



isendu

www.isendu.com

isendu

Terms and Conditions of the Service

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Welcome to isendu!

This document governs the use of the services offered by isendu (hereinafter, also "Owner") on its Platform. The User who utilizes the services offered by isendu must carefully read and accept these Terms and Conditions along with the Privacy Policy.

isendu is a legally registered company and can be recognized by the following data:

isendu s.r.l.

Via Luigi Casale 7 - 05100 - Terni

P. IVA IT10848990965

REA: TR - 352761

Owner's email address: info@isendu.com

Contact form: <https://isendu.it/contatti/>



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General Information

isendu is the shipping platform that connects e-commerce websites, marketplaces, and all e-commerce platforms to the sites of Carriers. It provides a Dashboard to help organize and manage shipments in a single tool for purchases made by Customers and to inform them of their shipment status through transactional notifications.

Furthermore, the after-sales marketing services can increase engagement with Customers to encourage future purchases. Lastly, it lets its Users access advantageous rates for generating shipments and creating shipping labels with the best Carriers.

1. INTRODUCTION

1.1 PRESENT AGREEMENT

This document is a legal agreement between you, the User, and the company that manages isendu. Acceptance of this agreement governs the use of the Platform, and, in all cases, the use of the services provided.

- The use of isendu and its Service is reserved for legal entities, i.e. firms and companies with a VAT number;
- isendu subscriptions are subject to automatic renewal. Information about the renewal period, the cancellation procedure, and the notice period are provided in the respective sections of these Terms;
- The costs, duration, and conditions applicable to the Services are described below and in the pertinent isendu sections.

1.2 THE ROLE OF ISENDU

isendu is an online platform that lets its users:

- Connect their online sales channels with Carriers to manage shipments from a single Dashboard;
- Monitor shipments;
- Use the Rates offered by isendu;
- Create shipping documents with a simple click;
- Organize the sending transactional notifications and after-sales marketing communications;
- and much more!

Though isendu works hard to ensure that Users have positive experiences with the Platform, it cannot control the conduct or performance of Carriers nor can it guarantee their quality, safety, suitability, or legality.

The transport service is provided by the Carrier and the Carrier alone is responsible for everything pertaining to shipment. isendu merely provides the Platform through which the User can manage these shipments – sometimes by purchasing backup rates offered by isendu – and other complimentary services such as the after-sales marketing services.

Therefore, the Owner cannot be held responsible for anything pertaining to the shipment service. The Owner can intervene to handle a complaint made against the Carrier solely and exclusively when Backup Rates have been purchased. It is herein specified that the Owner does not act as an agent for any carrier and does not receive any percentage of the transport fee from the company that provides the service.

1.3 DEFINITIONS

“Terms and Conditions,” “Terms,” “Conditions” refer to the Conditions governing the use of isendu, which are subject to change and must be carefully reviewed prior to acceptance. It is specified that any changes to these Conditions are applicable only after their release and do not apply to Contracts already stipulated;

“Legal Agreement,” “Contract,” and such terms, refer to the contract stipulated remotely between the User and the Owner, concerning the use of the Service provided by isendu;

“Owner,” “isendu,” “we,” “our,” and such terms refer to the company that owns and operates isendu;

“User,” “Customer,” “you,” “your,” and such terms, both singular and plural, refer to the subject, the legal entity that uses isendu's services;

“End Customer”, both singular and plural, refers to the customer of the isendu User to whom the shipments and transactional notifications managed through isendu are sent;

“Courier” or “Carrier” refers to the entity engaged to provide product shipping and/or delivery services;

“Partner” and such terms, both singular and plural, refer to any company affiliated with isendu;

“Service,” both singular and plural, refers to the collection of features and functions of services that the User can use through isendu;

“User Account” refers to the set of User identification information that allows access to isendu and the Services provided by it;

“Profile” and such terms, both singular and plural, refer to the User interface as described in these Terms;

“Website,” “Site,” and **“isendu,”** refer to the set of related web pages hosted on a web server, accessible by the User through a regular search engine and/or web address - www.isendu.it - through the use of a web browser;

“Platform” and such terms refer to the interface made available by isendu for managing shipments;

“Dashboard” and such terms refer to isendu dashboard through which the User can manage their shipments with different Carriers and different online stores;

“Rates,” both singular and plural, refers to costs applied by each Carrier for shipments and generating the accompanying Labels;

“Backup Rates,” both singular and plural, refers to the rates for organizing the shipment Service with isendu's partner Carriers, offered by isendu to its Customers and available for purchase by them;

“Transactional notifications”, “Notifications,” both singular and plural, refer to the communications sent by the User to the End Customer, which may have various purposes (tracking, after-sales marketing, and others);

“Shipping Labels,” “Labels;” and such terms, both singular and plural, refer to the document that accompanies each shipment and contains the pertinent information.

1.4 ACCEPTANCE OF THE TERMS

In order to use the Services, you must carefully read and accept this Agreement, together with the Privacy Policy, which is an integral part of it. These Terms are accepted by selecting the checkbox shown to the User when first accessing isendu. isendu will record the acceptance of the Terms and Conditions. If you do not accept the Agreement, you will not be able to use the Service.

By accepting these Terms, the User confirms that he or she is aware of its content and, in particular:

- Conditions for renewal and cancellation of the subscription;
- User obligations for the Platform's use;
- Limitations of liability under these Terms.

