



Ushare® is trademark of SPM srl

# **GENERAL CONDITIONS OF SALE OF THE USHARE UCARD AND OF THE USE OF SPM SERVICES**

## **1. Subject. Scope of**

1.1. These General Conditions (hereinafter: "**General Conditions**") discipling the distance contract (hereinafter: "**Contract**"), pursuant to Chapter I, Title III (articles 45 and following) of the Client Code (Legislative Decree No. 206/2005) and Legislative Decree No. 70/2003 (containing the regulation of electronic commerce) concerning the sale of intangible Ucards called "**Ucard Ushare**" (hereinafter: the "e **Ucard**"), marketed and sold by **SPM s.r.l.** (hereinafter: "**SPM**"), with registered office in Via Fontana dell'Oste, 29 / A - 00034 Colleferro (RM) (Tax Code, VAT and registration number in the Register of Companies of Rome: 15594581009; e- mail: info@ushare.marketing; PEC: spm@pec.cloud) on behalf of **DTSocialize Ltd**, based in Malta - Kathleen Court, Flat 1, Trip il-Kappucini, Zabbar - Registration Number C 87045, through the website Web **www.ushare.marketing**.

1.2. The sale covered by the Contract, takes place between SPM and the **consumer**, the latter to be understood - pursuant to Article 3 of the Consumer Code - as a natural person who acts for purposes unrelated to any business, commercial, craft or professional activity that may be carried out (hereinafter: "**Customer**"). **SPM** and the Customer may also later be defined individually as "**the Party**" and jointly as "**the Parties**".

1.3. Before proceeding to the conclusion of the Contract, the Customer is required to carefully read and approve these General Conditions, by selecting the appropriate box, made available to the Customer during the purchase procedure and before the conclusion of the Contract.

1.4. The information relating to the costs of the Ucards, as well as to the technical characteristics of the same, are already known to the Customer, prior to their purchase, and, in any case, are shown in the Dashboard of the Customer's personal account (hereinafter: "**Account**") of referred to the Article 2. that follows, and which can be consulted at any time.

1.5. These General Conditions can be modified at any time by SPM. Any changes will be effective from the moment they are published on the website [www.ushare.marketing](http://www.ushare.marketing), in the section "**Documents**" of the Dashboard. Customers are therefore invited to regularly access the site and to consult, before making any purchase, the most updated version of the General Conditions. However, it is understood that the applicable General Conditions are those in force on the date of transmission of the purchase order of the Ucard (s).

1.6. These General Conditions do not regulate the sale of products and / or services, by other subjects than SPM, that are present on the website through the links, banners or other hypertext links.

1.7. It is understood that, also for the needs of managing the procedures for issuing Ucard by SPM, the maximum annual limit that can be purchased is equal to Euro 12,000.00 (VAT included).

## **2. Account**

2.1 The purchase of the Ucard can only take place after the registration on the website: [www.ushare.marketing](http://www.ushare.marketing), in the manner described below.

2.2 Registration on the website is free. To register on the site and create an account, the customer must follow the procedure indicate, entering their personal data requested, as well as an e-mail address and password.

2.3. The Customer is prohibited from entering personal data of third parties, from false, invented, and / or invented data.

The Customer declares and guarantees, in this regard, that the data provided to SPM during the registration procedure, on the site or at any other time and / or on the occasion of its relationship with SPM, are complete, truthful and referring to the Customer himself, and undertakes to keep SPM harmless and indemnified from any damage, compensation obligation and / or sanction

deriving from, and / or, in any way connected, to the breach by the Customer of the guarantee referred to in this Art.2.3. and / or the violation of the rules on registration on the Site and / or on the conservation of registration credentials.

The Customer is required to communicate to SPM's dedicated assistance service ("dtcirclesupport.com"), the request for modification of the data originally entered, indicating the reason for the request and attaching valid documents to prove the modification.

2.4. Each customer can take advantage of only one registration on the site. It is therefore forbidden for the Customer to create multiple accounts referable to the same person, also through the use of data corresponding to the truth. In the event of violation of this prohibition, SPM reserves the right to close all accounts relating to the same person. The Customer also undertakes to keep SPM harmless and indemnified from any damage, compensation obligation and / or sanction deriving from, and / or in any way connected, to the violation by the Customer of the prohibition referred to in this Art.2.4.

