
- Your electronic signature or physical signature.

## Cookies

### About cookies

A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.

### How we use cookies

We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:

- to provide Concipit for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services;
- to understand which of our FAQs are most popular and to show you relevant content related to our Services;
- to remember your choices, such as your language preferences, and otherwise to customize our Services for you; and
- to rank the FAQs on our website based on popularity, understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.

## How to control cookies

You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

## Concipit Payments

### Concipit Payments Terms of Service

Concipit Inc. ("Concipit," "our," "we," or "us") provides messaging, Internet calling, and other services to users around the world, including

the ability to send and receive payments through designated payment service providers. Payments is a "Service" as defined in the Concipit ("Terms") above and the following Concipit Payments Terms of Service ("Payments Terms") supplement the Terms and apply to your use of Payments. You agree to the Payments Terms when you use Payments.

**PSP's Role.** When you send or receive funds through Payments, a designated PSP receives the instructions and processes the transaction via UPI. By using Payments, you will also need to agree to the PSP's terms and privacy policy, which will be presented to you when you first use Payments. These Payments Terms govern the relationship between Concipit and you regarding Payments, and the PSP's terms govern the relationship between the PSP and you.

**Age.** You must be at least 18 years old to use Payments.

**Credits.** We may credit your bank account for purposes including rewards and special offers. Our affiliate Concipit Application Services provide such credits on our behalf.

**Fees and Taxes.** You must pay any applicable fees arising out of your use of Payments, including any overdraft, transaction, or other fees charged by your bank, PSPs, or Concipit. You must comply with applicable tax laws in connection with your use of Payments, including reporting and payment of any taxes related to transactions made through Payments and any income received from such transactions. Concipit is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or other tax arising from any transaction you complete using Payments.

## Privacy policy and user data

Concipit cares about your privacy. Our [Privacy Policy](#) applies to your use of Payments. Because additional information will be collected and processed when you use Payments, the Concipit [Payments Privacy Policy](#) also applies to your use of Payments. The Concipit Payments Privacy Policy describes additional information practices applicable to Payments, including the types of information we receive and collect from you when you use Payments and how we use and share this information. If you use Payments, you agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy and our Payments Privacy Policy.

## Use of payments

**Payment Amount.** You are responsible for the total payment amount. You must ensure that you have sufficient funds in your bank account before executing any transaction through Payments. Your payment will not be sent if the PSP or your bank determines that your bank account lacks sufficient funds to cover the entire transaction amount.

**Acceptable Use of Payments.** You must access and use Payments only for legal, authorized, and acceptable purposes, according to our Terms and posted [policies](#) including merchant policies as may be published from time to time. A PSP or Concipit may impose limits on your ability to send or receive payments, including transaction limits. A PSP or Concipit

may also cancel any transaction if we believe the transaction violates the Terms, these Payments Terms, posted policies, or the PSP's terms.

**Purchase Transactions.** If you use Payments to pay for goods or services, you agree to make legitimate purchases and to be bound by any terms of the sale. We have no responsibility for any goods or services purchased using Payments, including for any claims, damages, losses, liabilities, chargebacks or disputes associated with transactions. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PURCHASED USING PAYMENTS.

**Payments Transactions Are Final.** Once you submit a payment, it is final. Concipit does not provide refunds or facilitate chargebacks. Concipit is not liable for unauthorized transactions. We assume no responsibility for the underlying transaction of funds, or the actions or identity of any transfer recipient or sender.

**Business Use of Payments.** If you are a business and use our Services, you must comply with all applicable laws associated with your use of our Services, including Payments. You must clearly disclose any applicable terms and fees to your customers and promptly fulfill any goods or services you sell using Payments in accordance with any sale terms and applicable laws. Concipit is not a party to the transaction.