The applicable Terms and Conditions are those in effect at the time when the User registers and are subject to changes.

1.5 CHANGES TO THE PRESENT TERMS

The Owner reserves the right to change the Terms at any time. If it does, the Owner will give appropriate notice of the changes to the Users. The changes will pertain to the relationship with the User only from that point on. The Users are invited to consult the most up-to-date version of the Terms and Conditions before using the Platform. The applicable Terms and Conditions are those in effect at the time the User registers. Continued use of the Service implies the User's tacit acceptance of the updated Terms. If the User does not wish to accept the changes, he or she must cease using the Service. The applicable previous version continues to govern the relationship until acceptance by the User. This version may be requested from the Owner. If required by applicable law, the Owner will specify the date on which the changes to the Terms will take effect.

2. REGISTRATION AND ACCOUNT

2.1 REGISTRATION

To use the Service, the User is required to provide all data and information requested in a complete and truthful manner in order to open the Account. The registration procedure may be managed independently by the User or supervised and supported by a member of the isendu Sales staff. The Service may not be used without opening a User account. It will only be possible to access the Service with a valid VAT number. The User understands and accepts that this is a B2B Service, as such, only available to legal entities, therefore individual persons will not be able to access the Service provided by isendu. Once the credentials have been entered, the User must necessarily accept the T&C, selecting the checkbox at the time of the first login. If he or she does not do so, it will not be possible to register. It is the User's responsibility to keep his or her login credentials secure and to preserve their confidentiality. The User must therefore choose a password at the highest level of security available on isendu. Registration credentials may be used exclusively by the User and cannot be transferred to third parties. The User consents to keep them secret and ensure that no one else has access to them. By creating an account, the User agrees to take full responsibility for any activity carried out with his or her login credentials. Users are required to inform the Owner immediately and clearly by means of the contact details provided in this document if they believe that their personal information, such as the User account, login credentials, or personal data, has been violated, unlawfully disseminated, or removed. It is understood that the Owner may not, under any circumstances, be held liable in the event of the loss, dissemination, theft, or unauthorized use, for any purposes, by third parties of the User's login credentials.

2.2 ACCOUNT CLOSURE

The User is free to close his or her account and cease using the Service at any time, by contacting the Owner at the email address: info@isendu.com. The Owner will have the option to close the Account even if the subscription is still active. In this case, the User understands and accepts that no refunds will be made for any unused subscription period.

2.3 ACCOUNT SUSPENSION AND CANCELLATION

The Owner reserves the right to suspend or cancel a User's account at its discretion and without notice at any time in the following cases:

- The User has violated these Terms; and/or;
- Access to isendu by the User may cause prejudice to the Owner, to other Users, or to third parties; and/or;
- The User has not paid for the subscription (even for only one installment) and/or additional services and/or extra costs and/or other amounts requested by isendu for the use of the Service; and/or the use of isendu by the User may result in violation of laws or regulations; and/or in case of judiciary investigations or government procedures; and/or if the User account or the use made of it are considered, at the sole discretion of the Owner, inappropriate, offensive, or against these Terms.

The suspension or cancellation of the account gives the User no right to compensation, reimbursement, or damages. The suspension or cancellation of an account for reasons attributable to the User does not exempt the User from paying any fees or prices that may be applicable.

3. DEFINITION OF ISENDU SERVICE AND RELATIONSHIP WITH CARRIERS

isendu gives Users three different options for using its Services. The User will be able to use the various isendu subscriptions whether he or she has already purchased the rates offered by the Carriers, whether he or she needs to purchase shipping Rates from isendu (called Backup Rates), or whether he or she decides to directly stipulate a contract with the affiliated Carriers to access advantageous Rates and other benefits. In the latter two cases, the User will be able to use the agreements that isendu has established with several of the major international transport companies as well as the benefits and advantageous rates that are exclusively for isendu Customers. The relationship between isendu, the User, and the Carrier, regarding both the responsibilities and the modes of payment for transport varies depending on the option chosen by the Customer. In the first and third cases, the Owner specifies that herein it is completely outside of any agreement made between the User and the Carrier and that everything pertaining to shipments is based on the Rates that the Customer acquired independently. In the second case, the contractual relationship is established between the Carrier and isendu. The Customer must, therefore, contact isendu regarding any problems with the shipment organized using the Backup Rates offered by isendu.

3.1 USER'S "TRUSTED" CARRIER

contract with their "trusted" carrier(s) and have, therefore, already purchased the shipping rates independently.

In this case, the Customer understands and accepts that isendu will not be able to intervene in the relationships between the User and the Carrier due to the fact that such agreement was formed directly between the User and the Carrier, without any role or responsibility on the part of isendu.

In this case, isendu will, therefore, only provide the Platform for the management of shipments whose Rates have already been purchased by the User, therefore remaining fully outside of the agreement the User has made with the Carrier regarding the conditions for the purchase of the Rates, methods of goods to be transported, as well as everything related to the organized shipment and transport service. isendu is not a contracting party of such agreement and is not, therefore, considered responsible for any irregularities that may occur. The User will, as a result, be the sole party responsible for interactions with the Carriers engaged, and isendu will provide no statement or guarantee regarding the Carriers' behavior. isendu reiterates that it is not to be considered liable in any way for the choice of Carrier made by the Customer, for any non-compliance on their behalf, for damages of any nature or for any cause, incurred by the aforementioned third parties, regardless of the factor on which the liability is based. In this respect, the User acknowledges and accepts that any dispute arising for reasons not attributable to isendu or its affiliates must be directly addressed to the Carrier with which the dispute arose.

