Terms and conditions

Version **1.0.0** Effective from 1 April 2026

This translation is provided for convenience. In case of discrepancy, the Italian text prevails.

SECTION A - GENERAL PROVISIONS

1. SUBJECT AND STRUCTURE OF THE CONTRACT

1.1 **General Terms and Conditions of Contract** - These general terms and conditions (the “**General Terms and Conditions**” or the “**Contract**”) govern the services (the “**Services**”) provided by Homepay S.r.l., with registered office in Turin (Italy), Via Pianezza, no. 15, postcode 10149, fully paid-up share capital of Euro 10,000.00, tax code, VAT number and registration at the Companies Register of Turin, no. 13154030012, Economic & Administrative Index no. TO-1343252 (the "**Company**" or "**Homepay**") through the website available at https://gethomepay.com (the "**Website**") and/or, where available - and without any obligation on the part of the Company to provide it - any mobile application developed by the Company (the "**App**"; the Website and the App, jointly, the "**Platform**") for customers who complete the registration process described in this Contract (the "**Customers**").

1.2 **Customer Profile** - These General Terms and Conditions govern the relationship between the Company and Customers who join the Platform, as Offerors or Brokers, as applicable. The Customer's role and the profile assigned as described above (the "**Profile**") will be indicated from time to time during registration and access to the Platform, as well as within the individual Customer's Account. Unless otherwise established in these General Terms and Conditions, the clauses applicable to Customers, without further specification, refer to all Homepay Customers, regardless of their assigned Profile.

1.3 **Customer Qualification** - Where the Customer uses the Platform as a Broker, the Customer declares to qualify as a Professional pursuant to the applicable provisions of the Consumer Code and act in this capacity in all transactions managed via the Platform. Customers who join as Offerors may, however, qualify as Consumers or Professionals, as appropriate, subject to the conditions specified by the respective definitions in the Consumer Code, and will be treated as such for the purposes of applying the provisions of these General Terms and Conditions. In the absence of a

specific indication regarding their qualification as a Professional, the Company will assume that Offerors qualify as Consumers.

1.4 **Acceptance of the General Terms and Conditions** - Access to the Platform, use of the Services, and use of the content and information made available by Homepay via or in connection with the Platform are subject to the Customer's acceptance of and compliance with these General Terms and Conditions, regardless of the assigned Profile, as well as any additional addenda, contractual supplements, communications, or notices that Homepay, at its discretion, may request, transmit or make available from time to time.

1.5 **Privacy Policy and Cookie Policy** - In order to use the Platform, the Customer must read and/or accept, as appropriate, the terms and conditions contained in the Privacy Policy and Cookie Policy made available by the Company, which may have different content depending on the type of Profile assigned to the Customer.

1.6 **Acting as an agent for Treezor** - For the purposes of opening the Payment Account and/or Settlement Account, as well as for managing Payment Transactions, Homepay acts as an agent of Treezor (SAS), a simplified joint stock company with registered office at 33 rue de Wagram, 750175 Paris (France), authorised by the French financial regulator (*Autorité de contrôle prudentiel et de résolution*) ("**ACPR**") to operate as an Electronic Money Institution and registered at no. 16798 in the relevant register (the "**Payment Services Partner**").

1.7 **References to Homepay's registration number** - Homepay is a registered agent of Treezor (SAS), with registration number 754189, which can be consulted in the register of financial agents kept by the ACPR at https://www.regafi.fr.

1.8 **Structure of the General Terms and Conditions** - These General Terms and Conditions are structured as follows: (i) this Section A contains some general provisions concerning the General Terms and Conditions and the Services provided by Homepay; (ii) Section B regulates the use of the Platform; (iii) Section C lays down the contractual framework of the Services; and (v) Section D contains some final provisions concerning the contractual relationship between the Company and the Customer.

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions** - For the purposes of these General Conditions, capitalised terms shall have the meaning given to them by the definitions below:

"**Price Deposit**" means any amount due as a deposit on the Price;

"**Account**" means the account activated by the Customer on the Platform pursuant to the contents of these General Terms and Conditions;

"**ACPR**" means the French financial regulatory authority (*Autorité de contrôle prudentiel et de résolution*), as defined in Article 1.6;

"**App**" means the mobile application which can be used to provide the Services, if any, made available by the Company, as defined in Article 1.1;

"**Customers**" means customers who complete the Platform registration process governed by these General Terms and Conditions, as defined in Article 1.1;

"**Consumer Code**" means Italian Legislative Decree no. 206 of 6 September 2005, as amended and supplemented;

"**Property Purchase and Sale**" means the purchase and sale transaction of a property right to which the Payment Transactions managed via the Platform relate;

"**General Terms and Conditions**" means these general terms and conditions of contract, as defined in Article 1.1;

"**Consumer**" means a natural person acting for purposes other than any business, commercial, craft, or professional activity, pursuant to Article 3, paragraph 1(a) of the Consumer Code;

"**Payment Account**" means the payment account opened by the Offeror with the Payment Services Partner for the purposes of settling Payment Transactions;

"**Settlement Account**" means the payment account opened by the Broker with the Payment Services Partner, in the cases and according to the provisions of Article 7.10, for the purposes, among other things, of collecting the amounts owed to it by the Offeror;

"**Final Contract**" means the final contract for the completion of the Property Purchase and Sale;

"**Lease Agreement**" means the lease agreement entered into between the parties to the Property Lease;

"**Preliminary Contract**" means the preliminary contract for the completion of the Property Purchase and Sale;

“**Cookie Policy**” means the Company’s cookie policy made available on the Platform;

"**Credentials**" means the credentials (username, password and any additional authentication factors) that each Customer must use in order to be able to access the Platform and use the related Services, as indicated from time to time on the Platform itself;

"**Security Deposit**" means any amount due as a security deposit, paid via the Platform;

"**Homepay's Intellectual Property Rights**" means all industrial and intellectual property rights, as defined from time to time by the Applicable Law (including, but not limited to, trademarks, patents, copyrights, logos or other distinctive signs, domain rights, know how, rights to social media channels, merchandising or other advertising, audio or visual materials, etc.) owned or licensed by the Company and relating to the business activities conducted by Homepay, including via the Platform;

"**Payment Services Partner's Information and Contractual Documentation**" means the information and contractual documentation used by the Payment Services Partner in connection with the provision of the Payment Services;

"**Homepay**" or the "**Company**" means Homepay S.r.l., as defined in Article 1.1;

"**Taxes**" means any taxes, duties or other fiscal or administrative charges or expenses that must be paid in connection with Property Transactions (including, but not limited to, registration tax, value added tax, mortgage and/or land registry taxes, etc.);

"**Broker**" means (i) with reference to Property Purchases and Sales or Property Leases, the entity (natural or legal person, including estate agencies) who, in the capacity of a property broker, brings the parties together in relation to Property Purchases and Sales or Property Leases, or (ii) with reference to Non-Property Transactions, the entity who brokers or otherwise intervenes in another capacity (e.g. as a marketplace, etc.) in the context of the Non-Property Transaction and who uses the features made available by the Platform for this purpose;

"**Applicable Law**" means all provisions of laws, codes, decrees, regulations and circulars that have binding force, along with any order or ruling of an authority having similar effect;

"**Lessee**" means the person acting as lessee under the Property Lease;

"**Lessor**" means the person acting as lessor under the Property Lease;

"**Property Lease**" means the lease transaction of a property asset to which the Payment Transactions managed via the Platform relate;

"**Mandate**" means the representation mandate granted by the Offeror to the Broker so that the latter can instruct the Company to execute the Payment Transactions on the Payment Account in the name and on behalf of the Offeror, as regulated in Article 8;

"**Order Form**" means the order form signed by the Brokers requesting access to the Platform, which constitutes an integral and substantial part of the Contract;

“**Notary**” means the notary chosen by the parties to the Property Transaction to draft the respective documents and complete the formalities required by law;

"**Transactions**" means Property Purchases and Sales, Property Leases and Non-Property Transactions;

"**Payment Transactions**" means the payment transactions settled through the Platform;

"**Property Transactions**" means, jointly, Property Purchases and Sales and Property Leases;

"**Non-Property Transactions**" means transactions other than Property Purchases and Sales and Property Leases that may be settled via the Platform;

"**Payment Services Partner**" means the entity as defined in Article 1.6;

"**Platform**" means, jointly, the Website and any App made available by the Company, as defined in Article 1.1;

"**Price**" means the price agreed upon in the context of the Property Purchase and Sale;

“**Privacy Policy**” means the Company's privacy policy;

"**Professional**" means a natural or legal person acting in the exercise of their entrepreneurial, commercial, craft or professional activity, or their intermediary, in accordance with Article 3, paragraph 1(c) of the Consumer Code;

"**Profile**" means the profile assigned to the Customer, as defined in Article 1.2;

"**Offeror**" means the person acting (or each of the persons acting) as (i) purchaser of the property right in the context of a Property Purchase and Sale, (ii) lessee of the property asset in the context of a Property Lease, or (ii) purchaser of the right to another asset or service in the context of a Non-Property Transaction;

"**Offer**" means the offer made by the Offeror for the purpose, as applicable, of completing the Property Purchase and Sale, Property Lease, or Non-Property Transaction;

"**Price Balance**" means the amount due, if any, as the balance of the Price;

"**Services**" means the services offered by the Company to the Customer, as described and governed by this Contract;

"**Payment Services**" means the payment services provided by the Payment Services Partner in connection with the execution of Payment Transactions;

"**Website**" means the website available at https://gethomepay.comas indicated in Article 1.1;

"**Consolidated Banking Law**" means Italian Legislative Decree no. 385 of 1 September 1993, as amended and supplemented;

"**Seller**" means the person acting (or each of the persons acting) as seller of the property right in the context of the Property Purchase and Sale or as seller of the right over another asset or seller/service provider in the context of Non-Property Transactions.

