



Business Driver **.PRO**
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**Business Driver
Master Subscription Agreement**

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Business Driver – Master Subscription Agreement

CONDITIONS OF USE OF BUSINESS DRIVER

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Welcome!

As part of the Service, Business Drivers will use the service, which includes a web interface, archiving and access of data. Entry to or use of the Service will be interpreted as consent to comply with this Agreement, including any materials available on the website of Business Driver incorporated by reference in this Agreement, including but not limited to, security policies and privacy. A Definitions section is included for reference to the term of this Agreement.

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1. Privacy and Security Statement

The Privacy and Security statements of Business Driver can be viewed at <http://www.businessdriver.pro>. Business Driver reserves the right to change from time to time, the privacy and security statements in its reasonable discretion. Note that because the Service is a hosted online, Business Driver may occasionally notify all users of the service some important announcements regarding the operation of the Service. If the contractor becomes a paying customer of the Service, agrees that Business Driver may disclose information that the contractor is a paying customer and the service it uses.

2. License Grant and Restrictions

Business Driver gives the contractor the non-exclusive, non-transferable license to use the service throughout the world, only for internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted are reserved rights of Business Driver and its licensors.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

The contractor will not (i) license, sublicense, sell, resell, transfer, assign, distribute or exploit in any other way for commercial purposes, or make available to any third party the Service or the Content in any manner, (ii) modify or create derivative works which are based on the Service or the Content, (iii) to create "connections" to the Internet, or run the "framing" or "mirror" any Content on any other server or wireless device or Internet-based, (iv) reverse engineer or access the service for the purposes of (a) creating a competitive product or service, (b) create a product using ideas, features, functions or graphics similar to those of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses can not be shared or used by more than one individual User but may be reassigned from time to time to new Users replacing former Users who may have ceased their jobs or have changed their working status or role and no longer uses the Service.

The contractor will use the Service solely for internal business purposes and will not: (i) send spam or otherwise duplicate or unwanted messages that violate the laws in force, (ii) send or store any unlawful, obscene, threatening, or defamatory material in any other way illegal or abusive, including material harmful to minors, or who violates the privacy rights of third parties, (iii) send or store material that contains viruses, worms, Trojan horses or other code, file, script, agents or malicious programs and computer software, (iv) interfere with or stop the integrity or performance of the Service or the data contained therein, (v) attempt to gain unauthorized access to the Service or its systems and networks correlated.

3. Contractor's responsibilities

You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. Property of Customer Data

Business Driver does not own any data, information or material that is sent from the contractor during the use of the Service ("Customer Data"). The contractor, not Business Driver, will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use all Customer Data and Business Driver will not be held liable for the deletion, correction, destruction, damage, loss or failure to store data of the customer. If this Agreement is terminated (for any reason other than a breach by the contractor), Business Driver will make available to the contractor a file containing the customer data within 30 days of extinction, following a request by the contractor at the time of extinction. Business Driver reserves the right to withhold, remove and / or delete the Customer Data without notice in case of any violation, including, without limitation, any non-payment by the contractor. After a recess for just cause, the right of the contractor to access or use Customer Data shall be immediately revoked and Business Driver will have no obligation to store or forward the customer data.

5. Ownership of Intellectual Property

Business Driver only and, where applicable, its licensors, are holders of all rights, title and interest, including all Intellectual Property Rights and related to Technology, Content and Service Business Driver, and any suggestion, idea, the request for improvement, comments, advice or other information about the service provided by the contractor or any other party. This Agreement shall not constitute a sale and does not guarantee the Contractor any right of property on or connected to the Service, the Business Driver Technology or intellectual property rights under which Business Driver. The Business Driver name, logo, Business Driver and product names associated with the Service are trademarks of Digital Solution or third parties and shall not grant any license or right to use them.

