

## Request of registration to the Web Analytics service, offered by Triboo Data Analytics Srl

The undersigned represents to be a user acting for purposes other than any entrepreneurial or professional activity carried out (if any) and requests permission to use the Web Analytics **Free Trial ShinyStat BUSINESS service** on the following conditions.

By clicking "Accept", completing the registration procedure, having access to the report, its content and the information contained therein, or using in any manner whatsoever the services, the user hereby acknowledges, represents and warrants (i) he/she has duly read, understood and accepted this Agreement; (ii) he/she has all powers and authorizations to act as owner of the account and to be bound by the terms and conditions of this Agreement.

### 1. Information for consumers

In accordance with article 49 of the Legislative Decree 6 September 2005 no. 206 and article 12 of the Legislative Decree 9 April 2003 no. 70, the provider of the Web Analytics ShinyStat BUSINESS Demo service is Triboo Data Analytics Srl, based in Milan, at Viale Sarca, 336, 20126 (MI) ITALY, Fiscal Code / VAT 09761680967, registration number on the records of economic activity REA: MI 2111858, hereinafter "Triboo Data Analytics".

The user acknowledges and expressly agrees that the service, which is completely free, consists solely of providing numbering and aggregation of the web analytics metrics for a given website regarding internet users **up to a maximum of 8.000.000 (eight million) "pages views" per month, over which any further visits may not be measured, at the discretion of Triboo Data Analytics.**

Once the maximum amount of monthly "pages views" above has been reached, the service will cease its functioning and will not measure any further data until the end of the month during which the reaching of such maximum amount of "pages views" has been reached.

The electronic documents processed by the computer systems of Triboo Data Analytics and/or by its providers will be deemed authentic for the purposes of the calculation of the "pages views".

Therefore, a user cannot object to the calculation of the pages views in any manner whatsoever.

This service is implemented through the user input of a HTML code on his/her own web pages.

In order to avoid malfunctioning or slow-down in viewing their website, the consumer must ensure that the code is positioned at the end of his/her own WEB page, and before the TAG </BODY>.

This operation allows servers situated in the server farms used by Triboo Data Analytics, to determine in terms of quantity the "web analytics metrics" of visitors accessing these sites with the HTML code aforementioned (for more details on the characteristics of the Free Trial ShinyStat Business service, visit the website [www.shinystat.com](http://www.shinystat.com)).

Triboo Data Analytics offers a set of **"Optional Functionalities", active by default**. The user always, and in any event whatsoever, has the option to disable the same through the Settings of the relevant account ShinyStat. In consideration of the free offer of such "Optional Functionalities", Triboo Data Analytics hereby reserves the right to occasionally open frames including questions and/or questionnaires related to the its activity. The acceptance of such "Optional Functionalities" implies the release of profiling cookies by Triboo Data Analytics in order to be able to provide the proposed "Optional Functionalities".

The consumer commits to opportunely update the pages of his/her website regarding privacy and cookies information, emphasising that the data related to navigation will also be used by the web analytics system provided by Triboo Data Analytics, including the following link to the privacy policy provided pursuant to Article 13 of the privacy code [www.shinystat.com/en/informativa\\_privacy\\_generale\\_free.html](http://www.shinystat.com/en/informativa_privacy_generale_free.html) and indicating the

following link to allow visitors to Opt-Out, in the event that they are willing to refuse the installation of cookies by Triboo Data Analytics: [www.shinystat.com/en/opt-out\\_free.html](http://www.shinystat.com/en/opt-out_free.html).

For users who will opt-out, ShinyStat will not carry out any statistical data.

The user acknowledges and expressly agrees that Triboo Data Analytics (i) releases analytics cookies and it has been active in implementing methods being able to reduce the cookies identification power by using instruments for the anonymization of the IP addresses, (ii) that Triboo Data Analytics releases third parties profiling cookies and reserves the right to open occasionally frames including questions and/or questionnaires in relation to its activity, except for in the event that the user has been active in disable the "Optional Functionalities" set by means of the Settings of its ShinyStat account and (iii) undertakes not to match information included in such cookies with other information available to Triboo Data Analytics in compliance with the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 and with the "Clarifications about the implementation of the provisions concerning cookies" (*"Chiarimenti in merito all'attuazione della normativa in materia di cookie"*) issued by the Italian Data Protection Authority on 5 June 2015.