2.2 **Interpretation** - For the purposes of this Contract:

- terms defined in the singular shall have the same meaning when used in the plural and vice versa;
- terms defined in one gender shall have the same meaning when used in another gender;
- references to any agreement, document, or deed shall be deemed to extend to its annexes and include any subsequent deed modifying, supplementing, novating or replacing the same;

- references to any legal entity shall be deemed to extend to its respective successors or assignees, whether by special or universal title, provided that such succession is permitted under these General Terms and Conditions;
- references to any provision of law or regulation shall be deemed to refer to such provision of law or regulation as amended, supplemented, replaced or modified, in whole or in part, from time to time in the version currently in force and including any communications, regulations, circulars or implementing provisions adopted pursuant thereto.

SECTION B – GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM

3. CONDITIONS FOR ACTIVATING SERVICES AND ACCESSING THE PLATFORM

3.1 **Activating the Services and accessing the Platform** – To activate the Services and gain access to the Platform, the Customer must provide the data and documents requested by the Company and/or the Payment Services Partner, by the methods indicated from time to time on the Platform or directly by the Company (including, in the case of Brokers, by signing the Order Form), as well as accept these General Terms and Conditions.

3.2 **Payment Services Partner’s Information and Contractual Documentation** – By signing these General Terms and Conditions, the Customer accessing as an Offeror declares that he or she has read and accepts the Payment Services Partner’s Information and Contractual Documentation, available at the following link [*], and undertakes to comply with the obligations indicated therein, under penalty, as appropriate, of the Contract not being finalised or being terminated, and the Services consequently not being provided, as envisaged by the Payment Services Partner’s Information and Contractual Documentation. Where the Customer accesses the Platform as a Broker, the signing of the Payment Services Partner's Information and Contractual Documentation and/or the completion of the additional identification and due diligence activities required by the anti-money laundering regulations may be postponed until a later date, when the opening of a Settlement Account is requested, in accordance with the provisions of Article 7.10. The references to the Payment Services Partner and the Payment Services Partner's Information and Contractual Documentation contained in these General Terms and Conditions therefore apply to all Customers who register on the Platform as Offerors, as well as to Customers who access it as Brokers and also open a Settlement Account, either during the registration process or subsequently, as applicable. They do not apply to Brokers who do not open a Settlement Account, subject to the provisions of Article 7.10 below.

3.3 **Evaluation of activation request** - Once the Customer has submitted the request for activation of the Services, together with the data and documents mentioned in Article 3.1, the Company and the Payment Services Partner will evaluate the request. The Customer acknowledges that the activation of the Services is subject to the completion of all checks required by the Applicable Law and the internal policies and procedures of the Company and/or the Payment Services Partner, including those envisaged by the anti-money laundering regulations, according to the methods defined from time to time by the Company and possibly agreed upon with the Payment Services Partner, which may be communicated to the Customer directly and/or via the Platform.

3.4 **Conditions for finalising the relationship** - The completion of the Customer's registration process and the finalisation of the contractual relationship resulting from these General Terms and Conditions are subject to the activation request being accepted by Homepay. If the Customer joins the Platform as an Offeror, or if the Customer has joined as a Broker and the opening of a Settlement Account is requested, completion of the registration process is also subject to the successful completion of the Customer identification and due diligence procedures in accordance with applicable anti-money laundering regulations, as well as the opening and activation, as applicable, of the Payment Account or Settlement Account with the Payment Services Partner. In the latter cases, therefore, the Customer undertakes to cooperate with the Company and the Payment Services Partner, promptly providing any information or documents requested and ensuring that such information is truthful, accurate and complete, assuming all liability in this regard.

3.5 **Possible rejection of activation request** - The Customer acknowledges and accepts that the Company and/or the Payment Services Partner have the right to reject the activation request submitted by the Customer, at their sole discretion and with no obligation to provide any reasons, providing written notice thereof to the Customer. The Customer hereby waives the right to contest this decision or to make any claim or lodge any action, including any request for damages, against the Company and/or the Payment Services Partner if the request is rejected. The Company and/or the Payment Services Partner may also subject their acceptance of the request to the provision of adequate guarantees or the satisfaction of additional specific conditions.

3.6 **Acceptance of activation request** - If the registration process and checks carried out by the Company and the Payment Services Partner are successful, the Company will notify the Customer in writing that the activation request has been accepted.

4. ACCESS TO THE PLATFORM

4.1 **Access to the Platform after the registration process** - Once the registration process described in Article 3 has been completed, the Customer may access the Company's Platform through the Account, using the respective Credentials.

4.2 **Use of Credentials** - The Credentials allow the Customer to access the Services and features made available by the Company via the Platform. The Customer is solely responsible for the storage and use of the Credentials and undertakes to safeguard them with the utmost care and confidentiality. Therefore, any consequences arising from improper or unauthorised use of the Credentials will be borne exclusively by the Customer. The Company shall not be held liable in any way for - and the Customer undertakes to indemnify Homepay and hold it harmless from - any claims, costs, damages, expenses, actions or other prejudicial consequences arising from such unauthorised use. This is in any case without prejudice to any provisions contained in the Payment Services Partner's Information and Contractual Documentation regarding use of the Credentials.

4.3 **Methods of use of the Platform** - The methods of use of the Platform are indicated in the documentation and information periodically made available by the Company within the Platform itself, as well as in these General Terms and Conditions. By accepting this Contract, the Customer expressly undertakes to comply with such methods. Any non-compliant use of the Platform constitutes a breach of the obligations undertaken by the Customer under these General Terms and Conditions.

4.4 **Risks associated with use of the Platform** - Access to the Platform and use of its features and Services occur via the Internet. The Customer is required to obtain, independently and at its own expense, all technological infrastructure (hardware and software) and connections required to use the Services efficiently and continuously. Such infrastructure and connections must constantly comply with the technical specifications indicated in the instructions provided by the Company, including through the Platform itself, and must be consistent with commonly adopted market security standards, in order to ensure, among other things, the confidentiality of data transmitted and received via the Platform and prevent any improper or unauthorised use of the Credentials.

4.5 **Waiver of actions** - The Customer hereby waives any claim or action against the Company and/or the Payment Services Partner for any interruptions or malfunctions (total or partial) of the Platform and the Services resulting from the Customer's failure to adopt adequate infrastructure, or due to defects or problems in the systems used by the Customer, or for any other cause not directly attributable to the Company

and/or the Payment Services Partner, including the Customer's failure to comply with the required security standards.

4.6 **Control over communications** - The Customer expressly acknowledges that the Company has no control over communications made via the Internet or other telecommunications services used by the Customer to access the Platform and that it cannot exclude the risk of such communications being intercepted or tampered with, including as a result of cyber attacks by third parties. Therefore, the Company shall not be liable for any damage caused by third parties who unlawfully hack into or circumvent the security systems adopted, including any damage resulting from improper or unauthorised use of the Credentials, except in cases of wilful misconduct or gross negligence on the part of the Company itself.

4.7 **Characteristics of the Platform** - The Customer declares to be fully aware of and to understand the characteristics and potential risks associated with use of the Platform and the related technological tools provided by the Company, and further confirms to possess the technical skills and experience required to use them correctly. Furthermore, the Customer acknowledges that the Services provided by Homepay via the Platform may, in some cases, include the possibility of collecting information and data relating to activities performed by users of the Platform itself, as indicated in the Company's Privacy Policy and Cookie Policy.

4.8 **Platform availability** - The Customer acknowledges that access to the Platform and proper use of the Services may occasionally be compromised by interruptions, anomalies, slowdowns or other technical problems, including those caused by viruses, bugs or similar events. The Company will do everything reasonably possible to intervene quickly in order to resolve such situations and to limit their impact on the Customer's business, but does not commit to or guarantee a specific time frame for restoring full operation. Furthermore, Homepay may periodically suspend or temporarily reduce access to the Platform for routine or extraordinary maintenance, technical updates or the implementation of new features, or for another reason. In such cases, Homepay will attempt to minimise the frequency and duration of such suspensions, insofar as reasonably possible. The Customer acknowledges and agrees that the Company shall not be liable in any way for any damage, inconvenience or loss, direct or indirect, suffered by the Customer or third parties as a result of such situations.

4.9 **Platform provided "*as-is*"** - The Customer acknowledges that the Platform is made available in its current state (*as-is*) and in the versions that Homepay decides to release over time. Therefore, the Company does not assume any obligation or provide any guarantee - express or implied - regarding the conformity of the Platform to the Customer's specific needs or the maintenance, modification or future development of its features or functionality.

4.10 **Platform impairment** - The Customer expressly acknowledges that the Platform's availability may occasionally be impaired by circumstances beyond the Company's control, including, but not limited to, technical failures, communication network problems, cyber attacks, force majeure events or other similar unforeseen circumstances, or events attributable to the Payment Services Partner. The Customer therefore acknowledges that Homepay shall not be liable in any way for any loss, inconvenience or damage, direct or indirect, that may be caused to the Customer or to third parties as a result of such situations.

4.11 **Access by third parties** - The Credentials and all other information required to access the Platform are strictly personal and confidential. The Customer must safeguard them with care and diligence, avoiding any sharing with or disclosure to third parties. The Account created by the Customer is exclusively personal and the latter undertakes not to allow any other person to access or use it. If the Customer discovers any improper use, unauthorised access or any other anomaly that compromises the security of the Account, they must promptly notify Homepay. If the Customer fails to report such events immediately, they will be required to indemnify the Company and hold it harmless from any damage, loss, claim, cost or other negative consequence arising from the failure to fulfil this obligation or any delay in doing so, expressly releasing Homepay from any related liability. Access by other persons to the Account is permitted only in compliance with the conditions indicated in Article 5 below.

5. PERSONS AUTHORISED TO OPERATE ON THE PLATFORM

5.1 **Authorised persons for Consumer Customers** - If the Customer is acting as a Consumer or otherwise carrying out their activity as an individual Professional, they represent and warrant that they are the only person who will have direct access to the Platform through the use of their Account and related Credentials, and undertake not to allow such access to any other person, in accordance with the obligations undertaken pursuant to Article 4.

5.2 **Persons authorised by the Professional Customer** - If the Customer is a Professional who does not carry out their activity as an individual, the remaining provisions of this Article 5 shall apply, provided that the plan activated by the Professional Customer establishes the possibility of authorising multiple persons to operate on the Platform.