3.2 USE OF BACKUP RATES

Users who do not have their own contracts with Carriers and have not purchased any shipping rates may use the different transport options that isendu makes available to the Customer through agreements entered with several major international Carriers, by purchasing Backup Rates offered by isendu. isendu has entered directly into agreements with these Carriers who are responsible for the shipments of goods, at special rates reserved only and exclusively for isendu Customers. In this case, the contract is stipulated between isendu and the Carrier in favor of the third party, the User. The Carrier Rates are listed directly on the isendu Website, which also allows for the calculation of shipping estimates for different services and conditions offered by these Carriers and to accept the Rates for the actual transport. The User selects and purchases the chosen Backup Rate. As specified in the introduction, isendu does not act as an agent for any of the Carriers with which it has a relationship and does not receive any compensation from them. The Rates are pre-arranged and agreed upon by isendu in the exclusive interest of its Customers.

In this respect, it is expressly forbidden for the User intending to use these Rates to contact the Carriers directly on his or her own and request using the Rates agreed upon by isendu. If isendu becomes aware that the User has initiated such behavior against these Terms, it reserves the right to immediately suspend the User from its Services, block access to the Dashboard, and cancel the Account, in addition to requesting the payment of damages from the User. If the Carrier applies extra costs for the shipment, the Owner will procure the amount owed by the Customer **and** then transfer it to the Carrier. For more information on extra costs, refer to the pertinent section of this Agreement.

3.2.a Liability

Because the Backup Fees purchased by isendu and resold to the User are based on the transport contract stipulated with the Carrier, anything concerning the transport service for the User is managed entirely between the Carrier and isendu. isendu, therefore, has the right to act in the name and on behalf of its Customer for the satisfaction of any claims the latter may make regarding the transport service provided to the Customer as regulated by an agreement of which the Customer is not a contractual party. The User understands and accepts that any breaches in relation to the transport service are attributable solely and exclusively to the Carrier, and therefore do not apply to the Service provided by isendu for which the Customer will be responsible for paying any amount due. **Therefore, any irregularity in the transport services provided does not exempt the Customer from the obligation to pay the amount due for the Service provided by isendu. No such justification will be accepted by isendu.** In fact, the Owner specifies that the lodging of a complaint by the Customer, the non-acceptance of the Customer's complaint by the Carrier, and/or the payment or non-payment by the Carrier of compensation does not affect the Customer's obligation to pay for the amount due for the service provided by isendu.

3.2.b Lodging complaints

The User understands and accepts that the Carrier is the only party required to transport the goods and to fulfill the shipping Service while isendu remains completely uninvolved. That notwithstanding, since the User cannot intervene in the contract stipulated between isendu and the Carrier, in the event of any errors or non-compliance on the part of the Carrier chosen by the Customer, it will be the responsibility of isendu to handle the claim entirely on behalf of its Customer. To these ends, the Customer is responsible for informing isendu promptly of any irregularities that arise, using the contact methods made available by isendu. When lodging a complaint, the User must attach:

- A photo of the package on a scale with its weight visible before the shipment is collected;
- Details of the Backup Rate purchased;
- Shipment details (address of the sender and recipient, shipping method, e.g. standard or express);
- Transactional notifications received since the shipment was sent;
- Details of the User account.

Upon receipt of the communication, isendu will contact the concerned Carrier and manage the practice completely. The User, as a third party not part of the shipping contract stipulated between isendu and the Carrier, understands and accepts that he or she does not have any right to intervene in the management of the claim and isendu will manage it independently. isendu commits to pay the User the amount the Carrier reimburses it in order to pursue the complaint.

3.3 SHIPMENTS WITH ISENDU PARTNER CARRIERS

Isendu connects its Customers with the major domestic and international carriers in the sector through partnerships in order to form a contractual relationship directly with the Carriers and therefore access discounted rates. In these cases, the Customer stipulates the contract directly with the Carrier and does not require legal involvement on behalf of isendu. The Customer understands and accepts that, in this case, isendu acts only as an intermediary between the Parties – never as an agent – and, as such, as a party outside of the transport contract for the mere purpose of facilitating the contact between the User and Carrier for the purpose of stipulating the contract.

Therefore, isendu cannot be held in any way responsible for the delivery modes of the Carriers' service nor any other aspect inherent to the shipping contract stipulated between the Customer and the Carrier. This service is governed by the transport contract stipulated directly with the Carriers. The benefits and advantages of this partnership relationship with the Carriers, including discounted Rates, are reserved for isendu Customers. As such, the User understands and accepts that if, for any reason, including against the intention of the User, should the contract with isendu be closed and/or terminated, the Owner reserves the right to contact the Partner Carrier to communicate the loss – by the Customer – of any relationship with isendu. In such cases, the Carrier will be required to unilaterally terminate the contract directly stipulated with the Customer, who will no longer be able to access the advantages and discounted Rates and will also not be able to use them on competing platforms. Rates are purchased directly from the partner Carrier.