2.5. SPM reserves the right to refuse registration on the website by a Customer: (I) who has previously violated these General Conditions and / or the conditions and / or terms of the Contract; (II) that the customer has been involved in fraud of any kind, and in particular in fraud related to credit card payments; (III) that has released and / or communicated false, invented, fictional, incomplete or in any case inaccurate and / or in any way not true information or data referring to third parties.

2.6. The registration credentials (e-mail address and password) must be kept with extreme care and attention by the customer. Furthermore, they can only be used by the Customer and cannot be transferred to third parties. The Customer undertakes to keep them secret and to ensure that, no third party has access to them. The Customer also undertakes to immediately inform SPM if he suspects or becomes aware of an improper use or an undue disclosure of the credentials themselves.

2.7. Registration allows the Customer to perform, through the Account, the following additional activities:

- check the status of the orders and view the archive of orders previously made;
- change your access password;
- take advantage of dedicated services that can be activated from time to time by SPM.

### **3. Information directed to the conclusion of the Contract**

3.1. In accordance with Legislative Decree no. 70/2003, SPM informs the Customer that:

3.1.1. to conclude the Contract, the Customer must complete an order, in electronic format and transmit it to SPM, electronically, following the instructions that will appear, from time to time, on the site;

3.1.2. if provided, the order must be sent within the maximum time indicated on the site;

3.1.3. The Contract is concluded when the order reaches the SPM server;

3.1.4. once the order has been registered, SPM will send the Customer, to the email address indicated, the order confirmation containing: a summary of the general and particular conditions applicable to the Contract, the detailed indication of the price, the means of payment used, as well as the information relating to the Customer Service contacts, to which the Customer can contact for assistance and / or make complaints.

The order confirmation e-mail, which will contains a link to the General Conditions, constitutes confirmation of the Contract, concluded on a durable medium pursuant to Art. 51, paragraph 7, of the Consumer Code; the Customer acknowledges and acknowledges that, sent this e-mail, SPM has fulfilled the documentation obligations incumbent on it and that, therefore, the Customer is bound by the Contract and is, in particular, required to pay the amount due, to regardless of the receipt of the order confirmation e-mail, which depends on third parties and / or factors that are outside the sphere of control of SPM (e.g. e-mail provider used by the user);

3.1.5. the order will be filed in the SPM database for the time necessary to execute it and, in any case, in accordance with the law. The Customer will be able to access the order and / or the data relating thereto through the Account.

#### **4. Methods and terms of payment**

4.1. The payment of the purchased Ucard can be made by credit card (VISA, VISA ELECTRON, MASTERCARD, AMERICAN EXPRESS circuits), Bank transfer, Payeer and Bitcoin. These payment methods are also visible in the online order form. In order to ensure the security of payments made on the site, and prevent any fraud, SPM reserves the right to ask the Customer to carry out the KYC (know your customer) procedure, which provides for the transmission of identity documents, through the platform and possibly to other documents such as a document certifying the actual residence, to comply with the anti-money laundering regulatory provisions. The requested documents must be valid.

In the event that SPM does not receive these documents, within the deadline indicated in the request made through an automated procedure when logging in to the platform, or if it receives incomplete and / or untruthful and / or invalid documents, the Contract will be considered terminated by law, pursuant to, and for the effects of Art. 1456 of the Italian Civil Code, and the consequently canceled order, except for the right of SPM to compensation for any damage suffered due to the Customer's non-compliant behavior.

The termination of the Contract, of which the Customer will be notified by e-mail, within 5 (five) working days from the expiry of the deadline for sending the documents requested by SPM, will result in the cancellation of the order, with consequent refund of the amount paid by the Customer, by crediting the same means of payment used.

In the case of timely receipt by SPM of the requested documentation - as long as it is valid -, the processing terms applicable to the order will start from the date of receipt of this documentation.