5.3 **Operations through Authorised Persons** - The Professional Customer shall operate on the Platform through persons duly authorised to represent them or to order Payment Transactions via the Platform and/or to perform any other activity regulated under this Contract

5.4 **Liability of the Professional Customer for actions of individuals authorised to use the Platform** - The Professional Customer assumes all liability related to the actions of persons authorised to use the Platform on their behalf, releasing the Company from any obligation to verify, among other things, the relevant powers of representation, the position within the company organisation and the natural and legal capacity of the persons in question. Any activity carried out by any person on the Platform shall be attributable to the Customer, without the latter being entitled to raise any objections, complaints or claims in this regard against the Company, other Customers and/or the service providers used by it. By entering into this Contract, all persons operating on the Platform from time to time shall be deemed to have been granted all powers of representation necessary for the initiation and/or management of Payment Transactions settled via the Platform and for the performance of all other related activities, including for the purposes of the provisions of this Contract governing relationships between Offerors and Brokers.

5.5 **Single set of Credentials** - The Company will in any case provide a single set of Credentials for use of the Customer's Account, unless otherwise agreed in writing with the Customer itself. The Customer remains fully responsible for the storage and use of the Credentials by the persons authorised by it in accordance with the provisions of these General Terms and Conditions.

5.6 **Revocation or modification of authorisations and use of Credentials** - The Customer agrees to revoke or modify promptly the authorisations granted to persons so that they can use the Platform on its behalf in the event of termination or change of role (for example, termination of employment or collaboration, change of duties, loss of requirements, etc.). The Company shall not be liable in any way for any Payment Transactions ordered or activities carried out by a person previously authorised by the Customer if the latter has not promptly prevented the individual in question from continuing to access the Platform. Such Payment Transactions or activities shall be deemed to be legitimately and properly attributable to the Customer for the purposes of the provisions of this Contract, including those governing the relationships between Offerors and Brokers.

6. ADDITIONAL CUSTOMER OBLIGATIONS REGARDING USE OF THE PLATFORM

6.1 **True, accurate and correct information** - The Customer must provide true and accurate information, including personal data, in all communications with the Company and/or via the Platform, as well as during the Account registration process pursuant to Article 3.

6.2 **Proper use and prohibitions** - The Customer undertakes to use the Platform and the Services exclusively for lawful purposes and in compliance with these

General Terms and Conditions, Treezor’s Information and Contractual Documentation, and the Applicable Law. In particular - and without limitation to the general nature of the foregoing - the Customer undertakes:

(a) not to allow unauthorised third parties to access the Platform with their Credentials, without prejudice to the provisions of Article 5, or to circumvent or attempt to circumvent the Platform's security measures;

(b) not to interfere with the Platform or the Services, for example through cyber attacks (hacking, phishing, malware, etc.), intentional system overloads (flooding) or other activities intended to compromise the security, availability or proper functioning of the Platform;

(c) not to transmit any software or other material containing malicious codes, including, but not limited to, viruses, worms, Trojan horses, etc.;

(d) not to use the Platform for purposes other than those intended, as governed by this Contract;

(e) to refrain from using the Payment Account or Settlement Account, as applicable, to make or receive payments not related to the aforementioned Payment Transactions or other than those permitted, or to carry out any transaction in violation of the Contract and/or Treezor's Information and Contractual Documentation;

(f) not to upload, transmit or enter via the Platform any content or information that is defamatory, obscene, contrary to public order or morality, that violates third-party rights (including intellectual or industrial property rights or rights deriving from personal data protection legislation) or is generally not relevant to the purposes for which the Platform is made available;

(g) not to engage, through the Platform, in spam, unauthorised commercial communications, unlawful collection of third-party personal data or other activities not expressly permitted;

(h) not to modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any part of the Platform;

(i) not to engage in any conduct that may be fraudulent or abusive, or constitute or encourage conduct that could be considered a criminal offence, or that could give rise to civil liability or violations of the Applicable Law;

(j) not to engage in any other conduct that limits or restricts anyone's use or enjoyment of the Platform or that could harm Homepay or its Customers and/or expose them to liability;

(k) not to use the Platform in a manner that could lead to malfunctions or cause damage to the Company, other users or third parties, or take any action that could harm Homepay's image, reputation or commercial interests.

6.3 **Lawfulness of Transactions and Payment Transactions** - Without prejudice to the obligations indicated in the remaining provisions of this Contract, the Customer undertakes to operate through the Platform in full compliance with all Applicable Laws, with particular reference to the provisions on combating money laundering and terrorist financing, as well as the tax and fiscal provisions applicable to Transactions carried out via the Platform, as well as Payment Transactions carried out in connection with the same. The Customer guarantees that the funds transferred to the Payment Account and/or Settlement Account, as applicable, are of legitimate origin and that such transfer does not in any way violate the applicable anti-money laundering regulations. The Company and the Payment Services Partner reserve the right to carry out checks and controls (both during the onboarding phase and throughout the term of the relationship) to ensure compliance with such regulations; the Customer undertakes to cooperate fully by providing all necessary or requested information and documentation.

6.4 **Indemnity and hold harmless obligations** - The Customer shall indemnify and hold harmless the Company (as well as its directors, managers, employees and collaborators) from any damage, loss, cost, penalty, charge or expense (including any penalties or compensation towards third parties and reasonably incurred legal fees) in the event of its failure to comply with the obligations and guarantees indicated in this Article 6, as well as any further obligations governed by these General Terms and Conditions and/or, where applicable, by the Payment Services Partner’s Information and Contractual Documentation.

SECTION C - REGULATION OF SERVICES

7. DESCRIPTION OF SERVICES AND RELATED REGULATION

7.1 **Purpose of the Platform** - The Platform operated by the Company enables:

⟦art-a--2⟧(a) Customers accessing it as Offerors to carry out Payment Transactions relating to Property Transactions using the Payment Services described below;

⟦art-b--2⟧(b) Customers participating as Brokers to optimise the management of processes related to the execution of Payment Transactions concerning the Property Transactions they broker.

> The Payment Services are offered by the Payment Services Partner and are provided through the opening of a Payment Account and/or Settlement

Account, as applicable, in accordance with the Payment Services Partner's Information and Contractual Documentation, as well as this Contract.

7.2 **Opening of Payment Account** - Use of the Platform by a Customer acting as an Offeror requires the opening of a Payment Account in the name of the Offeror and opened with the Payment Services Partner. The Payment Account is used exclusively to manage payments related to Property Transactions carried out via the Platform, as described in these General Terms and Conditions. Transactions on the Payment Account are executed directly by the Company, based on instructions given by the Broker pursuant to the Mandate granted by the Offeror in accordance with Article 8 below.

7.3 **Payment Account Functionality** - Each Offeror may view the balance available on their Payment Account and the Payment Transactions initiated thereon by accessing their Account on the Platform. However, they may not order or receive any credit or debit payment transactions (such as, but not limited to, bank transfers, direct debits, payment card settlements, etc.) on the Payment Account, given the purposes for which it is activated. The Company and the Payment Services Partner have the right to reject and/or reverse payment transactions ordered or received on the Payment Account that do not form part of the purposes for which it was opened, without having to notify the Offeror thereof. In any case, the Offeror acknowledges that the Payment Account will remain open for the time strictly necessary to settle the Payment Transactions related to the individual Property Transaction pursuant to this Contract and may be automatically closed by the Company and/or the Payment Services Partner once such transactions are completed or if the account is inactive. The Payment Account may be opened in relation to a single Property Transaction or multiple Property Transactions, as determined from time to time by the Company at its sole discretion.

7.4 **Crediting of Payment Account** - To settle Payment Transactions related to Property Transactions via the Platform, the Offeror must produce the necessary funds for this purpose by bank transfer from a payment account opened with a third-party payment services provider. The available funds must in any case be sufficient to cover the amount of the Payment Transactions in question, as well as the fees due to the Company and/or the Payment Services Partner, as appropriate, as indicated from time to time on the Platform. The Offeror acknowledges and accepts that, if insufficient funds are credited to the Payment Account, the Payment Transactions will not be executed, even in part, by the Company and/or the Payment Services Partner, and the Company and/or the Payment Services Partner may not be held liable in any way in this regard.

7.5 **Credits from accounts not in the Customer’s name** - The Offeror must indicate on the Platform any credits from accounts not in the Offeror's name (e.g.

persons related to the Offeror by family ties), providing all necessary information requested by the Company. The Offeror acknowledges that, for reasons of regulatory compliance (primarily related to compliance with anti-money laundering and terrorist financing regulations) as well as security and fraud prevention, any credit transactions from accounts not in the Offeror's name may not be accepted and the respective funds may be rejected or returned to the sender, at the sole discretion of the Company and/or the Payment Services Partner. The Company reserves the right to accept such credit transactions, if appropriate, in agreement with the Payment Services Partner, upon submission of appropriate documentation or information clarifying the nature of the relationship with other parties. The same provisions apply to accounts held in joint names by the Offeror.

7.6 **Multiple Offerors** - Where there are multiple Offerors, each of them must open a separate Payment Account on the Platform, or transfer the funds required to execute the Payment Transactions to an Offeror designated to operate on the Platform, in the name and on behalf of the other Offerors. In the latter case, the Company shall be considered external to the relationship between the designated Offeror and the other Offerors and shall be held harmless and indemnified from any action, claim, complaint or initiative taken by the other Offerors or by the designated Offeror.

7.7 **Entering information on the Payment Transactions to be executed** - The Offeror acknowledges and agrees that the information on the Payment Transactions to be executed in relation to the individual Property Transaction will be entered, from time to time, by the Broker involved in that Property Transaction. It will therefore be the Broker 's responsibility to enter such information in accordance with the Platform's operating rules; the Broker assumes full responsibility for the accuracy and truthfulness of such instructions, as indicated in this Contract.