4. SALES TERMS AND CONDITIONS OF ISENDU SERVICES

4.1 SUBSCRIPTIONS

isendu offers the Customer different subscription types, with monthly renewal or annual renewal, each including different services and a maximum number of shipments manageable through the Dashboard. The Services included in the subscription are described in the pertinent section on the isendu Website. The subscription is activated by the isendu sales assistant, only following express authorization by the Customer. The Customer will always be required to accept these Terms by selecting the appropriate checkbox upon his or her first login to the Platform. Once the User has requested the activation of their subscription, isendu reserves the right, at any time, to use the payment method voluntarily chosen and provided by the User to charge the applicable costs for the use of the requested Service. The User understands and accepts that, once these Terms have been accepted and the provision of the Service requested, the payment of the chosen subscription may also occur at a later time, not only immediately, always in full compliance with these Terms.

The User understands and accepts that he or she may receive at the email address provided at the time of registration, communication related or correlated to the subscription's activation, payments made, and the service provided by isendu in general. Fixed-term paid subscriptions start from the moment the Owner receives the payment and remain active for the duration of the subscription chosen by the User or otherwise stated during the purchasing process. Subscriptions are automatically renewed, charged to the payment method chosen by the User at the time of purchase. The renewal has the same duration as the original subscription. With adequate advance notice, the User will receive a reminder about the upcoming renewal. If the User does not wish to renew, he or she can deactivate the automatic renewal through his or her Account. The subscription will be deactivated at the next renewal. To keep the subscription active, the User is required to pay the periodic fee required according to the Terms set by the Owner. Otherwise, the Service will be interrupted and the User Account may be canceled even if only a single payment has been missed. Once the term of the subscription ends, the services included in the subscription will no longer be accessible. The Owner specifies that, from this point on, making use of the transactional email notifications included in the subscription, isendu may send after-sales marketing communications to the End Customers at the request of the Customer. The type and number of marketing communications included within each subscription are described in the pertinent section of the isendu site.

4.1.a Cost of subscriptions

The User may consult the various subscriptions in the pertinent section on isendu's Site. During the purchase process, Users will be duly informed of all fees, taxes, and costs that they will be charged. The costs included in the subscription price are described in the pertinent section on the isendu Site. Shipping Rates are to be considered excluded from the subscription costs. All prices are based on the taxes, levies, and other determining factors in effect at the time that the Agreement is entered.

Depending on the billing country and on whether or not the Customer is enrolled in the VIES archive (for more information see: https://europa.eu/youreurope/business/taxation/vat/check-vat-numbervies/index_it.htm), different tax aspects may apply. If the Agreement is extended or amended at the Customer's request, or if unforeseen circumstances arise, this may result in additional costs. isendu will inform the Customer of additional costs as soon as possible.

4.1.a.i Invoicing

Each User's Account has a billing section containing PDFs of all the payment receipts. For Italian Customers with a valid Italian VAT number and a valid Unique ID Code, an electronic invoice will also be sent to their "tax box" via SDI. In the case of problems receiving electronic invoices, contact isendu at the email address: billing@isendu.com

4.1.a.ii Promotions and discounts

The Owner may offer discounts or special promotions for the purchase of Services. Such promotions or discounts are always subject to the requirements and conditions defined in the pertinent section of isendu. Promotions and offers are always granted at the Owner's sole discretion. Repeated or periodic promotions or discounts do not constitute any claim or right that is actionable by the User in the future. Depending on the specific case, discounts and promotions are valid for a certain period of time or while stocks last. Unless otherwise specified, the time limitations for promotions and discounts are understood to refer to the time zone of the Owner's headquarters as given in the contact details in this document.

4.1.b Activation of the subscription by the User

In some cases, the User proceeds independently with the purchase of the subscription. Once the User has chosen the preferred subscription, he or she must pay using one of the available methods.

Once the payment has been successfully completed, the subscription will be automatically activated – and the contract stipulated – without requiring further confirmation from isendu. All notifications regarding the purchasing process described above will be sent to the e-mail address provided by the User for this purpose.

4.1.c Free trial period

In some cases, the Owner may grant the User a free trial period, at its sole discretion. The free trial period may not be activated independently by the User and must always involve action by an isendu sales assistant. At the end of the trial period, the User can choose whether to continue with the use of isendu or cancel at no cost. Nonetheless, should the Customer choose to make use of paid Services (e.g., purchase Backup Rates) during this free trial period, he or she will still be required to pay for the usage at the end of the trial period. The above condition is still applicable should the Customer, at the end of the trial period, decide not to activate the subscription. Furthermore, the User understands and agrees that should he or she desire to activate the paid subscription before the free trial period is over, this request is valid as an irrevocable refusal to use the rest of the free trial period. Consequently, once the request has been received, isendu will be authorized to request payment of the amount of the subscription chosen by the User. The User understands and accepts that he or she is not entitled to any refund or discount on the subscription due to the unused trial period.

4.1.d Reaching the limit of shipments included in the subscription plan

If the User should surpass the maximum number of shipments that can be managed through the Dashboard included in the chosen plan, additional shipments may not be added unless the User upgrades the subscription plan.

4.2 PURCHASE OF BACKUP RATES

For each shipment, the User will have the option to make residual use of Backup Rates offered by isendu to organize shipments. Each of these Backup Rates and their prices are provided for isendu Users exclusively. isendu negotiates these Rates and their relative prices with various Carriers and then resells them to its Users, who benefit from the advantageous prices. The Customer understands and accepts that, in this case, in order to access advantageous prices, the shipping Contract will be stipulated directly between the Owner and the Carrier. When the Rates are purchased, the Customer is responsible for verifying that the chosen Rate does in fact meet his or her needs and the shipment he or she intends to make. For example, but not exclusively, the Customer is responsible for verifying that the Rate chosen is consistent with the package weight. The User understands and accepts that he or she is responsible for correctly inputting the data at the time of purchase. isendu cannot be held responsible if the Customer purchases the incorrect rate and as a result, the Customer understands that they have no right to any reimbursement. The Customer is required to pay isendu the Rates that all the Carriers have applied to isendu within the Contract, including but not limited to surcharges and shipping costs, even if they occur after delivery or termination of the Contract. The User will be required to pay any Rate, cost, or extra shipping cost up to 8 (eight) months from the day on which that shipment took place.

