GARANZIE E RIMBORSI

3. Activation

3.1 Conditions of activation. The Service is activated when all of the following conditions are met: (a) full completion of the profiling form; (b) electronic acceptance of this Agreement under Art. 1.5; (c) completion of payment according to the chosen formula (Art. 4).

3.2 Commencement of the cycles. The delivery cycles run from the activation date and are specific to each Client. Each report covers the period preceding its generation date (fortnightly: 15 days; quarterly: 90; annual: 365), calculated backwards from the generation date itself. The activation date and time are those recorded by the Provider.

3.3 Failure to activate. The Provider may decline to activate the Service, notifying the Client, if the form is incomplete or if the applicant does not fall within the eligible entities (Art. 1.4). In that case any amounts paid are refunded net of transaction costs.

3.4 No lock-in. The monthly formula carries no minimum term: the conditions for continuation and termination are governed by Art. 5.

3.5 Single purchase. The single purchase under Art. 4.3 requires completion of the profiling form and compliance with the eligibility requirement of Art. 1.4, but does not give rise to delivery cycles. The report is generated at the Client's request and is delivered within 2 working days of completion of payment or, if later, of completion of the profiling form.

4. Formulas and prices

4.1 Annual formula. €7,560 for twelve months of service, with advance payment in a single instalment. The amount incorporates a 10% discount compared with the sum of twelve monthly fees.

4.2 Monthly formula. €700 for each month of service, without discount, with advance payment for the month of reference.

4.3 Single fortnightly report. €100 per single delivery, without subscription and without any binding duration. The Client may request delivery at any time, but no more than once on the same day. A single purchase entitles the Client solely to the requested delivery and does not include the quarterly report, the annual report or the fact sheets.

4.4 Prices and taxes. All prices are expressed in euro and do not include VAT, which is not applied under the applicable rules. A Client established in the European Union is required to account for the tax under the reverse charge rules applicable to B2B services supplied by a non-EU provider. A Client established in Albania or in another non-EU country accounts for any local taxes under its own national rules. Bank charges on payments by bank transfer are borne by the Client. Payment is made in euro to the Provider's euro account; no currency conversion is required for crediting the service price.

4.5 Continuation. The annual formula does not renew automatically: to continue for another twelve months, the Client must request renewal and make a new bank transfer before expiry. The monthly formula continues month by month only if the Client makes the advance bank transfer for the following month. Termination by the Client and its effects are governed by Art. 5.

4.6 Change of prices. The Provider may change the prices with at least 60 days' written notice. Changes apply only to periods following the notice and not to periods already paid for. In the event of a price increase, the Client may terminate without penalty by written notice within 30 days of receipt of the notice, with effect from the expiry of the period already paid for.

5. No lock-in (monthly formula)

5.1 No minimum term. The monthly formula carries no minimum term. The Service continues month by month solely upon the advance bank transfer of the following fee, under Art. 4.5.

5.2 Termination. A Client that does not intend to continue simply does not make the bank transfer for the following month. No formality is required; an email notice is welcome but not necessary. The Service ceases upon expiry of the last month paid in full.

5.3 Pre-expiry communications. The Provider sends the Client reminders by email before the expiry of the month paid, respectively 10, 7, 3 and 1 day before expiry, stating the bank transfer required to continue. Failure to receive the reminders for reasons not attributable to the Provider (spam, wrong address, full mailbox, recipient-side filters) does not change the payment deadline.

5.4 Effects of termination. In the event of termination, the reports already delivered may be retained by the Client and no refund is due for periods already delivered, under Arts. 8.4 and 11.2. Failure of the fee to be credited by the deadline results in suspension under Art. 7.

7. Non-payment (monthly formula)

7.1 Due-date reminders. The Provider sends the Client reminders by email before the expiry of the month paid, respectively 10, 7, 3 and 1 day before expiry, stating the bank transfer required to continue. The reminders state the amount due, the due date and the means of payment.

7.2 No credit. If the bank transfer is not credited by the due date, the Service is suspended.

7.3 Suspension. While suspended, the Provider stops generating and sending reports. The suspension lasts until completion of payment of the arrears under Art. 6.2. Reactivation occurs at no additional cost and with the next scheduled delivery following payment; reports not generated during the suspension are not recovered.

7.4 Termination. If the arrears are not paid within 15 days of the suspension, the Provider may initiate final termination of the Service by email to the Client. Final termination is preceded by at least 7 days' notice, during which the Client retains the right to settle the debt and restore the Service.