##### **4.1.1. Payment with credit card**

In the event of payment by credit card, the amount due will be debited at the time the order is sent. SPM uses a secure payment service which involves the use of the SSL security protocol. The confidential credit card data (card number, expiration date holder, security code) are encrypted and thus transmitted to the payment manager.

##### **4.1.2. Payment by bank transfer**

In case of payment by bank transfer, the coordinates are as follows: SPM S.r.l. – IBAN: IT28W0358901600010570778777 - BIC/SWIFT: BKRAITMM – **Banca Allianz**

The Customer must pay within 4 (four) days from the order confirmation referred to in Art.3.1.4. that comes before. In this regard, the value date of the payment will be text. If SPM does not receive payment within 7 (seven) days from the sending of the order confirmation, the Contract must be considered terminated pursuant to and for the purposes of art. 1456 of the Italian Civil Code, and the order consequently canceled . The Customer will be notified of the termination of the Contract by e-mail within 5 (five) working days from the aforementioned term.

##### **4.1.3. Payment by Payeer**

The Customer must pay by opening a ticket in dtcirclesupport.com, specifying the transaction credentials and the order code to be paid, received at the email address indicated by the Customer. The Customer will have to pay in this way, within 4 days from the order confirmation, referred to in Art.3.1.4. that comes before. In this regard, the value date of the payment will be text. If SPM does not receive payment within 7 (seven) days of order confirmation, the Contract will be considered terminated pursuant to and for the purposes of art. 1456, of the Italian Civil Code, and the order consequently canceled. The Customer will be notified of the termination of the Contract by e-mail within 5 (five) working days from the aforementioned term.

##### **4.1.4. Payment througt Bitcoin**

The Customer must pay by opening a ticket in dtcirclesupport.com, specifying the transaction credentials and the order code to be paid, received at the email address indicated by the Customer. The Customer will have to pay in this way, within 4 days from the order confirmation referred to in Art.3.1.4. that comes before. In this regard, the value date of the payment will be text. If SPM does not receive payment within 7 (seven) days of order confirmation, the Contract will be considered terminated pursuant to and for the purposes of art. 1456, of the Italian Civil Code, and the order

consequently canceled. The Customer will be notified of the termination of the Contract by e-mail within 5 (five) working days from the aforementioned term.

## **5. Methods and times of order fulfillment. Legal guarantee of conformity**

5.1. The purchased Ucard is intangible and is delivered - electronically - directly to the Customer's Account within 7 (seven) days of the order confirmation, pursuant to Art. 3.1.4. above and provided that the payment has been successfully completed, pursuant to Article 4 above and that SPM has received the documents required pursuant to Article 4.1. above (in the latter case, the order fulfillment period will start from the receipt of these documents).

The Customer can verify the correct activation of the Ucard by accessing his Dashboard, verifying that the amount carried in the Ucard appears in the appropriate box called "Ubalance" and that it represents the value that the Customer can spend to purchase DTCircle products and services. The Ucard is immediately usable and expendable by the Customer by accessing the Account.

5.2. The Ucard is covered by the legal guarantee of conformity pursuant to Articles 128 et seq., Consumer Code.

5.3. Any lack of conformity must be reported in writing by the customer, in accordance with the law, under penalty of forfeiture of the guarantee. In the event of a lack of conformity reported by the Customer in accordance with the provisions of this Article 5.3, the Customer has the right, at a preliminary and free of charge, to restore conformity, unless the requested remedy is objectively impossible for the Seller.

5.4. In the event that the replacement of the Ucard - through new disbursement - is objectively impossible, or the replacement has not been made within reasonable terms, or the replacement previously carried out has caused significant inconvenience to the Customer, he has the right, at his choice, to the reduction of the price paid or upon termination of the Contract.

## **6. Use of the Ucard.**

6.1. The Ucard purchased by the Customer may be used to purchase the products and services available, from time to time, in the "Shop" section of the Account, on the website [www.ushare.marketing](http://www.ushare.marketing). The Ucard is valid, as a partial or complete payment method, for the products and services purchased and can be used several times until the credit runs out.

6.2. The Ucard is valid for 12 (twelve) months from the disbursement of the same and will therefore be used within this period. Any credit not used on that date will not be refunded and / or transferred to another Ucard possibly purchased by the Customer. The Ucard can be combined with other Ucard (s) possibly purchased by the Customer.