Regarding the liability profiles, if Backup Rates are purchased, see clause 3.2 of these Terms. **Shipments arranged using Backup Rates are not considered within the limit of shipments included in each subscription.** Therefore, every time a shipment is arranged using Backup Rates, the number of available shipments included in each plan will not be decreased.

4.3 PAYMENT AND INVOICING OF RATES

Invoicing will be done to pay the Rates upon reaching thresholds which may be either cost- or time-based. Invoicing and the related charges occur based on whichever threshold is reached first:

- On the 15th or 30th day of each month (and the 28th for February); and/or ;
- When the User has reached the threshold of €25.00 (twenty-five euros) as the total amount of used Rates if it is the first occurrence and the threshold of €150.00 (one hundred and fifty) for all subsequent charges.

In exceptional cases and only after being expressly accepted by isendu, the above thresholds may be modified to meet the Customers' needs in accordance with the volume of shipments handled.

The User acknowledges and accepts that he or she is responsible for assuring that the funds are present for the payment method communicated and are sufficient to cover the payment requests sent by isendu for the use of its Rates.

4.4 EXTRA COSTS

The User understands and accepts that certain Carriers may charge extra shipping costs in certain circumstances, regardless of the use of Backup Rates, "Trusted" Carrier Backup Rates, or Partner Carrier Backup Rates. Below is a list of examples and common categories of extra costs that Carriers may apply:

- **Reweighting volume:** the declared size or weight is found to be different by the Carrier;
- **Inconvenient areas:** the area where the shipment is to be delivered falls under the category of "inconvenient areas," which requires a surcharge due to greater difficulty in making the delivery on behalf of the Carrier;
- **Fuel surcharges:** the Carrier may apply a surcharge percentage based on variables such as the route, weight of the packages, etc.;
- **Involuntary return:** cost that may be applied if the recipient is absent or the address is incomplete/ incorrect;
- **Storage:** cost that may be applied when the package is put in storage.

The User accepts and understands that the above list serves exclusively as examples and that the Carrier could apply different and/or additional extra costs based on the various cases. In all these cases, the Owner reserves the right to charge the Customers for the extra costs. For each shipment, the extra costs may be charged within 8 (eight) months from when that shipment took place.

4.5 ISENDU EXPANSIONS FOR TRANSACTIONAL NOTIFICATIONS

isendu offers its Users the service of sending transactional notifications, both by email and through WhatsApp messages. Every subscription offered by isendu includes an unlimited number of transactional notifications by email (with the exception of transactional notifications used for after-sales marketing communications that are included in limited numbers); for notifications via WhatsApp, a limited number of notifications are included. If the User wishes to exceed the number of notifications included in his or her subscription, he or she may, within his or her Account, access the section for the subscription and add a specific number of notifications based on his or her needs by clicking on the “expand WhatsApp conversations” button. In order to activate the expansion, the User may also contact the isendu salesperson who will activate it at his or her request. There is a variety of available expansion packs, which are modular and can be built to meet any need (tracking, marketing, upselling, cross-selling, etc.). The various costs and number of notifications that can be activated are described in the pertinent section of isendu. The Owner specifies that the cost of additional WhatsApp notifications will be paid together with the cost of the subscription upon each renewal. Therefore, if the User wishes to reduce the number of additional WhatsApp notifications added, he or she may modify the chosen expansion. The change will be applied from the next renewal. Therefore, upon the next renewal, the number of available notifications and the total cost of the subscription will be automatically updated. Upon completion of the migration process recently implemented by isendu, the Transactional Notifications service through WhatsApp (which is currently managed through the suppliers listed in the Privacy Policy of isendu) will be managed entirely through the third-party provider 360Dialog.

This will let the User designate the number of notifications to be sent. The Owner, therefore, specifies that the User will be required to create an Account with the aforementioned provider. The Service will not be accessible until the User creates an Account. For the handling methods of personal data collected by 360Dialog and, generally, more information about the service, refer to the documentation provided by 360Dialog at the following link: [https:// www.360dialog.com/contact#dataprivacy](https://www.360dialog.com/contact#dataprivacy). Additional services do not constitute stand-alone, autonomous services and cannot be purchased separately from the isendu subscription. The purchase of these services is subject to these Terms.

4.6 AFTER-SALES MARKETING

isendu implements after-sales marketing for its customers, which consists of sending transactional communications (email or WhatsApp messages) to end customers to maintain engagement with them even once the purchase has been completed. An example of after-sales marketing is ending discount codes for later purchases and suggestions for similar products to buy. isendu specifies that henceforth it will not be necessary to have the prior acquisition of consent by the User to send such communications because they fall within the category of “soft spam” governed by the Privacy Code (Legislative Decree 196 of 2003). Pursuant to art. 130 paragraph 4 of the aforementioned legislation, the prior request for the consent of the interested party is not, in effect, necessary to promote services similar to those that were the object of sale. This notwithstanding, isendu specifies that the End Customer shall have the right to oppose the sending of such communications at any time, free of charge, and without any justification. The Customer understands and accepts that it will be his or her responsibility to promptly respond to any opt-out requests submitted by End Customers.

