

General Terms and Conditions of Service

(B2B)

Version: 2026.1

Effective Date: January 1, 2026

1) Parties, Scope and Hierarchy of Documents

1.1 These Terms and Conditions ("T&C;") govern the provision of services by amuseapp S.r.l. ("amuseapp") to professional clients ("Client": museums, cultural institutions, associations, foundations, enterprises and Public Administrations).

1.2 The T&C; apply together with: (i) the Order Form/Offer ("Order Form") and (ii) any technical/legal appendices (e.g., DPA, SLA, hardware conditions).

1.3 In case of conflict, the following order of precedence shall apply: Order Form → Appendices → T&C.;

2) Operational Definitions (2026 Metrics)

2.1 Service: amuseapp platform in SaaS mode (web app/app for visitors and management console) and related functionalities activated in the Order Form (e.g., audioguides, itineraries, AI, translations, analytics, feedback, donations, ticketing, QR).

2.2 Visitor: end user who accesses the Client's content through the Service.

2.3 Access: consumption unit. (a) with QR ticket: one scan/validation; (b) open access: session start recorded server-side.

2.4 Audio-video minutes: maximum limit of total minutes of audio/video content published and made available by the Client on the platform, according to the Plan.

2.5 Plan: commercial mode chosen by the Client (pay-as-you-go, prepaid credits, subscription, one-time/exhibitions, purchase-in-app, etc.).

3) Subject of the Service

3.1 amuseapp makes the Service available to the Client to create, manage and distribute digital content intended for Visitors.

3.2 The included functionalities, limits (Accesses, Audio-video minutes, features) and any provisions (e.g., support, marketing materials, add-ons) are those indicated in the Order Form and/or in the pricing page in effect at the date of the order.

4) Plans, Limits and Fair Use

4.1 Pay-as-you-go: consumption-based fee per Access. Payment method and billing frequency are defined in the Order Form.

4.2 Prepaid credits: Access packages with validity indicated in the Order Form (normally 24 months). Unless otherwise provided, unused credits after expiration are non-refundable.

4.3 Subscriptions: periodic fee (monthly/annual) with Access thresholds and Audio-video minutes limits according to level (e.g., Light/Standard/Premium).

4.4 Fair use / plan adjustment (subscriptions): if the Client exceeds the Access threshold of the Plan for two consecutive months, amuseapp may request adjustment to the higher plan from the following period, with reasoned notice.

4.5 Temporary exhibitions / one-time: project-based fee for defined duration as per Order Form.

5) Fees, Invoicing and Payments

5.1 Prices and payment methods are those of the Order Form (VAT excluded unless otherwise indicated).

5.2 Pay-as-you-go: automatic billing through indicated payment instruments (e.g., card/direct debit on third-party platform).

5.3 Bank transfer: allowed only if expressly provided (normally: prepaid credits, annual subscriptions, exhibitions/one-time).

5.4 Invoicing: unless otherwise provided in the Order Form, fees (and one-time payments) are invoiced in advance.

5.5 Late payments: in case of delay, default interest and compensation provided for commercial transactions shall apply, unless otherwise agreed in the Order Form.

6) Activation, Duration, Renewal and Termination

6.1 The contract is perfected upon acceptance of the Order Form and activation of the Service (including by conclusive conduct).

6.2 Duration and renewal are those indicated in the Order Form. In the absence of indication: (i) pay-as-you-go for indefinite period; (ii) subscriptions with automatic renewal for an equal period (monthly or annual) unless cancelled; (iii) credits until expiration or depletion.

6.3 Withdrawal/cancellation: for subscriptions, cancellation must be received at least 30 days before the expiration of the current period, unless a different term is indicated in the Order Form. For pay-as-you-go, the Client may request account closure at any time; accrued fees remain due.

6.4 Unless otherwise provided, no refunds are due for already invoiced periods (including unused portion) and/or for unused credits.

7) Client Obligations and Proper Use

7.1 The Client warrants that it has rights and authorizations for content and materials provided (texts, images, audio, video) and that such content does not violate third-party rights or applicable laws.

7.2 The Client is responsible for proper management of credentials and user profiles.

7.3 It is prohibited to: (a) resell or sublicense the Service; (b) allow use by unauthorized third parties; (c) attempt to circumvent technical limits or metrics; (d) compromise security/integrity of the Service; (e) upload unlawful/offensive/defamatory content.

8) Intellectual Property and Licenses

8.1 Platform: the software, models, prompts, templates and every component of the platform are owned by amuseapp (or its licensors).

8.2 Client Content: remains the property of the Client; the Client grants amuseapp a limited license for the provision of the Service and distribution to Visitors.

8.3 Generated Output (AI/Translations/Audio): unless otherwise agreed in the Order Form, the Client obtains a non-exclusive, non-transferable license limited to the contract duration and use within the amuseapp platform for the Client's project. Resale, sublicensing or use on third-party platforms without written authorization from amuseapp is prohibited.