8. Refund

8.1 Cases of refund. The Client is entitled to a refund in the following cases:

- failure to activate the Service under Art. 3.3;
- failure to deliver two consecutive cycles of fortnightly reports, or failure to deliver a quarterly or annual report within 30 days of its scheduled date, for reasons attributable to the Provider, not remedied within 30 days of the Client's written notification;
- double or erroneous payment, with refund of the amount unduly collected only;
- invoicing error resulting in an undue payment, with refund of the difference.

8.2 Method of calculation. In the cases of refund for failure to deliver under Art. 8.1, second indent, the refund is calculated pro rata on the amount actually paid by the Client, in respect of the periods not enjoyed. For the annual formula: amount paid × (remaining days / 365). For the monthly formula: the fee for the current month, in respect of the service not yet delivered. In the other cases the refund equals the amount unduly collected.

8.3 Timing and method of payment. The refund is paid by bank transfer to the account indicated by the Client. The timing of payment and the treatment of costs vary according to the cause:

- in the refund cases attributable to the Provider (failure to deliver, double payment, invoicing error), the refund is paid within 15 days of recognition of the entitlement, for the full amount due, without deductions;
- in the refund cases for failure to activate attributable to the Client (incomplete form or ineligibility under Arts. 1.4 and 3.3), the refund is paid within 30 days, net of any bank charges.

8.4 Exclusions. No refund is due for: suspensions for non-payment (Art. 7); interruptions for external causes governed by Art. 10; voluntary termination by the Client under Art. 11, in respect of periods already supplied.

10. External source problems — information and recovery

10.1 Notification to the Client. On sending the report, the Provider indicates in the accompanying email the problems that prevented the matching or the access to a source relevant to the Client's profile (by way of example: institutional websites unreachable, under maintenance or with outdated data). The report is delivered as partial

owing to an external cause.

10.2 Recovery. At the following delivery cycle, the Provider integrates the report with the calls not previously identified owing to the problems under point 10.1, if in the meantime the source has become available again. Recovery takes place within the next scheduled delivery cycle and at no additional cost to the Client.

11. Termination of the Service

11.1 Nature of the Client. The Client, being a collective entity and not a consumer under Art. 1.4, does not benefit from the 14-day right of withdrawal provided for private individuals under consumer law.

11.2 Monthly formula. The Client under the monthly formula may terminate the Service at any time by not paying the following month's fee. The Service ceases upon expiry of the last month paid for. No refund is due since each fee relates to a month of service actually supplied.

11.3 Annual formula. The annual formula is payable in advance for twelve months. The Service continues until the natural expiry of the twelve months. The Client is not entitled to any refund, whether total or partial, should the Client choose not to continue before expiry. To continue after expiry, the Client must request renewal and make a new bank transfer.

11.4 Single purchase. The single purchase under Art. 4.3 is an instantaneous service not subject to interruption after completion of payment.

11.5 Other remedies. The cases of refund under Art. 8 and the termination for change of prices under Art. 4.6 remain unaffected.

16. Force majeure

16.1 Definition. Force majeure means any unforeseeable or unavoidable event, independent of the will of the parties, which temporarily renders performance of the contractual obligations impossible, by way of example: natural disasters, war, civil unrest, epidemics and pandemics, governmental measures, fire, prolonged blackouts, generalised unavailability of telecommunications networks, illness or injury of the Provider preventing operation for a continuous period of at least 7 days.

16.2 Effects. The party affected by force majeure is exempt from liability for delay or non-performance for the entire duration of the event, and is not required to pay damages or refund the periods concerned, save as provided in point 16.3 in the event of termination. The affected party notifies the other party of the event and its likely duration within 7 days of its occurrence.

16.3 Duration and termination. If the force majeure persists for more than 60 consecutive days, the Client may terminate the Agreement by written notice. That right lapses if, at the date of the notice of termination, the event has ceased and the Provider has resumed normal operation. In the event of termination, the Provider refunds the Client the portion of the fee corresponding to the periods not enjoyed, calculated pro rata on the amount actually paid, within 30 days of the notice of termination. The refund also operates in the absence of fault on the part of the Provider, by reason of the early termination of the relationship for an event not attributable to either party.

16.4 Suspension of delivery. In the event of force majeure, the Provider resumes delivery of the reports when the event ceases. Reports not generated during the suspension period are not recovered, unless the parties agree otherwise.