4.7 PAYMENTS

The details of the accepted payment methods are provided during the purchasing process.

isendu currently only allows payments by credit card (VISA, Amex, Mastercard) or payment by IBAN debit, which are both SEPA (Single Euro Payments Area). isendu uses Stripe (natively integrated with Chargebee) as a secure payment gateway. The User is invited to read [Stripe's Terms of Use](#) before using it. All payments are managed independently by third-party services. The Owner, as such, does not collect any payment-related data – such as credit card numbers – but receives a notification when the payment is successful. In the event that the payment made by one of the available methods fails or is rejected by the payment service provider, the Owner reserves the right to suspend the subscription and cancel the User Account. Any costs or fees arising from the failed or refused payment are the User's responsibility.

4.7.a Reservation of rights of use on isendu Services

Once the Owner has received payment and a receipt for the total cost of the Services in full, the User will have purchased the rights of use on the services ordered.

5. RESPONSIBILITIES OF THE PLATFORM AND THE USER

5.1 LIABILITY

The Customer understands and accepts that, regardless of the Service purchased from isendu, fulfilling the obligations of the transport service is entirely the responsibility of the Carrier. isendu merely provides the Platform for managing the shipments that are then completed by the Carrier. Therefore, isendu will be uninvolved in the methods of transport of the goods, the conditions of the package and the goods shipped, as well as anything concerning the shipment and the transport service. isendu reiterates that it is, therefore, not to be considered liable in any way for the choice of Rates and Carrier made by the Customer, for any non-compliance on their part, or for damages of any nature or for any cause, incurred by the aforementioned third parties, regardless of the factor on which the liability is based.

In this respect, the User acknowledges and accepts that any dispute arising for reasons not attributable to isendu and its affiliates must be directly addressed to the Carrier with which the dispute arose. isendu cannot, therefore, be held liable in relation to the events that occur between the User and the Carrier engaged by the User, from the moment in which the User hands off the package for shipment to the Carrier.

5.2 INDEMNITY

isendu and all the functions accessible through its Platform are made available to the Users under the Terms and Conditions as amended from time to time, without any warranty, express or implied, that is not required by law. According to the hold harmless clause, the User agrees to indemnify the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, and employees from any claim or demand – including but not limited to legal fees and expenses to defend itself in court – advanced by third parties due to or in connection with culpable conduct such as use or connection to the Service, violation of these Terms, violation of third party rights or laws by the User, its affiliates, officers, agents, co-owners of the brand, partners, and employees, to the extent required by law.

5.3 LIMITATIONS OF LIABILITY

Unless otherwise specified and without prejudice to the applicable legal provisions, any claim for compensation against the Owner (or any natural or legal entity acting on its behalf) is not allowed. The foregoing does not limit the Owner's liability for death, damage to the person, or their physical or mental integrity, damage resulting from the violation of essential contractual obligations, such as the obligations strictly necessary to achieve the purpose of the contract, and/or damage caused by willful misconduct or gross negligence, provided that the use of isendu by the User has been appropriate and correct. Unless damages were caused with intent or gross negligence or affect their life and/or personal, physical, or mental integrity, the Owner is liable only to the extent of the typical damage for the type of contract and foreseeable at the time of conclusion.

In particular, within the limits given above, the Owner assumes no responsibility for:

- Damage or prejudice caused to the User or the End Customer by the Carrier with which the User has stipulated the shipping contract;
- Damage or injury caused to or by the shipped product;
- Delays, irregularities, failure to deliver shipment;
- Rights and obligations deriving from contracts entered into by the User with the Carriers;
- Any loss of earnings or other losses, including indirect ones, that the User may have suffered (such as but not limited to, commercial losses, loss of revenues, profits or estimated savings, loss of contractual or commercial relationships, loss of goodwill, or damage reputation, etc.);
- Damages, including damage to the User's computer device, or loss resulting from isendu interruptions or malfunctions due to force majeure, or unforeseen and unforeseeable events, and in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, breakdowns or interruptions of telephone lines or electrical connections, internet connections and/or other means of transmission, inaccessibility of websites, strikes, natural disasters, viruses, cyberattacks, or interruptions in the supply of third party products, services, or applications;
- Loss or misuse of Account credentials by third parties;
- Damage, prejudice, or loss due to viruses or other malware contained in or connected to files downloadable from the internet or through isendu.
- Any losses that are not a direct consequence of a breach of the Terms by the Owner;

Users are responsible for using adequate security measures – such as antivirus software – and firewalls to prevent attacks and to protect backup copies of all data and/or information exchanged or uploaded to isendu. If the Owner is liable, the compensation due may not exceed the total amount of the payments that have been, will be, or could be contractually due to the Owner by the User for a period of 12 (twelve) months or for the entire duration of the Agreement, if shorter.