> With reference to Property Purchases and Sales, the relevant information may include, but is not limited to, as established by the Platform from time to time and without any obligation on the part of Homepay to request the transmission of all of the following information:

⟦art-a--3⟧(a) cadastral data identifying the property forming the subject of the Property Purchase and Sale;

⟦art-b--3⟧(b) personal details of the parties involved in the Property Purchase and Sale transaction, as Offeror(s) or Seller(s);

⟦art-c--2⟧(c) identification details of the payment account indicated by the Seller(s) for the settlement of Payment Transactions related to the Property Purchase and Sale;

⟦art-d--2⟧(d) identification details of the Notary indicated for the execution of the Preliminary Contract and/or the Final Contract;

⟦art-e--2⟧(e) nature of the Property Purchase and Sale (e.g. acquisition of ownership, establishment of usufruct or easement, etc.);

⟦art-f--2⟧(f) Price envisaged for the completion of the Property Purchase and Sale;

⟦art-g--2⟧(g) in the case of several Sellers, the allocation of the Price between them (so-called split);

⟦art-h--2⟧(h) amounts due by way of Security Deposit, Price, Price Advance, and/or Price Balance;

⟦art-i--2⟧(i) amounts due by way of Taxes in relation to the Property Purchase and Sale;

⟦art-j--2⟧(j) conditions and timing for the release of the sums paid by way of Security Deposit, as well as the beneficiary of the respective payment (Seller or Offeror);

⟦art-k--2⟧(k) maximum deadline by which the Property Purchase and Sale and/or the related Payment Transactions must be completed, it being understood that, if this deadline passes without being met, the amounts available in the Payment Account will be released and returned to the Offeror;

(l) where applicable, the amount of fees or other payments due to the Broker, Notary or other parties in connection with the Property Purchase and Sale;

(m) where applicable, the expected time frame for completing the Property Purchase and Sale and the related obligations, including any execution of the Preliminary Contract and/or the Final Contract.

> With regard to Property Leases, the relevant information may include, but is not limited to, as established by the Platform from time to time and without any obligation on the part of Homepay to request the transmission of all of the following information:

⟦art-a--4⟧(a) cadastral data identifying the property forming the subject of the Property Lease;

⟦art-b--4⟧(b) personal details of the parties involved in the Property Lease transaction, as Offeror(s) or Lessor(s);

⟦art-c--3⟧(c) identification details of the payment account indicated by the Lessor(s) for the settlement of Payment Transactions related to the Property Lease;

⟦art-d--3⟧(d) where applicable, identification details of the Notary indicated for the execution of the Property Lease contract;

⟦art-e--3⟧(e) amounts due as a deposit or otherwise in relation to the Property Lease, subject to settlement via the Platform (including, where applicable, the amounts due by way of Taxes);

⟦art-f--3⟧(f) conditions and timing for the release of the sums paid by way of deposit or for another purpose, as well as the beneficiary of the respective payment (Lessor or Offeror);

(n) maximum deadline by which the Property Lease and/or related Payment Transactions must be completed, it being understood that, if this deadline passes without being met, the amounts available in the Payment Account will be released and returned to the Offeror;

(o) where applicable, the amount of fees or other payments due to the Broker, Notary or other parties in connection with the Property Lease;

(p) where applicable, the expected time frames for the completion of the Property Lease and the related fulfilments.

It is understood that the Broker will have the right to update the above information from time to time, both in the case of Property Purchases and Sales and Property Leases.

7.8 **Confirmation of information on Payment Transactions to be executed and the Mandate** - Once the Broker has entered the relevant information, the Offeror must confirm the same - upon joining the Platform or, if already joined, following receipt of a specific notification - also confirming the granting of the Mandate to the Broker so that the latter may instruct the Company to execute the relevant Payment Transactions, via the Platform, in accordance with the provisions of Article 8 below. Such confirmation will not have any novative effect with respect to the contents of the Mandate but will serve solely to identify the name of the Broker to whom the Mandate has been granted.

> In particular, by confirming the content of such information and the Mandate granted to the Broker, in the case of Property Purchases and Sales, the Offeror will authorise the Company, upon instructions from the Broker, to transfer, where applicable and as appropriate:

⟦art-a--5⟧(a) to the Seller(s), the amounts due by way of Security Deposit, upon the occurrence of the applicable conditions (and unless it is established that the Security Deposit will be returned to the Offeror);

⟦art-b--5⟧(b) to the Seller(s), the amounts due by way of the Price, Price Deposit and/or Price Balance (net of the items indicated in letter (d) below, if applicable);

⟦art-c--4⟧(c) to the Notary (or other authorised third party) the amounts due by way of Taxes, as well as the payment of notary fees and expenses due in relation to the Property Purchase and Sale;

⟦art-d--4⟧(d) to the Broker, the amounts due by way of a fee for the brokerage provided for the Property Purchase and Sale; if the Seller has specifically issued a payment delegation, the Offeror may also authorise the Company to deduct from the Price the amount of the brokerage fees owed by the Seller to the Broker used by the latter and to make the respective payment.

> In the case of Property Leases, by confirming the content of the information and the Mandate granted to the Broker, the Offeror will authorise the Company, upon the instructions of the Broker, to transfer to the Lessor(s) the amounts due by way of Security Deposit, upon the occurrence of the applicable conditions (and unless it is established that the Security Deposit will be returned to the Offeror); the payment or management of any additional amounts will be regulated as specified from time to time on the Platform.
>
> The instructions established via the Platform may also deviate from the criteria listed above - which are to be considered merely illustrative - and may provide for different or specific methods for executing Payment Transactions related to Property Purchases and Sales or Property Leases.
>
> This is also without prejudice to the right of the Broker to instruct at any time the release of the amounts to the Offeror, unless the relevant Account has been suspended in accordance with the provisions of this Contract.

7.9 **Execution of Payment Transactions** - Payment Transactions initiated by the Broker will be transmitted for execution by the Company to the Payment Account and executed by the Payment Services Partner within the limits and according to the methods indicated in these General Terms and Conditions and in the Payment Services Partner's Information and Contractual Documentation.

7.10 **Settlement Account Rules** - In order to benefit, through the Platform, from the features related to the settlement of fees due in relation to the brokerage provided, the Broker may request the opening of a Settlement Account with the Payment Services Partner. The Company reserves the right to request the mandatory opening of a Settlement Account as a condition for joining the Platform or continuing to use the Services provided through it, where deemed appropriate or necessary at

the Company's sole discretion. In this case, the opening of the Settlement Account by the Broker within the time frames specified by the Company will constitute an essential condition for the continuation of this contractual relationship, under penalty of termination by Homepay pursuant to Article 1456 of the Italian Civil Code. The Settlement Account may be used to receive payments due from the Offeror and/or Seller or Lessor to the Broker, as well as to pay amounts owed by the Broker to the Company and to transfer the relevant balance to other payment accounts in the name of the Broker. Any additional features will be activated only if expressly established by the Platform and in the Payment Services Partner's Information and Contractual Documentation.

7.11 **Closure of the account** - If the Customer ceases to use the Services governed by this Contract for any reason, or in any case the contractual relationship between the Customer and the Company and/or the Payment Services Partner is terminated due to any cause, any available funds in the Payment Account and/or Settlement Account, as applicable, will be transferred - net of any commissions, fees or charges owed to the Company and/or the Payment Services Partner - to the payment account that must be specifically indicated by the Customer to the Company. This operation may be carried out upon express request by the Customer to the Homepay support team and will be subject to respect of any notice periods as well as the payment of any commissions and fees. The Customer acknowledges and accepts that, in the event of any failure to make a request in accordance with the above provisions, the amounts will be retained by the Payment Services Partner and may be permanently kept by the latter in compliance with the provisions of Applicable Law, as well as the Payment Services Partner’s Information and Contractual Documentation.

7.12 **Payment Services Rules** - The contractual relationship relating to the provision of Payment Services is established directly between the Customer and the Payment Services Partner, by virtue of the opening of the Payment Account and/or Settlement Account, as applicable, as well as the Customer's acceptance of the Payment Services Partner's Information and Contractual Documentation. The specific terms, conditions and procedures for the Payment Services (including, but not limited to, provisions regarding the execution of Payment Transactions, execution times, transactional limits, security measures, rights and obligations of the parties, withdrawal from individual payment services, etc.) are governed by the Payment Services Partner’s Information and Contractual Documentation mentioned above, to which full reference is made for the relevant aspects.

7.13 **Liability for provision of Payment Services** - The Customer acknowledges and accepts that the Payment Services are provided by the Payment Services Partner under its full and exclusive liability. The Company accepts no liability for any malfunctions or errors in the execution of Payment Transactions, or for delays, suspensions or other failures attributable to the Payment Services Partner in

providing the Payment Services. The Customer hereby waives any claims or actions against the Company in relation to the provision of the Payment Services by the Payment Services Partner. In the event of a breach by the Payment Services Partner of its contractual obligations towards the Customer and/or any other obligations established by the Applicable Law, the Customer may exercise the remedies and rights established by the Applicable Law exclusively against the Payment Services Partner, thereby releasing the Company from any obligation to pay compensation or provide any indemnity. The Company shall remain directly liable for actions attributable to it, to the extent permitted by these General Terms and Conditions and by the Applicable Law.

7.14 **Assistance in entering information and instructions by the Broker** - With regard to information and instructions entered by the Broker, the latter acknowledges and recognises that the Company may view the balances and Payment Transactions made on the Payment Account and/or provide initial assistance, but it may not independently enter information or instructions onto the Platform, given the Mandate granted by the Offeror to the Broker. In exceptional cases, the Company may enter such information or instructions independently, provided that the Broker confirms their content in writing.

8. MANDATE

8.1 **Nature of agreements relating to the Mandate** - Each Customer - who joins the Platform as an Offeror or Broker - accepts that the provisions of this Article 8 govern the Offeror's Mandate to the Broker appointed to deal with the brokerage of each Property Transaction of interest to the Offeror, and are therefore valid and binding between the parties. In this respect, the provisions of this Article 8 have the value of a non-associative regulatory contract, as they are intended to regulate the Mandates granted from time to time by the Offeror to the Broker responsible for dealing with the brokerage of each Property Transaction of interest to the Offeror, identified by name in accordance with Article 7.8.