9) AI Functionality and Text-to-Speech (Limitations)

9.1 The Client acknowledges that AI and TTS technologies may present inaccuracies (pronunciation, rhythm, intonation, translations). Such characteristics do not constitute a defect in the Service.

9.2 Any included revision cycles and costs for additional revisions are defined in the Order Form or in the pricing in effect.

10) Support, Maintenance and Availability

10.1 amuseapp provides assistance according to the level included in the Plan. Unless otherwise provided in the Order Form, remote support is available Mon–Fri 9:00–18:00 (CET/CEST) via email and/or chatbot

(if available).

10.2 Interruptions may occur for scheduled or urgent maintenance; where possible, amuseapp will provide advance notice.

11) Privacy and Data

11.1 The parties undertake to comply with applicable privacy legislation.

11.2 If amuseapp processes personal data on behalf of the Client, the parties shall sign/accept a DPA (Art. 28 GDPR) which constitutes an appendix to the contract.

11.3 amuseapp may use data in anonymous and aggregated form for statistics and Service improvement, where permitted and in compliance with regulations.

12) Hardware (Sale and Rental)

12.1 Scope: if the Order Form includes hardware (e.g., totems/tablets/accessories), these conditions apply and, where provided, a hardware appendix with technical/operational details.

12.A Sale (Purchase)

12.A.1 Ownership of hardware transfers to the Client upon delivery and payment as provided.

12.A.2 Warranties and remedies: the warranties and remedies provided by law for sales between professionals apply, unless otherwise agreed in the Order Form.

12.A.3 Excluded from warranty are damages from improper use, tampering, impacts, vandalism, drops, infiltrations, electrical surges, use with unsuitable accessories or failure to observe instructions.

12.B Rental / Operating Lease (with Maintenance)

12.B.1 Hardware remains the property of amuseapp (unless "rent-to-own" formula indicated in Order Form).

12.B.2 The Client is custodian of the hardware and is liable for theft, loss, damage and vandalism, except for what is covered by any included maintenance.

12.B.3 Maintenance and replacements: methods, indicative times, conditions and limits are those of the Order Form / hardware appendix.

12.B.4 Deductible: any deductibles per intervention (e.g., damage/vandalism) are indicated in the Order Form.

12.B.5 At the end of the relationship, the Client returns the hardware in good working condition (normal wear and tear excluded) according to amuseapp's instructions; failing this, amuseapp may charge restoration/replacement costs.

13) Limitations of Liability

13.1 The Service is provided "as is"; amuseapp does not guarantee total absence of errors/interruptions.

13.2 amuseapp is not liable for service disruptions due to causes not attributable to it (e.g., internet network, user devices, third-party platforms/app stores, force majeure).

13.3 Except for willful misconduct or gross negligence, amuseapp's total liability is limited to amounts paid by the Client in the 12 months preceding the event (or from activation date if less).

13.4 In no case shall amuseapp be liable for indirect or consequential damages (loss of profit/opportunities), except for mandatory provisions of law.

14) Suspension, Termination, Effects and Data

14.1 amuseapp may suspend the Service in case of: non-payment, unlawful use, serious violations, security risks or orders from authorities.

14.2 Each party may terminate for material breach by the other, following formal notice and reasonable remedy period, except in urgent cases. In case of termination for Client's breach, fees accrued up to the effective termination date remain due, without prejudice to greater damages.

14.3 Upon termination: access is deactivated. The Client may independently export data/assets made available by the platform (if provided). Alternatively, the Client may request export within 30 days of termination; after such period, amuseapp may proceed with deletion according to standard policy, except for legal retention obligations.

15) Amendments to T&C;

15.1 amuseapp may update the T&C; by publishing a new version on the website.

15.2 For existing contracts, amendments apply from the next renewal. Alternatively, amuseapp may apply amendments before renewal by providing notice with reasonable advance notice via email or PEC; in such case, the Client may withdraw before the effective date of the amendments (with methods and terms indicated in the notice), without prejudice to amounts already accrued/invoiced.

16) Communications and Assignment

16.1 Formal communications via PEC or email indicated in the Order Form; operational communications also via console.

16.2 The Client may not assign the contract without written consent from amuseapp. amuseapp may assign the contract in the context of extraordinary transactions (e.g., business/division transfer), providing notice.

17) Governing Law and Jurisdiction

17.1 The contract is governed by Italian law.

17.2 Exclusive jurisdiction: Belluno, except for mandatory provisions of law.

18) Clauses to be Specifically Approved (Art. 1341 Italian Civil Code)

Art. 6.3–6.4 (termination/refunds), Art. 12 (hardware – custody/deductibles/return), Art. 13 (limitations of liability), Art. 14 (suspension/termination), Art. 15 (amendments to T&C;), Art. 16.2 (assignment), Art. 17.2 (exclusive jurisdiction).