5.4 GUARANTEE EXCLUSION

The Owner provides isendu “as-is,” subject to availability. The Service is used at the User's own risk. No advice or information, oral or written, obtained by the User from the Owner or through the Service constitutes any guarantee not expressly stated in this document. Notwithstanding the foregoing, the Owner and its subordinates, affiliates, officers, agents, co-brands, Partners, suppliers, and employees do not guarantee that the content is accurate, reliable, or correct; that the Service is available, uninterrupted, and secure at any particular time or place; that any flaws or errors are corrected; or that the Service is free of viruses or other harmful elements. Federal laws, some states and other jurisdictions do not allow for the exclusion or limitation of some implicit guarantees and/or liabilities. This Agreement gives the Users special legal rights. The users may have other rights that vary from state to state. The limitations and exclusions contained in this Agreement are applied to the extent permitted by law.

6. ISENDU USAGE AND CONTENT

6.1 CONTENT ON ISENDU

Unless otherwise specified or clearly recognizable, all content available on isendu is owned or provided by the Owner or its licensors. ¹¹ The Owner takes the utmost care that the content available on isendu does not violate the applicable legislation or the rights of third parties. However, it may not always be possible to achieve such a result. In such cases, without any prejudice to the rights and legally enforceable claims, Users are requested to address their complaints using the contact details provided in this document.

6.2 RIGHTS TO ISENDU CONTENT

The Owner holds and expressly reserves all intellectual property rights on the aforementioned content. Users are not authorized to use the content in any way that is not necessary or implicit in the correct use of the Service. As an example, but not limited to, it is specifically forbidden for Users to copy, download, share beyond the limits specified below, modify, translate, process, publish, transmit, sell, sub-license, transform, transfer or give license to third parties, create works derived from the content available on isendu, or allow third parties to undertake such activities through their User Account or device, even without their knowledge. However, as expressly indicated on isendu, the User is authorized to download, copy, and/or share certain content available on isendu exclusively for personal and non-commercial purposes and on condition that the attribution of authorship of the work is noted as well as the indication of any other relevant circumstance requested by the Owner. The limitations and exclusions provided for by the legislation on copyright remain unaffected.

6.3 ACCESS TO EXTERNAL RESOURCES

Through isendu, Users may have access to resources provided by third parties including platforms or websites of third parties, such as those provided by 360Dialog for example. Users acknowledge and accept that the Owner has no control over these resources and therefore is not responsible for their content and availability. The conditions applicable to resources provided by third parties, including those applicable to granting rights to content, are determined by the third parties themselves and regulated by relevant terms and conditions or, in their absence, by the law.

6.4 PERMITTED USE

isendu and its Services may be used only for the purposes for which they are offered, according to these Terms and in accordance with applicable law. It is the User's sole responsibility to ensure that the use of isendu and/or the Service does not violate the law, regulations, or rights of third parties. As such, the Owner reserves the right to adopt any suitable measure to protect its legitimate interests, and, in particular, to deny the User access to isendu or the Service, terminate contracts, report any illicit activity carried out through isendu or the Service to the competent authorities, e.g., any judicial or administrative authority the User commits, or if there is a suspicion that he or she is committing:

- Violations of the law, regulations, and/or the Terms;
- Injury to the rights of third parties;
- Acts that may considerably prejudice the legitimate interests of the Owner, such as – only as an example – offenses against the Owner or a third party;
- Infringement of intellectual property rights as per the specific regulations in force in the User's place of residence;
- Activities that are unlawful or contrary to the provisions of this Agreement.

Users are responsible for using adequate security measures – such as antivirus software and firewalls – to prevent any infections or attacks and to protect backup copies of all data and/or information exchanged or uploaded to isendu.

6.5 PROHIBITED USE

In accordance with the previous section, the Service must be used as established by the provisions of these Terms. ¹² Based on the above, it is expressly prohibited for the Users to:

- Reverse engineer, decompile, disassemble, modify, or create derivative works based on isendu or any portion thereof;
- Circumvent the computer systems used by isendu or its licensors to protect the content accessible through it;
- Copy, store, modify, change, prepare derivative works or alter in any way any of the content provided by isendu;

- Use any robot, spider, search and/or site discovery application, or any other device, process, or automated means to access, retrieve, scrape or index any portion of isendu or its contents;
- Lease, dismiss, or sub-license isendu;
- Defame, offend, harass, undermine, threaten, or otherwise violate the rights of third parties;
- Disseminate or post illegal, obscene, illegitimate, defamatory, inappropriate content and/or content contrary to these Terms;
- Misappropriate the Account used by another User;
- Register despite not being a legal entity;
- Pretend or imply in any way, without specific authorization, to have a relationship with isendu, to be supported by isendu, or that isendu approves its own products or services or those of third parties for any purpose;
- Register or use the Service in order to approach Users to promote, sell, or advertise products or services of any kind in any way through isendu;
- Use isendu in any other improper manner so as to violate these Terms.

The Owner will not tolerate abusive or illegal behavior or that against these Terms. Should such violations be found, isendu will implement the measures it deems appropriate, such as suspending or canceling the User Account, including immediately, in addition to requesting compensation for any damages.

6.6 SOFTWARE LICENSE

Any intellectual or industrial property right, as well as any other exclusive right existing on the software or technology integrated in or relating to isendu is held by the Owner and/or its licensor. Provided that the User complies with these Terms and regardless of any divergent provision contained therein, the Owner grants Users a revocable, non-exclusive, non-transferable, and non-assignable license to use the software and/or technology integrated into the Service in the framework and for the purposes of isendu and the Service offered.

The license does not include any rights to access, use, or disseminate the original source code to the User. The technology, algorithms, and procedures contained in the software and the related documentation are the exclusive property of the Owner or its licensor. The granting of rights and licenses to the User ceases with immediate effect in the event of termination or expiration of the Agreement.