**Furthermore, the user undertakes to ask the prior consent to the visitors of its web site (the so called "Short Notice") before allowing Triboo Data Analytics to release profiling cookies, except for in the event that the user has been active in deactivate the "Optional Functionalities" set by means of the Settings of its ShinyStat account. In particular, the user hereby acknowledges and expressly agrees that Triboo Data Analytics will install the so called profiling cookies on the relevant user's website in its capacity as third party. In this respect, the user hereby warrants that its website (i) will disclose the use of third parties technologies, as well as the collection and use of personal data through the website by means of its extended notice, (ii) will include a link to such extended policy and (iii) will provide the users to the website a suitable policy and will require a specific consent in compliance with the Legislative Decree No. 196 of 30 June 2003, the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 and with the "Clarifications about the implementation of the provisions concerning cookies" (*"Chiarimenti in merito all'attuazione della normativa in materia di cookie"*) issued by the Italian Data Protection Authority on 5 June 2015 and, in any event, with any applicable laws and regulations.**

The user undertakes to indemnify and hold indemnified Triboo Data Analytics Srl, for the whole duration of this contract and even after its expiry, from any creditor, restorative, indemnifying and/or sanctioning claims, of any kind and advanced by anyone, and / or any sanction that may be directly or indirectly originated by the not-fulfillment by the user of the obligations relating to the regulations on Privacy and in any case to indemnify and hold harmless Triboo Data Analytics from any prejudicial consequence (including, in case of litigation proceeding, the payment of legal expenses paid by Triboo Data Analytics to its chosen lawyers) that can be derived from the application of the Legislative Decree No. 196 of 30 June 2003, The "Privacy Code", as subsequently amended, and of the Measure issued by the Italian Data Protection Authority 8 May 2014 No. 229 (currently available at the following url: [www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/3167654](http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/3167654)) and of all subsequent Clarifications available on the website of the Italian Data Protection Authority (currently accessible at: [www.garanteprivacy.it](http://www.garanteprivacy.it)) and, in any case, of any applicable laws and regulations.

The parties acknowledge and expressly agree that Triboo Data Analytics will maintain the so called log files concerning the service provided by Triboo Data Analytics to the user for a maximum period equal to 96 hours. Triboo Data Analytics will access such log files only and exclusively if (i) a restoration in the event of disaster recovery is necessary and (ii) it is necessary to carry out controls in the event of anomalous traffic volumes.

The user should commit to periodically consult the pages of the website [www.shinystat.com](http://www.shinystat.com), with particular regard to the pages indicated below, in order to obtain the necessary information for a constant adjustment of its website to the current legislation:

- [www.shinystat.com/en/informativa\\_privacy\\_generale\\_free.html](http://www.shinystat.com/en/informativa_privacy_generale_free.html)

- [www.shinystat.com/en/opt-out\\_free.html](http://www.shinystat.com/en/opt-out_free.html)

The consumer will receive confirmation of the activation of the service through an email message sent to the address specified by the same user during the registration procedure, such email including information concerning the insertion of the HTML code, the confirmation of the activation of the service and the indication of the URL on which the printable version of the terms and conditions of the provision of the service will be made available.

## **2. Duration and withdrawal**

The user acknowledges and expressly agrees that this agreement will be effective for a period of 30 days from the activation date of the service. Triboo Data Analytics reserves the option to extend the expiration date for commercial reasons at its sole discretion.