8.2 **Mandate with representation** - By entering into and accepting this Contract, therefore, the Offeror grants to the Broker appointed to deal with the brokerage of each Property Transaction of interest to the Offeror a Mandate to provide, in the name and on behalf of the Customer itself, the necessary instructions for the Company to execute the Payment Transactions related to the Property Transaction through the Payment Account opened by the Customer. By virtue of this Mandate, the Company will be authorised to order the instructions given from time to time by the Broker, required to execute the Payment Transactions associated with each Property Transaction, in accordance with the provisions of Article 7 above.

8.3 **Execution of the Mandate** - The Mandate is executed, in the relationship between the Offeror and the Broker, through the acceptance by the Offeror and the Broker of these General Terms and Conditions. The terms and conditions contained in this Contract will therefore govern the relationship relating to the Mandate between the Offeror and the Broker in relation to each Property Transaction managed via the Platform.

8.4 **Confirmation of the Mandate** - Without prejudice to the provisions of Article 8.3 above, the Offeror will be required to confirm the granting of the Mandate to the named Broker (including by simple point-and-click) as part of the procedure described in Article 7.8. The Mandate will be confirmed in relation to each Property Transaction settled via the Platform. For clarity, it is understood that no further confirmations will be required to execute the individual Payment Transactions.

8.5 **Irrevocable nature of the Mandate** - The Mandate granted pursuant to this Article 8 is irrevocable, having been stipulated also in the interest of the third-party beneficiaries of the payments as well as the Broker itself, pursuant to Article 1723, paragraph 2 of the Italian Civil Code. Except in the event of termination and/or cancellation of the relationship with the Company and/or the Payment Services Partner, the Offeror may not revoke the Mandate or the individual Payment Transactions ordered by the Broker and/or sent by the Company for execution by the Payment Services Partner in fulfilment of the obligations undertaken, provided they comply with the provisions of this Contract. Any revocation will be effective only once the activities necessary to settle the Payment Transactions relating to the relevant Property Transaction have been completed and will be effective only in relation to that Property Transaction.

8.6 **Waiver of the Mandate** - In the event that the Mandate is waived, the Broker must order the refund of the amounts paid into the Payment Account in favour of the Offeror within 3 (three) Business Days at the latest; the full release of the amounts will in any case equate to the waiver or termination of the Mandate, as appropriate.

8.7 **Notification of successful execution of Payment Transactions** - The Offeror will receive specific information regarding the execution (or non-execution) of Payment Transactions via the Platform. The provision of this information by means of the Platform equates to fulfilment of the notification obligation pursuant to Article 1712 of the Italian Civil Code.

8.8 **Exemption from reporting obligation** - The Broker is expressly exempt from any reporting obligation pursuant to Article 1713 of the Italian Civil Code.

8.9 **Free of charge nature of the Mandate** - The Mandate referred to in this Article 8 is deemed to be granted free of charge, unless otherwise agreed between

the Broker and the Offeror; this is without prejudice, in any case, to any agreements between the Broker and the Customer relating to the Property Transaction.

8.10 **Authorisation to use third parties** - The Broker is expressly authorised to use third parties, in whole or in part, to perform activities arising from the granting of the Mandate, pursuant to Article 1717 of the Italian Civil Code. In particular, the Broker may assign to the appointed Notary the task of providing, in whole or in part, the information and/or instructions required to settle Payment Transactions via the Platform.

8.11 **Liability of the Broker** - The Mandate is granted to the Broker for the execution of the contract forming the subject of the brokerage activity performed by the Broker itself, pursuant to Article 1761 of the Italian Civil Code. The Broker's liability in executing the Mandate will be governed by the same provisions that regulate the brokerage relationship between the Broker and the Customer.

8.12 **Termination of the Mandate** - Any termination or interruption of the contractual relationship at the Company's initiative in its dealings with the Broker and/or the Customer will result in termination of the Mandate, without the need for specific notification from the Company and without any obligation to pay compensation for damages.

8.13 **Company's non-involvement in the Mandate** - The Customer acknowledges and accepts that the Company is not involved in the Mandate and is in no way responsible for its execution.

9. CONFIRMATIONS, AUTHORISATIONS AND INSTRUCTIONS

9.1 **System of confirmations and authorisations -** The Offeror expressly acknowledges and accepts that the operations carried out via the Platform with regard to the execution of Payment Transactions are based on a system of confirmations, authorisations and/or instructions provided by the Broker or, with the latter's authorisation, by the Notary involved in the Property Transaction. The Offeror therefore consents to the Company executing the Payment Transactions based on the confirmations, authorisations and/or instructions uploaded to the Platform by the aforementioned parties, in accordance with the following. The Company will provide Accounts to the Broker and/or Notary involved in the Property Transaction, with dedicated functions for entering and consulting the information, confirmations and instructions for their respective purposes - such as, by way of example and without limitation: confirmation of acceptance of the Offer by the Seller or Lessor; confirmation of the signing and/or execution of the Preliminary Contract and/or the Final Contract; Indication of the data and information indicated in Article 7.7 above, etc.

9.2 **Binding nature of confirmations, authorisations and instructions** - The Offeror expressly authorises the Company to consider the confirmations, authorisations and instructions uploaded from time to time onto the Platform by the relevant Broker and/or Notary as binding for the purposes of executing the Payment Transactions, and acknowledges that the Company will not be required to carry out further checks regarding the validity, truthfulness, accuracy or validity of such confirmations or authorisations, their merit or content, or the identity and authority of the person who entered them, with such aspects being the exclusive responsibility of the Broker. The Offeror may not lodge any complaint, claim, action or initiative against the Company in relation to the confirmations, authorisations and instructions in question; this is without prejudice to any rights held by the Offeror in relation to the Broker or third parties pursuant to the Applicable Law.

9.3 **Disputes or claims** - In the event of disputes, doubts or claims concerning payments made to the Payment Account and/or the execution of Payment Transactions, the Company and/or the Payment Services Partner may, at their sole discretion and without any obligation in this regard, suspend the Payment Transactions until the situation is clarified or the dispute is definitively resolved (i.e. through a settlement agreement or judicial order, even if provisionally enforceable). The Company will, in any case, comply with the instructions provided by the Broker in this regard.

9.4 **Residual rule** - In the event of the Broker being unavailable or failing to respond for a period exceeding 60 (sixty) days, the Company will arrange for the refund of the amounts paid to the Customer, regardless of the existence of disputes or claims pursuant to Article 9.3 above. The Company reserves the right to release the funds even before the expiry of the aforementioned 60 (sixty) day period, if it deems, at its sole discretion, that such action is appropriate or necessary given the relevant circumstances (e.g. clear impossibility of receiving instructions from the Broker and urgent need to return the funds to the Offeror). The Broker may not raise any complaints or claims in these circumstances.

9.5 **Orders issued by authorities -** The Company will not be held liable in any way if it executes payment instructions to the Payment Account and/or Settlement Account in fulfilment of orders issued by the competent authorities.

9.6 **Restrictive measures** - Neither the Company nor the Payment Services Partner will be able to execute Payment Transactions related to Property Transactions in the event of restrictive measures (such as, but not limited to, precautionary or judicial seizures, foreclosures, etc.) ordered by the competent authorities on the balance available from time to time in the Payment Account. In such cases, the Company and/or the Payment Services Partner will be required to comply with the obligations established by the Applicable Law and may not be subject to any form of liability

towards the Offeror and/or the Broker for the failure to execute the ordered Payment Transactions, or for the release and/or transfer of the amounts to third parties, in accordance with the measures adopted from time to time by the authorities in question and/or by the Applicable Law.

9.7 **Suspension of Platform's operations due to default by the Broker** - In the event of the Broker's default on its obligations assumed towards the Company pursuant to this Contract, as well as in the other cases governed by Articles 12.1 and 16.4, the Company shall have the right to suspend the execution of Payment Transactions relating to Property Transactions brokered by the Broker in question; the suspension will also make it impossible to arrange for the release of the amounts in favour of the Offeror. If the relationship with the Broker is terminated by the Company for any reason, the latter shall be entitled to arrange for the release of the amounts credited to the Payment Account in favour of the Offerors involved in the Property Transactions by the Broker in question. Neither the Offeror nor the Brokers may raise any dispute or claim, or lodge any action or request, in relation to the suspension of the features in question and/or the adoption of the actions described above by the Company.

10. MANAGEMENT OF INDIVIDUAL PAYMENT TRANSACTIONS

10.1 **Offers related to Property Transactions** - The Customer may use the Platform to pay the amount due by way of Security Deposit upon and/or in connection with the submission of an Offer relating to Property Purchases and Sales. This amount will remain deposited in the Payment Account pending acceptance of the Offer, in accordance with what is specified below:

⟦art-a--6⟧(a) if the Offer is rejected by the Seller (or is not validly accepted within the relevant validity period), a Payment Transaction will be ordered to transfer the amount paid by way of Security Deposit back to the Offeror, to the same payment account from which the Offeror originally ordered the transfer of the required funds (or, if the Offeror makes a specific request, to another specifically designated payment account);

⟦art-b--6⟧(b) if the Offer is validly accepted by the Seller, the management of the Security Deposit will depend on what was agreed between the parties in the Offer (or any other agreements reached). In particular, depending on the circumstances, it may be established that the amount paid by way of Security Deposit will be:

⟦art-i--3⟧(i) returned to the Offeror, in the manner specified in letter (a) above; or

(ii) held in the Payment Account until the Preliminary Contract or the Final Contract is signed, and then transferred to the Seller (or the Notary); or

(iii) transferred immediately to the Seller (or the Notary) following acceptance of the Offer,

it being understood that, in the event that this amount is transferred to the Seller (or the Notary), it will be deemed to be paid by way of a deposit, where envisaged by the agreements made between the parties.