6.3. The Ucard cannot be converted into currency having legal tender status in the Customer's country of residence, nor transferable and / or transferable to third parties.

## **7. Right of recess.**

The Customer has the right to recess from the Contract concerning the Ucard, without specifying the reason, within 14 (fourteen) days from the disbursement of the Ucard pursuant to Article 5 above, by sending, within the above term, a written communication using the dedicated customer service department at [www.dtcirclesupport.com](http://www.dtcirclesupport.com).

For the exercise of the right of recess, the Customer can use the communication model available in the Account. Within 14 (fourteen) days from the date on which SPM was informed of the Customer's decision to recess from the Contract, the payments made will be refunded to the Customer.

Unless otherwise agreed in writing between the Parties, refunds relating to the purchase of Ucards will be made using the same payment method used by the Customer for the initial transaction.

## **8. Customer obligations**

8.1. In order to access the Account and use the services available on the SPM website (hereinafter, jointly: the "**SPM Services**"), the Customer must have a suitable and functioning Internet connection and a device (PC, notebook, tablet or smartphone).

8.2. The customer agrees to:

- i. use the SPM Services in accordance with the laws and regulations in force, and in compliance with the rights of SPM and third parties, scrupulously following these General Conditions and the technical instructions for use given by SPM and / or available on the website itself;
- ii. not take any action that could compromise the security of systems and / or devices, to which the Customer has access through the SPM Services or compromise, interfere with or interrupt the operation of the SPM Services;
- iii. not to disclose their access credentials to the SPM Services, thus preventing them from being used improperly or unduly and in any case remaining responsible for each use of the same and for each operation carried out by accessing your Account;
- iv. immediately notify SPM if it becomes aware of unauthorized access to the Account.

8.3. The Customer undertakes to indemnify and hold SPM harmless from any claim and / or request and / or action that may be brought by third parties - both out of court and in court - in relation to alleged violations of legal and / or regulatory provisions committed by the Customer , or with the assistance of the latter, through and / or in the use of the SPM Services. The Customer undertakes to immediately inform, in writing, SPM if any claim and / or request and / or action should be proposed against the same, and in any case must take on the management of the co-introversy by supporting all costs and charges, even in the event that the claim and / or request and / or action should prove unfounded.

8.4. The Customer also undertakes to indemnify and hold SPM harmless from any claim, request, loss, cost, burden, disbursement and / or prejudicial consequence should it arise from actions and / or claims and / or requests proposed by third parties in the against SPM, in dependence or in connection with the Customer's use of the SPM Services in an improper manner, with Customer's breaches of the obligations and guarantees deriving from these General Conditions or in any case concerning acts or facts that pertain to the Customer's sphere , with the violation of the rights of any third party, including in the field of intellectual property and / or copyright.

## **9. Obligations of SPM. Assistance**

9.1. SPM undertakes to make the SPM Account and Services available to the Customer, as well as to keep its technological platform updated, ensuring adequate security standards, taking into account the state of the art and the technology available.

9.2. SPM provides the Customer with an assistance service, aimed at supporting, available at [www.dtcirclesupport.com](http://www.dtcirclesupport.com). Any form of assistance to the Customer regarding any programming and / or management problems not directly connected to the functionality of the SPM Services, or connected to the operation of the Customer's devices, is excluded.

## **10. Guarantees. Disclaimer**

10.1. SPM declares and guarantees that the Services are not affected by defects which exclude and / or significantly decrease their potential use with respect to the relative description made available by SPM.

10.2. Except as provided in Art.9.1. above, and without prejudice to the mandatory limits of the law, SPM does not guarantee that:

- a. the Services comply with the Client's expectations, or they meet the specific purpose pursued by them;
- b. the Services operate without interruption, or suspension, due to technical problems.

10.3. Without prejudice to the mandatory limits of the law, SPM is not responsible for damages of any kind and / or nature that may arise to the Customer as a result of the use of the SPM Services, or access to the Account, unless they are not due to malfunctions of the SPM technological platform for which the latter is responsible.