Other

- If there is any conflict between these Payments Terms and the Terms, these Payments Terms control solely with respect to your use of Payments and only to the extent of the conflict.
- We may amend or update these Payments Terms. We will provide you notice of amendments to our Payments Terms, as appropriate, and update the “Last Modified” date at the top of our Payments Terms. Your continued use of Payments confirms your acceptance of our Payments Terms, as amended. If you do not agree to our Payments Terms, as amended, you must stop using Payments. Please review our Payments Terms from time to time.

The Concipit Privacy Policy helps explain our information practices. Our Services may include enabling you to send and receive payments (“Payments”), a service we provide through, and in coordination with, designated payment service provider (“PSP”) banks.

This Payments Privacy Policy helps explain our information practices when you use Payments. We use all the information we have to operate, provide, improve, understand, customize, support, and market our Services. PSPs may also collect, use, and share information as set forth in their privacy policies, in conjunction with helping to provide Payments to you.



This Payments Privacy Policy supplements our [Privacy Policy](#), which applies to the use of our Services, including Payments. Please also see Concipt's [Terms of Service](#) ("Terms"), which describe the terms under which you use our Services including Payments, and the Concipt Payments Terms of Service ("[Payments Terms](#)"), which supplement the Terms, govern your use of Payments, and describe Payments in more detail. Please read all of these documents carefully.

## Information We Collect

In addition to what is described in our [Privacy Policy](#), we receive information when we provide Payments.

### **Information We Receive From Service Providers, PSPs**

- **Service Providers.** We work with service providers to help us operate, provide, improve, understand, customize, support, and market Payments; provide customer support; and keep our system safe and secure. For example, we work with companies to assist with customer support, and we receive information from them that you provide over the phone or email.
- **PSP Banks.**  
We enable Payments by working with multiple PSP banks to facilitate the movement of funds between the sender and receiver's bank accounts. They provide us information about you or your

Payments transactions in certain circumstances; for example, we may receive information about you or your transactions from a PSP such as information to confirm your registration, the payment sender or receiver's name, account status and balance sufficiency, transaction reference IDs, risk or fraud alerts, and the like.

## How We Use Information

We use all the information we have to operate, provide, improve, understand, customize, support, and market our Services. This includes using the information to provide Payments and customer support, to protect you and others using our Services from fraud, abuse, or other misconduct, and to review your account activity to determine whether you continue to meet our Terms and Payments Terms. Concipit works with the other Concipit partners Companies to provide Payments, including to send payment instructions to PSPs.

## Information You And We Share

In addition to what is described in our [Privacy Policy](#), you share your information when you use Payments, and we share your information to help us operate, provide, improve, understand, customize, support, and market Payments.

- **Payment Senders And Recipients.** You and people with whom you send or receive payments may store or reshare your name, or transaction information with others on or off our Services.
- **Service Providers.** In conformance with our relationship with PSPs, Concipit works with service providers including Concipit partners. To send payment instructions to PSPs; maintain your transaction history; provide customer support; improve, understand, customize, support, and market Payments; and keep our Services safe and secure, including to detect, prevent, or otherwise address fraud, safety, security, abuse, or other misconduct, we share information we collect under this Payments Privacy Policy with service providers including. Concipit partners will have no access to encrypted BHIM UPI transaction information in clear format. When we share information with service providers, we require them to use your information on our behalf in accordance with our instructions and terms.
- **PSP Banks and NPCI.** We share information with PSPs and NPCI to help us operate Payments. The PSP and NPCI receive transaction information such as payment amount and BHIM UPI IDs, so they can facilitate the movement of funds between the sender's and receiver's bank accounts. Please note that when you use PSP and NPCI services, their own terms and privacy policies will govern your use of those services.

## Managing And Deleting Your Information

If you would like to manage, change, limit, or delete your Payments information, we allow you to do that through your payment settings or by deleting your Concipit account. With your payment settings, you may register additional bank account(s), deregister existing bank account(s) , the PSP bank, and clear your transaction history. When you delete your Concipit account, your bank account will be deregistered from the system automatically.

## Updates To Our Policy

We will notify you before we make changes to this Payments Privacy Policy and give you the opportunity to review the revised Payments Privacy Policy before you choose to continue using Payments.