10.2 **Preliminary Contracts for Property Purchases and Sales** - The Customer may use the Platform to pay the amount due by way of a Security Deposit upon and/or in connection with the signing of a Preliminary Contract relating to a Property Purchase and Sale. This amount will remain deposited in the Payment Account pending the signing of the Preliminary Contract, in accordance with what is specified below:

⟦art-a--7⟧(a) if the Preliminary Contract is signed, a Payment Transaction will be ordered to transfer the amount paid by way of Security Deposit to the Seller (if applicable, together with any Security Deposits previously paid and still available in the Payment Account), unless the parties have agreed to postpone such transfer until the signing of the Final Contract; in this case too, the provisions of Article 10.1 (b) above shall apply with regard to any allocation to the confirmation deposit;

⟦art-b--7⟧(b) if the Preliminary Contract is not signed, a Payment Transaction will be ordered to transfer the amount paid by way of Security Deposit (as well as, if applicable, the other amounts referred to in letter (a) above) to the Seller or the Offeror, according to the instructions given by the Broker.

10.3 **Price Advances for Property Transactions -** The Customer may use the Platform to pay the amount due by way of a Price Advance for Property Purchases and Sales. This amount, depending on the circumstances - and based on instructions provided by the Broker:

⟦art-a--8⟧(a) will be paid to the Seller following credit to the Payment Account; or

⟦art-b--8⟧(b) will be held in the Payment Account and subject to the same rules applicable to the payment of the Price or the Price Balance pursuant to Article 10.4 below.

10.4 **Final Contract for a Property Purchase and Sale** - The Platform may also be used by the Offeror to pay the amounts due by way of the Price or Price Balance upon signing the Final Contract for a Property Purchase and Sale. In such cases:

⟦art-a--9⟧(a) if the Final Contract is finalised, a Payment Transaction will be ordered to transfer the amount paid by way of the Price or Price Balance (if applicable, together with any Price Advances and/or Security Deposits previously paid and still available in the Payment Account) to the Seller;

⟦art-b--9⟧(b) if the Final Contract is not finalised, a Payment Transaction will be ordered to transfer the amount paid by way of the Price or Price Balance (as well as, if applicable, the other amounts indicated in letter (a) above) to the Seller or the Customer, depending on the instructions provided by the Broker.

10.5 **Management of Payment Transactions for Property Leases** - With regard to Property Leases, the Platform may be used by the Offeror to pay the Security Deposit upon and/or in connection with the submission of an Offer related to the stipulation of a Lease Agreement. This amount will remain deposited in the Payment Account pending acceptance of the Offer, in accordance with what is specified below:

⟦art-a--10⟧(a) if the Offer is rejected by the Lessor (or is not validly accepted within the relevant validity period), a Payment Transaction will be ordered to transfer the amount paid by way of Security Deposit back to the Offeror, to the same payment account from which the Offeror originally ordered the transfer of the required funds (or, if the Offeror makes a specific request, to another specifically designated payment account);

⟦art-b--10⟧(b) if the Offer is validly accepted by the Lessor, the management of the Security Deposit will depend on what was agreed between the parties in the Offer (or any other agreements reached). In particular, depending on the circumstances, it may be established that the amount paid by way of Security Deposit will be:

⟦art-i--4⟧(i) returned to the Offeror, in the manner specified in letter (a) above; or

⟦art-ii--2⟧(ii) held in the Payment Account until the Lease Contract is signed, and then transferred to the Lessor; or

⟦art-iii--2⟧(iii) transferred immediately to the Lessor following acceptance of the Offer,

> it being understood that, in the event that this amount is transferred to the Lessor, it will be deemed to be paid by way of security deposit, where envisaged by the agreements between the parties.

10.6 **Payment of Taxes** - In the event of a successful outcome of the transactions governed by the above articles, where expressly envisaged on the Platform, any amount paid in Taxes will be transferred to the Broker, Notary or other person authorised to receive it under the Applicable Law.

10.7 **Payment of brokerage commissions** - The Platform may also be used to process the payment of brokerage commissions owed to the Broker by the Offeror. Where the Seller or Lessor has issued a specific payment authorisation based on the documents governing the Property Transaction, the Platform may also be used to manage the payment of the amount owed in this regard by the Seller or Lessor; the relevant amount will be deducted from the Price (or from any other amounts owed by

the Offeror to the Seller or Lessor) and will be transferred by the Company to the Broker (if applicable, to the Settlement Account opened by the latter).

10.8 **Confirmations, authorisations and instructions of the Broker and/or Notary** - Confirmations, authorisations and instructions relating to the outcome of the transactions concerning the acceptance of the Offer, the signing or failure to sign the Preliminary Contract, the signing or failure to sign the Final Contract, the signing or failure to sign the Lease Agreement, in accordance with the legal provisions applicable to such transactions, as well as the attribution of liability for the failure to sign the Preliminary Contract, Final Contract or Lease Agreement, as envisaged above, will be provided by the Broker via the Platform, based on the Mandate granted by the Offeror. Where the deed is stipulated by public deed or authenticated private agreement, the Broker may indicate the Notary as the party responsible, in whole or in part, for the duties in question. Confirmations, authorisations and instructions may also contain an indication of payment methods other than those stated above; in this case, the payment methods in question will be deemed to be binding if accepted by the Company.

10.9 **Absence of verification obligation** - The Customer acknowledges and agrees that the Company is in no way obligated to verify, review or monitor the confirmations, authorisations and instructions provided by the Broker and/or the Notary in accordance with the provisions of this Contract and it may not, therefore, be held liable under any circumstances for their content. In particular - and without limiting the general nature of the foregoing - the Company will not be obliged in any way to verify the compliance of such confirmations or authorisations with the content and terms of the contractual agreements governing the Property Transaction and/or with the Applicable Law. This is without prejudice to the general provisions of Articles 8 and 9 of this Contract.

10.10 **No involvement in Property Transaction between the parties** - The Customer expressly acknowledges that the Company and the Payment Services Partner are extraneous to the relationships between the parties to the Property Transaction and they accept no liability in this regard. The Company and/or the Payment Services Partner will only order and execute Payment Transactions related to the Property Transactions in accordance with the provisions of this Contract. The Customer may not take any action against the Company and/or the Payment Services Partner and it undertakes to indemnify them from any legal case or dispute relating to the Property Transaction.

SECTION D - REGULATION OF THE CONTRACTUAL RELATIONSHIP

11. FINANCIAL TERMS

11.1 **No commissions for Offerors** - The Offerors will not have to pay commissions in relation to the provision of the Services.

11.2 **Commissions applicable to the Service** - With reference to the Brokers, the Company will have the right to apply the financial conditions and commissions indicated in the Order Form. The Broker undertakes to comply with the payment terms specified in the Order Form and to act in accordance with the provisions contained therein, which form an integral and substantial part of this Contract, waiving any objections in this regard.

11.3 **Application of commissions and outcome of Transactions** - The Broker acknowledges that the Company will be entitled to receive its commissions, if applicable, regardless of the outcome of the Property Transactions. The right to receive and/or retain such commissions will therefore remain intact, even in the event of subsequent termination of the Property Transaction, any disputes relating to it or other matters affecting transactions concluded via the Platform.

11.4 **Debiting of Commissions** - The Broker authorises the Company to debit commissions directly from the Settlement Account, if opened pursuant to this Contract.

11.5 **Settlement Account Funds** - If a Settlement Account is opened, the Broker undertakes to ensure that the funds available therein are sufficient to cover the payment of the commissions due to the Company.

11.6 **Alternative payment methods** - As an alternative or in addition to debiting the Settlement Account, the Company may:

⟦art-a--11⟧(a) withhold the amounts owed by the Broker from the amounts to be paid into the Settlement Account in relation to Payment Transactions executed within the scope of the Services, providing specific instructions in that regard to the Payment Services Partner; and/or

⟦art-b--11⟧(b) ask the Broker to sign a specific SEPA direct debit mandate to debit another payment account (in which case the signing of such mandate constitutes a condition for continuation of the contractual relationship between the Company and the Broker, and the Company will be entitled to terminate the Contract immediately, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, if the direct debit mandate ends).

11.7 **Right to recovery of amounts** - The foregoing provisions regarding payment methods do not, in any case, affect the Company's right to recover amounts from the Broker in the event of non-compliance with the payment obligations governed by this Contract or otherwise.

11.8 **Financial conditions applied by the Payment Services Partner** - The foregoing also does not affect the application of the financial conditions indicated in the Payment Services Partner's Information and Contractual Documentation, where applicable. The costs, commissions and charges applicable to the Payment Services (including, where applicable, any fees or expenses for opening and/or maintaining the Payment Account and/or Settlement Account, commissions for Payment Transactions and related expenses, etc.) are specified in the Payment Services Partner's Information and Contractual Documentation, to which reference is made. Under no circumstances will the Customer incur costs charged directly by the Payment Services Partner.

12. SUSPENSION OR LIMITATION OF SERVICES

12.1 **Right of suspension** - Without prejudice to any other right or remedy envisaged by the Applicable Law or by the other provisions of these General Terms and Conditions, as well as any rights to block or suspend Payment Services envisaged by the Payment Services Partner's Information and Contractual Documentation, the Company reserves the right to suspend, interrupt or limit the Customer's access to the Platform and/or its use of all or part of the Services, temporarily or permanently, at any time and without notice, for justified reasons. By way of example and without limitation, Homepay may suspend or limit the Customer's Account and/or use of the Services in the following cases:

⟦art-a--12⟧(a) suspected fraudulent or unauthorised use of the Customer's Account or Credentials;

⟦art-b--12⟧(b) fraud (or suspicion of fraud) in relation to Payment Transactions executed via the Platform or in relation to use of the Platform in general;

⟦art-c--5⟧(c) violation (or suspected violation) of anti-money laundering or anti-terrorist financing legislation;

⟦art-d--5⟧(d) violation (or suspected violation) of tax regulations or in any case of the Applicable Law;

⟦art-e--4⟧(e) reasons relating to the security of the Platform or the prevention of unauthorised accesses;

⟦art-f--4⟧(f) breach by the Customer of the conditions and obligations set out in these General Terms and Conditions for use of the Services and/or the Platform;

⟦art-g--3⟧(g) knowledge by the Company of investigations, measures or proceedings against the Customer (e.g. seizure, criminal proceedings, suspicious transaction reports, etc.) or of situations of crisis or insolvency of the Customer (e.g. judicial liquidation or other insolvency proceedings), such as to deem it appropriate or necessary to suspend operations as a precaution;

⟦art-h--3⟧(h) reputational circumstances (e.g. negative press reports, etc.) such as to justify suspending operations, at the Company's sole discretion;

⟦art-i--5⟧(i) any other circumstance that, at the Company's sole discretion, justifies suspension in order to protect the system security or to prevent violations of the law (e.g. reports of unlawful use, ongoing disputes regarding the property forming the subject of the transaction, disputes between the Offeror and the Seller or Lessor, etc.).