6. Termination for Just Cause

Any unauthorized use of technology or the Business Driver Service will be considered a material breach of this Agreement. Business Driver, in its sole discretion, may revoke the validity of the password, the account or the right use of the Service if the contractor violates or acts in any manner not in accordance with the provisions of this Agreement. In addition, Business Driver can choose to stop a free account at its discretion. The contractor agrees and acknowledges that Business Driver has no obligation to retain Customer Data and may delete such Customer Data if the contractor has committed any material breach of this Agreement.

7. Representations and Warranties

Each party represents and warrants that it holds the legal power and authority necessary to enter into the Agreement. Business Driver declares and guarantees to provide the Service in a manner consistent with the overall sectoral standards reasonably applicable to this provision and that the Service will perform substantially in accordance with the online documentation of Business Drivers, during normal use and under normal circumstances. The contractor represents and warrants that it had provided false information on his identity in order to gain access to the Service.

8. Mutual Indemnification

The contractor agrees to indemnify and hold harmless Business Driver, its licensors and all parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys and agents in respect of any claim, cost, damages, losses, liabilities and expenses (including legal fees and expenses) arising from or related to (i) a claim that supports the use of customer data violates the rights of injured or have a third party, (ii) a complaint which, if true, would constitute a breach by the contractor of the representations and warranties made, or (iii) a claim arising from a breach by the contractor or its Users of this Agreement, provided in a case of this kind, Business Driver that (a) provide timely written notice of such complaint to the contractor, (b) provides the contractor the exclusive control of the defense and settlement of the claim (that the contractor can not settle or defend any claim unless it has raised unconditionally Business Driver from all responsibilities and that this solution has no consequence on the Service or Business Driver), (c) provide to the contractor all the information and assistance available, (d) has not reached a compromised or settled such claim.

Business Driver will have no obligation for compensation and the contractor agrees to indemnify Business Driver under this Agreement, for claims arising from any infringement due to the combined effect of the Service and any product, service, hardware or business process of the contractor.

9. Disclaimer

BUSINESS DRIVER AND ITS LICENSORS DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES REGARDING RELIABILITY, TRUTHFULNESS, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE AND ALL OF ITS CONTENT. BUSINESS DRIVER AND ITS LICENSORS DO NOT WARRANT OR SAY THAT (A) YOUR USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR

THAT THE SERVICE MAY OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OF CONTRACTING, (C) ANY GIVEN IS CLOSED ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY MEANS OF THE CONTRACTING SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OF CONTRACTING (A) ANY ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR / I SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL ITS CONTENT ARE PROVIDED TO THE CONTRACTOR STRICTLY "AS IS." ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HERE REJECTED DA BUSINESS DRIVERS AND ITS LICENSORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Internet Delays

BUSINESS DRIVER SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET AND ELECTRONIC COMMUNICATION FACILITIES. BUSINESS DRIVER IS NOT RESPONSIBLE FOR ANY DELAYS, NON-DELIVERY OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

11. Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY MAY EXCEED THE AMOUNT ACTUALLY PAID BY AND / OR DUE FROM THE CONTRACTOR IN THE PERIOD OF 12 MONTHS IMMEDIATELY PRECEDING AT THAT HAS CAUSED SUCH CLAIM. IN NO EVENT SHALL THE PARTIES AND / OR THEIR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER KIND AND NATURE (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN ANY WAY RELATED TO THIS SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF A PARTY WHICH SEEKING DAMAGES OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Further rights

Some states and / or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental damages, consequential damages or for some other, so the above exclusions may not be applicable.

13. Forewarning

Business Drivers can provide early warnings through a general notice on the Service, through an email message sent to the e-mail address of the registered contractor in the information provided. Such notice shall be considered notified after 12 hours from dispatch.

14. Changes to Terms

Business Driver reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time from the publication of an updated version of this Agreement on the Service. You are responsible to check regularly for updates to this Agreement. The continued use of the Service after publication of these changes will be interpreted as consent and acceptance of such changes.