The user acknowledges and agrees that statistical data concerning the numbering and aggregation of accesses to the Website of the user will be no longer displayed upon the expiration of the agreement. Subject to the following Article 7 and taking into account the provisions of this Article 2, the user acknowledges and expressly agrees that Triboo Data Analytics cannot be deemed responsible in any case whatsoever for damages, whether direct or indirect, arising from not having access to such data upon the expiration of this agreement.

## **3. Written confirmation of the information**

The consumer will receive confirmation of all the information contained in this contract, as well as indications on the set-up of the service itself, through an email message sent to the address specified by the user during the registration procedure. If required, the consumer may print this email and this contract in order to obtain a hard copy of this information.

## **4. Use of remote communication techniques**

The consumer, also pursuant to the privacy code accepted during the registration procedure to the Triboo Data Analytics service, clearly authorises Triboo Data Analytics to send any information via email relating to the execution of this contract, as well as sending email with a URL containing a link to a page on its website [www.shiny.net](http://www.shiny.net) and/or [www.shinystat.com](http://www.shinystat.com) and/or other related sites to Triboo Data Analytics in order to refer to the relevant information.

## **5. Contracting party data**

The user guarantees that the personal information provided during registration is true and must cooperate with Triboo Data Analytics to ensure that the information remains verifiable and updated.

The registration procedure is fully automated; therefore, no operator is able to observe the input of data during the registration process or information relating to the category indicated by the user or the content of their own web pages.

Triboo Data Analytics reserves the right not to activate or to suspend the service, without prior warning, at any moment if the information given is incorrect, incomplete or unverifiable.

Personal information provided by the user to Triboo Data Analytics is protected by article 13 of the Legislative Decree 30 June 2003 no. 196 with provisions on the protections of persons and other subjects regarding the treatment of personal information. The user consents to the use of its own personal information and website information in accordance with the legislation on privacy (Legislative Decree 30 June 2003 no. 196 and subsequent modifications) which allows the cancellation or modification of this information at any moment, which no obligation or charge on the part of the user.

Regarding the methods and purposes of the treatment of personal information used by Triboo Data Analytics containing users' personal information, the information provided shall be processed in compliance with the Legislative Decree 30 June 2003 no. 196 (known as Privacy Law) and will be carried out within the limits indicated by the information displayed during the registration procedure and in relation to the consent granted by the user.

## **6. Conditions of service**

The conditions of service are an integral part of this contract.

Triboo Data Analytics reserves the right to modify these conditions at any time with a notice period of 10 days or with any longer notice period as specified by any legislative provisions that may be applied, publishing these changes on the website at the URL address [www.shinystat.com](http://www.shinystat.com).

Triboo Data Analytics, in certain circumstances, reserves the right to modify the technical specifications of the service by publishing such changes on the website at the URL address [www.shinystat.com](http://www.shinystat.com).

The user may withdraw from this contract at any moment without any justification, penalty or charge of any kind, simply by removing the entire code, branding and logos related to ShinyStat, Shiny and/or to Triboo Data Analytics from its website.

Given the free nature of the service, Triboo Data Analytics reserves the right to suspend, modify or end the service without prior warning.

## **7. Indemnification**

Subject to what provided in this agreement, the user undertakes to indemnify Triboo Data Analytics from any creditor, restorative, indemnifying and/or sanctioning claims arising from the breach of rights pertaining to public or private subjects, connected and/or arising from the breach of the provisions of the Agreement and/or from the behaviour of the user by fraud or misconduct, holding indemnified Triboo Data Analytics in any case whatsoever from any request being connected and/or dependent from an improper behaviour in any manner whatsoever, in breach of third parties rights and/or not compliant with laws and/or regulations and/or any national and/or international laws, also bearing all the burdens connected with the management of litigation proceedings (if any) initiated against Triboo Data Analytics for fact and guilt of the user. It is hereby agreed that Triboo Data Analytics will have the right to choose the legal to be entrusted with its defence in such events and that the user will bear the relevant costs and expenses.

## **8. Limitation of responsibility**

1. The parties explicitly agree that Triboo Data Analytics cannot in any way be held responsible by the user or by a third party for the suspension or ending of the service.