12.2 **Communication of suspension** - Unless otherwise prevented or prohibited by law, the Company will inform the Customer of its decision to suspend or limit the Services and/or Account, indicating, where possible, the reasons for such decision, by sending a communication to the email address provided by the Customer or posting a notice on the Platform. The suspension or limitation will be effective immediately (or from a different date, if indicated in the communication) and may continue for the time reasonably necessary to verify or resolve the causes that led to it. During this period, the Customer may be blocked from accessing the Platform and/or using the Services in whole or in part but it may still contact Homepay for clarifications and, if necessary, to arrange alternative methods for making urgent payments; however, Homepay does not offer any guarantee or assume any obligation in this regard.

12.3 **Indemnity** - The Customer hereby waives any requests for damages or claims against the Company relating to suspension, interruption or limitation decisions adopted by the Company pursuant to this Article 12, except in the case of wilful misconduct or gross negligence on the part of Homepay. In any case, the Customer reserves the right to request reactivation of the Services as soon as possible.

13. REPRESENTATIONS AND WARRANTIES - ADDITIONAL CUSTOMER OBLIGATIONS

13.1 **Awareness and suitability** - The Customer represents and warrants to the Company:

⟦art-a--13⟧(a) that it is aware of the characteristics and purposes of the Platform and the Services, and in particular the methods by which Payment Transactions are

managed via the Platform (as described in these General Terms and Conditions), and that it believes these methods are suitable for its needs;

⟦art-b--13⟧(b) that it has full capacity and authority to enter into this Contract and to assume the obligations established herein, and - if a legal person - that the person completing and accepting these General Terms and Conditions on its behalf is duly authorised to enter into contracts with the Company;

⟦art-c--6⟧(c) that the execution of payments via the Platform in relation to the Property Transactions, according to the instructions provided, does not violate the rights of third parties or the provisions of the Applicable Law or contractual or statutory obligations to which the Customer is subject;

⟦art-d--6⟧(d) that the persons authorised to operate on the Platform pursuant to Article 5 have full powers of representation and the capacity to act in the name and on behalf of the Customer.

13.2 The Customer warrants that all information provided to the Company (both during registration and during the term of the Contract) is true, accurate, and up-to-date. The Customer undertakes to notify Homepay promptly of any changes to the information provided. The Customer will promptly provide the Company and/or the Payment Services Partner with any additional information or documents that may be requested in compliance with legal obligations (e.g. anti-money laundering due diligence) or for technical-operational needs (e.g. to verify anomalous transactions).

13.3 **Diligent use of the Platform** - The Customer undertakes to use the Platform diligently and in compliance with all instructions for use published by the Company. Furthermore, the Customer acknowledges that the use of the Platform for payment management presupposes the active collaboration of third parties (e.g. notaries, etc.) and the existence of a valid underlying contractual relationship with the counterparties (the Seller or Lessor, etc.); consequently, the Customer undertakes to behave in good faith and fairness towards all parties involved and not to use the Platform in a manner that may cause unjustified prejudice to them.

13.4 **Obligations towards the Payment Services Partner** - The Customer acknowledges that, following activation of the Payment Account and/or Settlement Account and the conclusion of the related contract with the Payment Services Partner, it also assumes direct obligations towards the Payment Services Partner itself. The Customer undertakes to indemnify the Company and hold it harmless from any action, damage, claim or dispute arising from the Payment Services Partner and related to the Customer's failure to fulfil the obligations undertaken pursuant to the Payment Services Partner's Information and Contractual Documentation.

14. LIMITATIONS OF LIABILITY - INDEMNITY CLAUSE

14.1 **Homepay's exclusion of liability for certain events** - To the fullest extent permitted by the Applicable Law and except in cases of wilful misconduct or gross negligence, the Company shall not be liable towards the Customer for any loss or damage, direct or indirect, pecuniary or non-pecuniary, arising from or in connection with:

⟦art-a--14⟧(a) the Customer's use of the Platform or Services in a manner that does not comply with these General Terms and Conditions;

⟦art-b--14⟧(b) delays, lack of execution, errors or interruptions in the provision of Payment Services attributable to the Payment Services Partner or, in any case, malfunctions of the banking/electronic payment systems managed by the Payment Services Partner (in such cases, the Customer must assert its rights against the Payment Services Partner as established by this Contract);

⟦art-c--7⟧(c) disruptions, delays or failures attributable to the Customers themselves, the Notary or other third parties beyond the direct control of Homepay (e.g. errors in confirmations provided via the Platform, failure to send confirmations, failure to provide or incorrect communication of bank details, etc. by such parties);

⟦art-d--7⟧(d) fraud, unlawful access or unauthorised use of the Customer's Account or Credentials, where the Customer has failed to diligently safeguard its Credentials or to promptly notify the Company of any security breaches as required by this Contract;

⟦art-e--5⟧(e) suspension or blocking of the Services pursuant to this Contract or in compliance with obligations under the Applicable Law or orders of the authorities;

⟦art-f--5⟧(f) disputes between the Customer and other parties involved in the Property Transaction (even other Customers), including disputes regarding the entitlement to or reimbursement of amounts paid via the Platform in the event that the Property Transaction does not reach completion;

⟦art-g--4⟧(g) use of the Platform by the Customer for unauthorised purposes or in violation of third-party rights.

14.2 **Limitation of indemnified amount** - Without prejudice to the foregoing, if the Company is found liable towards the Customer for any reason (pre-contractual, contractual or non-contractual), Homepay's liability may not exceed, for each event or series of related events, a total amount equal to the lesser of (i) the total amount paid into the Payment Account for the relevant Payment Transaction for the purposes of such liability charge and (ii) Euro 10,000 (ten thousand). This limitation does not

apply in the event of damages caused due to the Company's wilful misconduct or gross negligence.

14.3 **Customer Indemnity** - The Customer agrees to indemnify and hold harmless the Company, its directors, employees and contractors from any damage, loss, cost, expense (including any legal fees), penalty, charge or demand arising from claims or actions by third parties resulting from violations by the Customer of these General Terms and Conditions or legal obligations. In particular, the Customer will indemnify Homepay from any claims made by other parties involved in the transaction (including other Customers) relating to alleged defaults or irregularities in payments made via the Platform, if such claims are not attributable to a default by the Company but to acts or omissions of the Customer itself. This indemnity clause applies without prejudice to any additional rights to compensation for damages to which the Company is entitled under this Contract and/or the Applicable Law.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 **Homepay's rights to the Platform** - The signing of this Contract does not, under any circumstances, imply the transfer to the Customer of any entitlement to Homepay's Intellectual Property Rights. The Customer is expressly prohibited from reproducing, copying, modifying, decompiling, transmitting, assigning, sub-licensing or distributing to third parties any element of Homepay's Intellectual Property Rights without the prior written consent of the Company, and from performing reverse engineering or otherwise attempting to derive or use the source code or underlying ideas of the Platform software, except to the extent expressly permitted by the Applicable Law. Only those uses of the Platform that are strictly necessary to benefit from the Services in accordance with these General Terms and Conditions are permitted.

15.2 **Third-party content** - Any trademarks, distinctive signs, content or materials on the Platform owned by third parties (e.g. Payment Services Partner logos, Payment Services Partner information documentation, etc.) remain the property of their respective owners. Homepay's use of such distinctive signs or materials is subject to the agreements entered into with the third-party owners or the licences granted. The Customer undertakes not to perform any act that may infringe such rights.

15.3 **Feedback** - The Customer may suggest improvements, corrections or new features to the Platform and Services (feedback) to the Company. The Company will be free to use such suggestions without this entailing any rights for the Customer to their implementation or any obligation to pay a fee, it being understood that all intellectual property rights over the modifications or developments of the Platform will continue to be held by Homepay.

16. TERM – WITHDRAWAL AND TERMINATION

16.1 **Open-ended Contract** - Except as envisaged by the following provisions, this Contract between the Company and the Customer is open-ended and will remain in effect until either party exercises its right to withdraw from it or a cause for termination occurs, as set out below.

16.2 **Customer withdrawal** - The Customer may withdraw from this Contract at any time, without penalty and without having to provide a reason. The withdrawal must be exercised by written notice sent to the Company (via certified email or registered letter with acknowledgement of receipt), with at least 15 (fifteen) days' notice prior to the effective date of the withdrawal. The Customer reserves the right to specify a longer notice period in the withdrawal notice, at the Customer's discretion, up to a maximum of 60 (sixty) days.

16.3 **Company withdrawal** - The Company may withdraw from the Contract at any time, for any reason, with at least 5 (five) days' written notice prior to the effective date of the withdrawal. Homepay's notice of withdrawal will be sent to the Customer in writing (including by standard email). This is without prejudice to the possible application of a different notice period if required by the applicable legislation on Payment Services or by the Payment Services Partner’s Information and Contractual Documentation (for example, in the event of unilateral closure of the Payment Account by the Payment Services Partner, which must take place with the notice period set out in the contractual terms and conditions of the Payment Services Partner accepted by the Customer).

16.4 **Termination for just cause** - The notice period referred to in Article 16.3 above does not apply if the Company terminates for just cause. The following shall constitute, without limitation, just cause for termination by Homepay (i) a significant change to the shareholding structure of the Customer and/or its beneficial owners, where the Customer is a legal person; (ii) the Customer being subjected to criminal proceedings, investigations by the competent authorities, or bankruptcy or insolvency proceedings (judicial liquidation, arrangement with creditors, ordinary liquidation, etc.); (iii) the Customer's state of insolvency or the concrete risk of inability to fulfil its obligations (e.g. notice of protests, foreclosures, mortgages, etc. against the Customer); (iv) malicious or grossly negligent conduct by the Customer that causes harm to the image or commercial interests of the Company; (v) the Customer's violation of particularly significant legal obligations (e.g. anti-money laundering) or use of the Platform for unlawful purposes; (vi) the Broker's loss of authorisation to act as a property broker.