6.7 API TERMS OF USE

Users can access the service through the Application Program Interface (API). The use of API is subject to these Terms. In addition, for APIs that connect isendu to third-party services, the User must acknowledge and accept that the Owner is not liable for damages or losses resulting from the use by the User of such services that they access through the API. For further information, refer to the terms of service of such third parties.

7. MISCELLANEOUS

7.1 PARTNER PROGRAM

isendu offers the option of affiliation to the Platform through the Partner Program on the isendu Website. For the contents of the Partner Program, refer to the pertinent document.

7.2 NO IMPLIED DISCLAIMER

Failure to exercise legal rights or claims deriving from these Terms by the Owner does not constitute a waiver of such rights or claims. No waiver can be considered final in relation to a specific right or any other right.

7.3 SERVICE INTERRUPTION

To ensure the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates, or any other changes, giving appropriate notice to Users.

Within the limits of the law, the Owner reserves the right to suspend or completely terminate the Service. In the event of closing the Service, the Owner will ensure that Users can retrieve their Personal Data and information according to the provisions of the law. Furthermore, the Service may not be available for causes beyond the reasonable control of the Owner, such as force majeure (e.g. uncontrollable events such as strikes, infrastructural malfunctions, blackouts, etc.).

7.4 RESALE OF THE SERVICE

Users are not authorized to reproduce, duplicate, copy, sell, resell, or exploit isendu or the Service in whole or in part without the prior written consent of the Owner, expressed directly or through a legitimate resale program.

7.5 PRIVACY POLICY

For information on the processing of personal data, the User may refer to the isendu [Privacy Policy](#).

7.6 INTELLECTUAL PROPERTY

Without prejudice to any more specific provision contained in these Terms, intellectual and industrial property rights, such as copyrights, trademarks, patents, and models relating to isendu are held exclusively by the Owner or its licensors and are protected by pursuant to the legislation and international treaties applicable to intellectual property. All trademarks – including words or figures – and any other distinctive sign, company, service mark, illustration, image, or logo that appear in connection with isendu are and remain the exclusive property of the Owner or its licensors and are protected under the law and international treaties applicable to intellectual property. All trademarks and all other marks, trade names, service marks, word marks, trademarks, illustrations, images, and logos regarding third parties and content posted by such third parties on the isendu platform are and remain the exclusive property of such third parties and their licensors, and are protected by applicable trademark laws and relevant international treaties.

isendu does not own such intellectual property items and may use them only within the limits and in accordance with the contracts concluded with such third parties and for the purposes outlined herein.

7.7 ADVERTISING

Users may come across advertisements provided by third parties on isendu. The Owner does not control or moderate the advertisements displayed through isendu. By clicking on such advertisements, the User interacts with the third party responsible for the advertisement. The Owner is not responsible for what may result from such interaction with third parties, from access to third-party sites, or from the use of third-party content.

7.8 TRANSFER OF THE CONTRACT

The Owner reserves the right to transfer, assign, dispose of, novate, or contract out individual or all rights and obligations under these Terms, having regard for the legitimate interests of Users. The provisions relating to the modification of these Terms apply. The User is not authorized to assign or transfer their rights and obligations under the Terms without the written consent of the Owner.

7.9 COMMUNICATIONS

All communications relating to the use of isendu must be sent to the contact details provided in this document.

7.10 SAFEGUARD CLAUSE

If any of the provisions of these Terms should be or become null or ineffective under the applicable law, the nullity or ineffectiveness of this provision does not cause the remaining provisions to be ineffective, which therefore remain valid and effective. If a provision of these Terms should be or become null, invalid, or ineffective, the parties will endeavor to amicably identify a valid and effective provision replacing the null, invalid, or ineffective one.

In the event of failure to agree with the aforementioned terms, if permitted or provided for by applicable law, the null, invalid, or ineffective provision will be replaced by the applicable legal discipline. Notwithstanding the foregoing, the nullity, invalidity, or ineffectiveness of a specific provision of these Terms does not lead to the nullity of the entire Agreement, unless the null, invalid, or ineffective provisions under the Agreement are essential or of such importance that the parties would not have entered into the contract if they had known that the provision would be invalid, or in cases where the residual provisions would entail an excessive and unacceptable burden to one of the parties.

7.11 BINDING VERSION OF THE TERMS

The Terms are written and revised in Italian. The other language versions of the Terms are for informational purposes only. In case of discrepancy between the different language versions, the original Italian prevails.

8. DISPUTE RESOLUTION

8.1 GOVERNING LAW

All the clauses of these Terms and Conditions, the provision of the Service and all transactions and purchase operations carried out through isendu are governed by Italian law, regardless of the conflict of law rules. If a case is not covered by these Terms and Conditions, the rules for “distance selling” in force in the place where the Owner is based will apply.

8.2. JURISDICTION

The exclusive competence to recognize any dispute arising from or in connection with the Terms rests with the judge of the jurisdiction of Bologna.

8.3 AMICABLE SETTLEMENT OF DISPUTES

Users may report any disputes to the Owner, who will try to resolve them amicably. Without prejudice to the right of Users to take legal action, in the event of disputes relating to the use of isendu or the Service, Users are requested to contact the Owner at the contact details provided in this document.



isendu

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**Ship.
Communicate
. Sell.**

info@isendu.com

isendu.com