2. Further to the previous point, Triboo Data Analytics shall not be responsible to the user neither in terms of contractual liability nor for an unlawful act (even if it is the consequence of negligence, but excluding cases of willful wrongdoing or gross negligence) nor in any other case for direct or indirect loss of profits or business, nor for any other indirect or consequential damages or loss or for any destruction of information.

3. Further to the provision under Article 8.1 above, Triboo Data Analytics could be held responsible to the user who files a complaint within 10 days for contractual liability or unlawful act or any other case relating to this contract, limited to EUR 10,00, with the exception of cases where Triboo Data Analytics showed willful wrongdoing or gross negligence.

## **9. Limitations on service use**

The user acknowledges and expressly agrees that the HTML code of the service Web Analytics ShinyStat, as provided, guarantees the full compliance with the general privacy policy and with the cookies policy in

particular. Therefore, the user hereby undertakes not to amend the HTML code of the ShinyStat BUSINESS Demo; in the event that Triboo Data Analytics will find any amendment whatsoever to such code, Triboo Data Analytics might immediately cancel the user's account, subject to the Triboo Data Analytics' right to obtain the restoration of the damage occurred (if any).

The user hereby undertakes not to pass on the service to third parties neither at a cost nor for free.

Triboo Data Analytics reserves all rights on the Web Analytics service, on the counter and related branding, programs and software.

The user expressly guarantees to be the only holder of all the rights of economic use and of moral rights on the contents of its website and that such contents do not breach any third parties rights whatsoever (including, but not limited to, authors rights and connected rights, image rights, honour right and reputation right), that such contents do not have obscene, offensive, violent, defamatory, harmful to personal dignity, profane contents and furthermore that the website does not contain racist statements or glorifying the superiority or inferiority of a race, people or culture vis-à-vis others or minority, condoning of crimes against humanity, exhortations to hate or violence, sexually explicit contents, pornographic or pedo-pornographic, threatens or harassments, information or messages which educate to unlawful activities, induce to unlawful activities or that may jeopardise third parties rights, inciting to dangerous behaviours and being risky to be emulated by minors or to the use of drugs or to the mistreatment of animals, marketing or promotional messages being in breach of law or regulatory provisions, images not suitable for those under age of 18.

The parties acknowledge and mutually agree, notwithstanding the provisions under paragraph above, websites having contents suitable for an adult public only may in any case avail themselves of the Triboo Data Analytics service subject to the insertion of such websites in the relevant category.

It is hereby specified that Triboo Data Analytics does not have the possibility to exercise any control on the content of the page on which the user inserts the HTML code ShinyStat BUSINESS Demo and, in this respect, it hereby reserves the option to terminate this agreement by the immediate cancellation of the account, in the event that it deems, also in good faith, that the contents of the page on which the ShinyStat code has been inserted breach this agreement or mandatory law provisions, subject to the right to the compensation of damages occurred to Triboo Data Analytics (if any). The foregoing especially because of the wrong insertion of a website having contents suitable for an adult public only in a category other than the one specifically provided.

## **10. Force majeure**

Neither the user nor Triboo Data Analytics may be held responsible if a failure to fulfil one or more of the contractual agreements is due to events beyond their control or which cannot be attributed to them, such as for instance lightning strikes, floods, earthquakes, exceptional atmospheric conditions, fires, explosions, wars, civil disorder, strikes (even those that don't involve company staff).

## **11. Final clauses**

This contract replaces any previous agreement, including a verbal agreement, between the parties and shall be the sole contract between the parties on the matter dealt with in this agreement.

Any nullification, voidability or ineffectiveness of one or more of the clauses of the contract shall not be extended to any remaining clauses.

Any tolerance from Triboo Data Analytics towards the user for their failure to fulfil one or more of the clauses shall not in any way be considered as a forfeit of the rights stated in the contract and/or relevant legislation.

It is hereby agreed that Triboo Data Analytics is authorised to mention, among its clients or users, the subscriber of this agreement by means of links and/or textual, hypertext and graphic references to the contents included in the user's websites and/or videos.