16.5 **Express termination clause** - Without prejudice to any other legal remedy, Homepay shall also have the right to terminate this Contract with immediate effect

pursuant to Article 1456 of the Italian Civil Code, by written notice to the Customer (including by ordinary email), in the event of the Customer's failure to fulfil even just one of the following essential obligations, where applicable depending on the Profile assigned to the Customer: Article 4.3 (*Methods of Use of the Platform*); Article 5 (*Persons Authorised to Operate on the Platform*); Article 6 (*Additional Customer Obligations regarding Use of the Platform*); Article 7.10 (*Settlement Account Rules*); Article 11 (*Financial Conditions*); Art. 13 (*Representations and Warranties – Additional Customer Obligations*). The termination will be effective from the moment the relevant communication reaches the Customer, without prejudice to the Company's right to compensation for any damages suffered.

16.6 **General right of termination -** Each Party has the right to terminate the Contract, by written notice sent via certified email or registered post, in the event of the other party's breach of its obligations under the Contract, provided that such breach is not minor pursuant to Art. 1455 of the Italian Civil Code.

16.7 **Effects of termination of the Contract** - The termination of the contractual relationship arising from these General Terms and Conditions - following withdrawal by one of the Parties or termination for breach or otherwise - will automatically also result in the termination of the contractual relationship between the Customer and the Payment Services Partner relating to the Payment Account or Settlement Account, as applicable, as well as the Payment Services. Consequently, from the effective date of termination, the Customer will no longer be able to use the Platform or the Payment Services, and the Payment Account or Settlement Account will be closed (subject to completing any transfer transactions of residual funds owed to the Customer or other parties, net of any commissions, costs, charges or amounts due to the Company and/or the Payment Services Partner, according to the final instructions communicated). The Customer must comply with all closure procedures and obligations required by the Company and/or the Payment Services Partner in the event that the relationship is terminated (e.g. provide an IBAN for residual funds, return any payment devices, etc.). The termination of the relationship with the Offeror does not, in any case, affect the binding nature of the instructions already confirmed as of the termination date, which must therefore be executed in compliance with the provisions of this Contract.

17. COMMUNICATIONS

17.1 **Homepay communications -** Except as otherwise established by these General Terms and Conditions, communications from the Company to the Customer relating to this Contract may be made in writing via: (i) email (including non-certified email) sent to the email address provided by the Customer during registration (or subsequently updated); or (ii) notification or notice made available within the

Customer's Account on the Platform. Communications of a legal nature or of particular importance (e.g. notices of withdrawal, formal notices, contractual amendments) may be sent via certified email (PEC) to the Customer's certified email address, if provided, or by registered post with acknowledgement of receipt to the last physical address provided, without any obligation on the Company's part to use these channels. The Company may update its contact details for communications, notifying the Customer via the Platform.

17.2 **Customer communications** - Communications sent by the Customer to the Company must be sent to the following addresses, unless otherwise indicated: (i) ordinary communications or requests for assistance: by email to supporto@gethomepay.com or via the dedicated contact forms or support section on the Platform; (ii) formal communications (e.g. exercise of withdrawal, complaints, formal warnings): via certified email to info@pec.home-pay.it or by registered letter with acknowledgement of receipt sent to Homepay's registered office as indicated in Article 1.1.

17.3 **Obligation to update contact details -** The Customer is required to keep its contact details (email address, certified email address if available, postal address, telephone number) communicated to the Company constantly updated. Any changes must be promptly entered by the Customer using the dedicated feature available on the Platform or communicated to the Company in writing. Homepay will not be liable for any detrimental consequences resulting from the Customer's failure to update its contact details (e.g. failure to receive important notices).

18. UNILATERAL AMENDMENTS

18.1 **Right of amendment -** The Company reserves the right to amend unilaterally these General Terms and Conditions, as well as any applicable financial terms, at any time for legitimate reasons. By way of example and without limitation, amendments may be necessary or appropriate due to changes in the functionality or operating methods of the Platform and/or the Services, changes in costs incurred by the Company for their management, developments in the market context or applicable regulations, or if the need arises to adapt the contract to altered technical or organisational conditions. Such amendments may also require the insertion of new clauses into the Contract.

18.2 **Procedure and notice -** Amendments will be communicated to the Customer in writing, by sending a specific communication (containing the updated text of the amended clauses and the effective date) via email, registered letter with acknowledgement of receipt, or certified email to the Customer's address as noted in the records, with at least 30 (thirty) days' notice prior to the effective date of the

amendments, except in cases of urgency (e.g. entry into force of regulatory provisions or other urgent obligations).

18.3 **Right of withdrawal in the event of amendment -** By the effective date of the communicated unilateral amendments (or by any longer notice period indicated in the communication itself), the Customer has the right to withdraw immediately from the Contract without charge, by sending written notice to the Company. The right of withdrawal applies only to categories of Customers whose rights have been modified as a result of the unilateral amendments in question, based on the Profile assigned to them; however, this right will not apply to categories of Customers whose rights are not affected by the amendments. In the event of withdrawal, the Contract will continue to be governed by the provisions in force prior to the amendments until the effective date of the withdrawal. If the Customer entitled to do so does not exercise the right of withdrawal by the above-mentioned deadline, the amendments will be deemed to be accepted by the Customer and will become binding from their entry into force.

18.4 **Reference to the Payment Services Partner's Information and Contractual Documentation -** The provisions of this Article 18 do not, in any case, affect any provisions regarding unilateral amendments contained in the Payment Services Partner's Information and Contractual Documentation with respect to the Payment Services; in particular, the Payment Services Partner may reserve the right to amend its financial or contractual conditions by giving prior notice to the Customer, according to terms other than those indicated above. Any changes made by the Payment Services Partner to its contracts will be communicated to the Customer according to the methods established by the Payment Services Partner, via Homepay or directly.

19. APPLICATION OF THE CONTRACT TO PROPERTY LEASES AND NON-PROPERTY TRANSACTIONS

19.1 **Application to Non-Property Transactions** - The Services indicated in this Contract may also be used in connection with the conclusion of Non-Property Transactions (e.g. purchase and sale of movable property or registered movable property, etc.) that require the payment of a Security Deposit or the payment of an amount for another reason; all provisions of the Contract therefore apply *mutatis mutandis* to these relationships. In such cases:

⟦art-a--15⟧(a) any reference to the Offeror or Seller shall be construed as a reference to the party intending to purchase or sell, respectively, the right to the asset subject to the Non-Property Transaction;

⟦art-b--15⟧(b) any reference to the Broker shall be construed as a reference to the Broker acting in the context of the Non-Property Transaction;

⟦art-c--8⟧(c) any reference to the Property Purchase and Sale or Transaction shall be construed as a reference to the Non-Property Transaction settled via the Platform.

> In the context of Non-Property Transactions, the Security Deposit and other amounts paid may be returned to the Offeror or transferred to the Seller, based on the instructions provided in this regard by the Broker.

20. MISCELLANEOUS PROVISIONS

20.1 **Partial invalidity -** The invalidity or ineffectiveness of one or more provisions of these Terms and Conditions shall not affect the validity of the remaining provisions, which shall remain in full force and effect. Invalid or ineffective provisions shall, where possible, be interpreted or amended in accordance with the Applicable Law, so as to reflect as closely as possible the original common intention of the parties and to safeguard the overall balance of the Contract.

20.2 **Promotional materials -** Any advertising materials, promotional communications or general information on the Website or App (e.g. banners, advertisements of third-party services, links to partner sites, summary descriptions of Services) are for informative purposes only and do not constitute an integral part of these Terms and Conditions, nor can they in any way derogate or modify the provisions contained therein.

20.3 **Tolerance -** Any tolerance by the Company of conduct by the Customer in violation of these General Terms and Conditions (or vice versa) does not constitute a waiver of the rights arising from the violated clauses, nor of the right to demand the proper performance of all contractual terms. Any failure to exercise a right or delay in exercising it shall not be construed as a waiver thereof.

20.4 **Right to use third parties -** The Company has the right, at any time, to use third-party providers to perform all or part of its services under the Contract, including, but not limited to, Platform maintenance and hosting services, customer identification and verification services, technological analysis and security services, etc. This will in no way alter the Company's obligations towards the Customer, nor will it require the Customer's consent, without prejudice to the protection of personal data pursuant to the Privacy Policy.

20.5 **Assignment of contract -** The Customer may not assign this Contract, nor transfer the rights or obligations arising hereunder to third parties, without the prior written consent of the Company. The Company shall have the right to assign the Contract or the rights and obligations arising hereunder to third parties (e.g. another

group company or the transferee of a business or business unit) at any time by simple written notice to the Customer. In such case, the Customer hereby agrees to release the assigning Company from any obligations subsequent to the effective date of the assignment.

21. APPLICABLE LAW AND JURISDICTION

21.1 **Applicable law -** This Contract is governed by Italian law and must be interpreted in accordance with it. For anything not expressly covered by the General Terms and Conditions, the provisions of applicable Italian law shall apply, including - for Customers who qualify as Consumers - the mandatory provisions of the Consumer Code.

21.2 **Jurisdiction -** Any dispute arising from or relating to these General Terms and Conditions, their interpretation, validity, effectiveness, execution or termination shall be subject to the exclusive jurisdiction of the Court of Milan, with the express exclusion of any other competing or alternative jurisdiction. Notwithstanding the foregoing, if the Customer qualifies as a Consumer pursuant to the Consumer Code, the provisions in force regarding consumer jurisdiction shall apply (Article 66-bis of the Consumer Code): in this case, any disputes initiated by the Customer shall be subject, at their discretion, to the court of the place where it resides or is domiciled; for disputes initiated by the Company, the court of the Customer's residence or domicile shall have exclusive jurisdiction.

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Homepay S.r.l.