15. General provisions

This Agreement is subject to the laws of Italy, regardless of the choice or conflicts of law provisions of any jurisdiction, and any dispute, action, claim or cause of action arising out of or related to this Agreement or the Service will be subject to the jurisdiction exclusive of the Court of Rome, Italy. No other text or information set out in any purchase order, form or document (other than an Order Form, if applicable) will be an addition or modification to the terms and conditions of this Agreement. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed, wherever possible, to reflect the intentions of any clause and / or invalid and not applicable while the other terms remain valid and in force. This Agreement and your use of the Service shall not constitute a joint venture, partnership, type of employment, or agency relationship between the contractor and Business Driver. The non-exercise by the Business Drivers of any right or provision contained in this Agreement shall not constitute a waiver of such right or provision, unless this has been recognized and accepted by Business Driver for writing. This Agreement, together with any applicable Order Form, constitutes the entire agreement between the contractor and Business Drivers and replaces any negotiation, discussion or prior agreement or contemporary, whether written or oral, between the parties, on the subject matter of this Agreement.

16. Definitions

For the purposes of this Agreement and in any order form now and henceforth associated:

"*Agreement*", defines the set of terms that govern your use online, any order form, written or sent through the online order Center or established between the parties via e-mail, and any material available on the website of Business Driver expressly incorporated by reference herein, and any updates to this material, including the terms of this Agreement, determined from time to time by Business Driver at its discretion;

"*Content*" means information, documents, software, products and services and audio visual content on the Service or made available to the contractor in the use of the Service;

"*Customer Data*" means any data, information or material provided by the contractor or sent to the Service in the use of the Service;

"*Date of application*" means the date on which the contractor accepts this Agreement by selecting the "Accept" presented on the screen when the agreement is displayed, or the date the contractor starts to use the Services (whichever is the earlier date between the two);

"*Initial Term*" means the initial period during which the contractor is required to pay the Service according to the billing frequency selected by the contractor during the subscription process (eg, if the billing frequency is quarterly, the Initial Term is the first quarter);

"*Intellectual Property Rights*" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, rights of domain name, the rights topography of the semiconductor industry, the rights to know-how and other trade secrets, and all other intellectual property rights, derivatives and forms of protection similar to that in any country in the world;

"*Administrator's license*" means the contractor appointed by the Users who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and administer in any other way ' use of the Service;

"*License Period*" means the period or periods in which a specified number of Users are granted a license to use the Service in accordance with the rules of their order forms;

"*Order form*" set out the form in which you specify the initial subscription of the Service and any other form of order submitted online following (including by email) or in writing, which shall specify, among other things, the number of licenses and other services subscribed to, costs applicable, the billing period, and

other charges established by the parties, each of which will be incorporated and become an integral part of (in case of conflict between the terms of this Agreement and the terms of any of these forms of order, the terms of the Agreement shall prevail);

"*Online Order Center*" defines the online business application that allows the driver license designated by the contractor, among other things, add additional Users to the Service;

"*Business Driver*", sets, collectively, the Service and related business units of the Digital Solution Daniele Bencivenga, PI IT07420771003 Address: Italy, Rome 00174 133, Via Quintilio Varo;

"*Technology Business Driver*" means all technology owned Business Drivers (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, projects and other material or information whether tangible or intangible) made available to the Contracting Business Drivers in the provision of the Service;

"*Service/s*" means the specific version of the service of CRM, billing, analysis, management, or other services to online ERP Business Driver identified during the ordering process, developed, operated and managed by Business Driver, accessible through <https://login.mybusinessdriver.com> or another website or designated IP address, or other products or services ancillary online or offline to the contractor provided by Business Driver, to which the contractor may have access under this Agreement, including the Technology Content and Business Driver;

"*User/s*" means the employees, representatives, consultants, contractors or agents of the contractor who are authorized to use the Service and have been supplied user ID and password by the contractor (or Business Driver at the request of the contractor).

Questions and Additional Information:

For questions and further information related to this Agreement, please write to info@businessdriver.pro