## 12. Communications

All communications made to Triboo Data Analytics in accordance with this contract will only be accepted in written form sent to:

Triboo Data Analytics Srl  
Viale Sarca, 336  
20126 Milano (MI) - ITALY

Unless otherwise indicated, communications made to Triboo Data Analytics will be fulfilled on the day that they are received, if sent by post with recorded delivery and confirmation of receipt. The communication may also be sent by email to the following address: [amministrazione@shinystat.com](mailto:amministrazione@shinystat.com), providing it is confirmed by a recorded delivery letter with confirmation of receipt within the following 48 hours.

All communications made to the user, in accordance with this contract, will be valid only if sent via email to the address specified by the user during the registration procedure and/or to the e-mail address specified in the Settings panel of the ShinyStat account.

## 13. Competent authorities

For controversies inherent to this contract, the authorities in the place of residence or elected domicile of the consumer will have exclusive competence.

## 14. Referral to the appropriate legislative provisions

Where not indicated within this contract, the current legislation in force shall be applied and, in particular, the Legislative Decree of 6 September 2005 no. 206 and any other legal provisions which may be relevant to the matter, while taking into account that the service provided is free and that the user has the right to withdraw from the contract at any time, without justification, penalty or charge of any kind by simply removing the entire code, branding and logos related to ShinyStat, Shiny and/or to Triboo Data Analytics from their website.

I accept

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the user represents to have read and to specifically approve the provisions under the following Articles of this agreement: Art. 1 (Information for consumers), Art. 2 (Duration and withdrawal), Art. 6 (Conditions of service), Art. 7 (Indemnification); Art. 8 (Limitation of responsibility) Art. 9 (Limitations on service use), Art. 10 (Force majeure), Art. 13 (Competent authorities).

I accept

As contained in the information available in article 13 of the Legislative Decree 30 June 2003 no. 196 (please read the information on privacy before registering with the Free Trial ShinyStat Business service) I give my consent for the processing of my personal data and for the use of my email to be sent communications relevant to the Triboo Data Analytics and ShinyStat service.

I consent



## Statement pursuant to article 13 of Legislative Decree of 30 June 2003 no. 196

With the entry into force of Legislative Decree 30 June 2003 no. 196, containing provisions for the protection of persons and other persons with regards to the processing of personal data, Triboo Data Analytics srl, with headquarters in Milan, Viale Sarca, 336, 20126 (MI) ITALY, in its capacity as “owner” of the processing is obliged to supply some information regarding the use of personal data.

This Decree governs the processing of personal data, that is, any operation or set of operations, carried out with or without the assistance of electronic means, regarding the collection, registration, organization, preservation, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, circulation, cancellation, and destruction of data, even if not registered in a data bank.

The Legislative Decree of 30 June 2003 no. 196 stipulates that “the person concerned” or “the person from whom the personal data is collected” must be informed of the following.

### Source of personal data

With regard to the personal data in the possession of Triboo Data Analytics Srl, they are collected directly from the person concerned, while browsing data for websites that use the ShinyStat service are processed through the operating code placed on the site.

All the data collected will obviously be processed confidentially and in compliance of the ruling normative.

Triboo Data Analytics srl undertakes to process the personal data legally and correctly; to collect and register them for specific, explicit and legitimate purposes and to use them in other processing operations on terms which are compatible with such purposes. Moreover, it undertakes to check that they are accurate, up-to-date, pertinent, complete and not beyond the purposes for which they are collected and then processed, and to keep them in a way allowing for the identification of the person concerned for a period of time no greater than necessary for the purposes for which they were collected and then processed.

We would like to inform you that Triboo Data Analytics srl does not require the indication of data that the Legislative Decree of 30 June 2003 no. 196 deems “sensitive”.