10.4. SPM is not responsible for any unauthorized third party access to the SPM Account and / or Services, made using the Customer's credentials.

## **11. Intellectual property rights**

11.1. The intellectual property rights on the Services, as well as on the products and / or services sold by SPM, on the operating interface, on the logos, on the brands and on any distinctive sign of SPM or of third parties (hereinafter: "**Intellectual Property**"), remain the exclusive property of SPM or the third parties who own it.

11.2. The Customer acknowledges and agrees that all rights to exploit the economic Intellectual Property remain the property of SPM.

11.3. The Customer is prohibited from:

- i. remove, obscure or modify the General Conditions or any notice or link relating to these General Conditions or copyright notices or any other proprietary notice contained in the Account;
- ii. use, print, display, SPM information and content without the prior written consent of SPM;
- iii. register any Intellectual Property owned by the SPM, nor register or cause the registration of Intellectual Property that could be confused with that owned by the SPM. This obligation also applies to the registration of any domain name of which SPM is the owner.

## **12. Suspension and / or interruption of the SPM Services. Account closure by SPM.**

12.1. The Customer acknowledges and accepts that the use of the functions related to the SPM Services and the access to the Account, may be subject to suspension or interruption, in whole or in part, for reasons beyond any control by SPM, such as, by way of example and not limited to, slowing down, congestion and / or overloading of the system, the Internet access network, telephone lines and computers that manage telematic traffic, tampering or illegal interventions by third parties on services or equipment used SPM Services, extraordinary events, as well as unforeseeable circumstances or force majeure, for the latter being understood as unforeseeable events due to natural causes (such as earthquake, flood, landslide, tsunami, and natural events for which the state has been declared by the competent authority of emergency or natural disaster), governmental acts and measures, fires also in the data center, explosions, riots, embargo hi, sabotage, terrorist acts, acts and measures of civil or military authorities, strikes and interruptions of electricity.

12.2. The functions related to the SPM Services and access to the Account may also endure total or partial suspensions in order to guarantee maintenance interventions pursuant to Art. 13. that follows, or in order to remedy failures, defects, malfunctions to one or more elements of the infrastructure, as well as in the event of emergencies or threats related to security. In such cases, the suspension will take place, even in the absence of notice to the Customer, at the discretion of SPM, which will take care to restore the functionality of the SPM Services and access to the Account in the shortest possible time, and without this entailing any responsibility at his own expense, or that the Customer is owed anything for any reason.

12.3. SPM reserves the right to close the Account where the Services and / or the Account have been - in whole or in part - used by unauthorized third parties, or used by the Customer in violation of these General Conditions, or still in violation of the current legal and regulatory provisions; all of this, without prejudice to the right of SPM to take action against the customer for the protection of his rights and compensation for any damage he may have suffered.

12.4. Except for the cases in which SPM deems it necessary to immediately close the Account, the Customer will be informed of such closure via the dedicated customer service department [www.dtcirclesupport.com](http://www.dtcirclesupport.com), with 3 (three) days' notice.

12.5. In the event of an Account closure, the Customer will be entitled to a refund of the residual credit that may be present in the Ucard on the Account closure date. The refund will be made with the same payment method used by the Customer for the initial transaction.

### **13. Maintenance**

SPM will have the right to carry out maintenance work on systems and technological platforms (hereinafter: "Maintenance"), which may consist of:

- i. in corrective maintenance, which includes interventions aimed at correcting malfunctions or errors (e.g. bugs), based on the tests and reports received;
- ii. in evolutionary maintenance, which includes the interventions carried out and decided independently by SPM, in order to improve its operation and usability, add new functions and features, adapt it to regulatory evolution and the reference context (update);

in both cases, in the manner that SPM deems most appropriate from time to time, including the release of updates, or new versions which will replace the previous one. The use of the SPM Services and access to the Account by the Customer will be suspended for the duration of the Maintenance.

### **14. Closing of the Account by the Customer**

14.1. The Customer may close his / her Account at any time - ceasing to use the SPM Services - without any penalty and without specifying the reason, by giving written notice to SPM using the dedicated customer support service at the address [www.dtcirclesupport.com](http://www.dtcirclesupport.com).