Article 4, paragraph 1 letter d) of the Legislative Decree of 30 June 2003 no. 196 defines as “sensitive” the personal data that might be used to disclose the racial and ethnic origin, religious, philosophical or other types of convictions, political opinion, party membership, unions, associations and organizations of philosophical, political or trade union nature, as well as personal data that might disclose the state of health and sexual lifestyle.

The data may be processed only with the written consent of the person concerned and subject to the Guarantor's prior authorization, in observance of the provisions and limitations established by the Legislative Decree of 30 June 2003 no. 196, as well as by law and regulations.

### Purposes of the processing for which the data are intended

1. The personal data of the person concerned will be processed within the scope of the normal activity by Triboo Data Analytics srl and the processing will be carried out in compliance of the law and/or deriving from the contract to which the concerned person is a party (in order to be able to provide the user with the Free Trial ShinyStat Business service, or to include the user's Site or Webpage on the search engine “ShinyStat's Top Sites”, “ShinyStat's users” and other services provided by Triboo Data Analytics srl).

2. The processing of personal data of the person concerned will also be applied when sending communications regarding Triboo Data Analytics' services.

The contribution of the personal data necessary for these purposes is optional, however the refusal to supply the data -given the specific need of the data requested for the purpose intended-, might result in Triboo Data Analytics srl not fulfilling the letter of the law and/or provisions of the contract of which the person concerned is party (as far as point 1) and make it impossible for Triboo Data Analytics srl to send communications regarding Triboo Data Analytics' services (referred to in point 2).

#### Forms of data processing

In relation to the stated purposes, the processing of the personal data is carried out using manual, computer-based and telematic tools, with logic that is strictly correlated to the purposes intended, and in any case, in such a way as to guarantee the safety and confidentiality of the data. In any case, the protection of the personal data is guaranteed by Triboo Data Analytics srl.

#### Category of persons to whom data may be communicated

In order to carry out its activities, Triboo Data Analytics srl shall communicate the personal data of the persons concerned only and exclusively to recipients of the communications strictly connected for purposes referred to at point 1) and to persons to whom the communication is obligatory by law.

Persons that belong to categories to whom the data may be communicated shall use the data in the capacity of "owners" pursuant to the law, in full autonomy, being outside the original processing carried out by Triboo Data Analytics srl.

#### Rights as per Art. 7

Moreover, we want to specify that Art. 7 of the Legislative Decree of 30 June 2003 no. 196 confers on the citizens the exercise of specific rights.

1. The person concerned has the right to obtain confirmation of the existence or non existence of personal data pertaining to him even if not yet registered and that their communication be available in an intelligible way.

2. Moreover, the person concerned has the right to know:

- a) the origin of the personal data;
- b) the purpose and modality of the processing;
- c) of the logic applied whenever the processing involves use of electronic tools;
- d) the identification details of the owner, of the responsible and of the designated representative pursuant to Article 5, paragraph 2;
- e) of persons or categories of persons to whom the personal data may be communicated or person who may acquaint himself of the information as a designated representative on State territory, also of responsible and persons in charge.

3. Moreover, the person concerned has the right to know:

- a) the updating, the rectification, as well as the integration of the data whenever deemed of interest;
- b) the cancellation, the transformation in anonymous manner or the blocking of processed data in violation of the law, including those that do not need to be kept when compared to the purposes for which they were gathered and were later processed;
- c) certification that the operations described at letters a) and b) were made aware, even in regards to content, to persons for whom data have been communicated or circulated, except for cases in which such a condition might be impossible to achieve or necessitates an inordinate amount of means when compared to the enforcement of the right.

4. The person concerned has the right to oppose, in part or wholly:

- a) for legitimate reasons to the processing of his personal data even though they might be pertinent to the purpose of their collection;
- b) the processing of his personal data for the sending of advertising material or direct sales or for commercial communication about products of Triboo Data Analytics srl.

You may request more information directly from Triboo Data Analytics Srl, based in Viale Sarca, 336, 20126 Milan (MI) - Italy, or by email to [privacy@shinystat.com](mailto:privacy@shinystat.com).