14.2. The closure of the Account will take effect after 5 (five) days from the relative communication in order to allow SPM to implement the necessary technical interventions for the aforementioned closure.

### **15. Transfer. Entrusting the management of SPM Services and Account to third parties.**

15.1. SPM reserves the right to transfer its technology platform to third parties, and consequently also the Customer's (Account) relationship.



15.2. SPM reserves the right to entrust the management of SPM Services and Account to third parties, in whole or in part.

15.3. The Customer is not allowed to transfer the Contract and / or his / her Account to third parties, without a prior written consent of SPM.

## **16. Protection of personal data**

SPM undertakes to comply with the obligations set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the "protection of individuals with regard to the processing of personal data and the free movement of such data" (hereafter: "**GDPR**"), as well as the national regulations on the matter and the provisions of the Guarantor Authority for the protection of personal data. The so-called "Information" pursuant to Art. 13 GDPR is reported at the following link: <https://www.ushare.marketing/privacy-policy>, and must view it in order for the Contract to be concluded.

## **17. Final provisions**

17.1. The failure or delayed exercise by one of the Parties of one of the right, powers attributed to it by virtue of these General Conditions will operate, as a limited waiver of the individual case, and will not prevent its subsequent exercise. The possible granting of extensions or other forms of extension of one Party in favor of another will not change the responsibilities identified by this Contract for each Party.

17.2. The Parties agree that, unless otherwise provided in these General Conditions, any communication relating to the Contract, or the use of the SPM Services and the Account, will be valid and effective between the Parties if it takes place in writing, as follows:

- if from the Customer to SPM: through the dedicated customer support service at [www.dtcirclesupport.com](http://www.dtcirclesupport.com);
- if from SPM to the Customer: by e-mail, to the address provided by the Customer during registration, or alternatively via the [www.dtcirclesupport.com](http://www.dtcirclesupport.com) service.

## **18. Applicable Jurisdiction.**

18.1. The Contract is subject to Italian law. This is without prejudice to the application to consumers who do not have their habitual residence in Italy of any more favorable and mandatory provisions provided for by the law of the country in which they have their habitual residence.

18.2. Alternative dispute resolution (so-called Alternative Dispute Resolution / On Line Dispute Resolution).

SPM informs the Customer that a European platform for online resolution of consumer disputes has been established (so-called ODR platform). The ODR platform is accessible at the following address <http://ec.europa.eu/consumers/odr>. Through the ODR platform, the Customer can consult the list of ADR entities, find the link to the site of each of them and start an online dispute resolution procedure in which he is involved.

18.3. The Customer who resides in a Member State of the European Union other than Italy, can also access, for any dispute relating to the application, execution and interpretation of these General Conditions, the European procedure established for small claims, Council Regulation (EC) No. 861/2007 of 11/7/2007, provided that the value of the dispute does not exceed, excluding interest, rights and expenses, Euro 2,000.00. The text of the Regulation can be found on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).

18.4. Whatever the outcome of the out-of-court settlement procedure, for any dispute relating to the application, execution and / or interpretation of these General Conditions and / or of the Contract, the Court of the place where the Customer resides is exclusively competent.

I declare that I have read and approved the "GENERAL CONDITIONS OF SALE OF THE UCARD USHARE AND USE OF THE SPM SERVICES"

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following articles of the "GENERAL CONDITIONS OF SALE OF THE USHARE UCARD AND USE OF SPM SERVICES" are expressly approved: 1.5. (Changes); 2.4. (Prohibition to open multiple accounts. Indemnity obligation); 2.5. (Refusal to open the Account); 4.1.1. and 4.1.2. (termination of the contract); 6.2. (Term of validity of the Ucard and non-refundability / transferability of the residual credit); 6.3. (non transferability and transferability); 8.3. and 8.4. (Disclaimer Obligations); 10.2. and 10.3. (Limitation of liability); 12. (Suspension and / or interruption of the SPM Services. Closure of the Account by SPM); 13. (Maintenance); 15.3. (Prohibition of assignment) and 17.2. (Written form).