

PID-5 Platform Service Agreement Terms

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Pegaso s.r.l. (VAT and tax code: 02559630963), with registered office in Lissone (MB; Italy), Via Andrea Brustolon 2, and with operational headquarters in Lissone, Italy Viale Elisa Ancona 4/A, registered at the Chamber of Commerce of Monza Brianza (C.C.I.A.A di Monza e Brianza), represented by its acting legal representative. Mr. Fileno D'ettorre, by statutory powers, hereafter "trader"

The Terms and conditions of sale and use of the PID-5 platform, together with the Order Form, when signed and accepted for individual products or services sold, as defined below, regulate:

- the offer, the submission, the acceptance and the delivery of purchase orders via e-commerce channels (company website), as defined below.
- the provision of software for administering and scoring different versions of the PID-5 (instructions and items) providing the final User with raw and T scores for PID-5 domain and trait scales, if available.
- DSM, DSM-5, and DSM-5-TR are registered trademarks of the American Psychiatric Association. The rights holder of The Personality Inventory for DSM-5 (PID-5)—Adult, The Personality Inventory for DSM-5—Brief Form (PID-5-BF)—Adult, and The Personality Inventory for DSM-5—Informant Form (PID-5-IRF)—Adult is the American Psychiatric Association).

These premises constitute an integral part of the General Conditions.

Art. 1 - General Conditions.

For the purpose of this contract:

1. **"User"**, a natural person who, with regard to the purchase of Products, acts for purposes unrelated to any business, commercial, professional or craft activities interests that he/she may have, or that acts for purposes that do not come under the scope of his/her business or professional activities;
2. **"Practitioner"**, any natural or legal person who acts within the framework of his commercial, industrial, artisanal or professional activity, implementing an act of purchase related to his/her profession;
3. **"Customer"**, the purchaser and user of the product, who purchased it according to the information and conditions expressed in this Agreement and in the description of the products available on the website, to be understood as an integral part of the contract itself;
4. **"Trader"**, the legal person that provides the service, putting their name, trade mark or other distinguishing feature on the product;
5. **"Product"**, a software for administering and scoring different versions of the PID-5;
6. **"Clickwrap agreement"**, the Service Agreement Terms made between a trader and a consumer where they are not together, which is negotiated and agreed by one or more organized means of distance communication;
7. **"Website"**, the website <https://pid5-us-en.pegasopoint.it/> is an exclusive property of Pegaso S.r.l., all rights are reserved.
8. Prior to online purchase of the product (with simultaneous obligation of full payment) the Customer must express, with clickwrap agreement, their acceptance of these general conditions of sale, which are thereby considered recognized and approved also in accordance with Civil Code Art. 1341 and 1342 together with the provisions that regulate the registration, access, navigation, and use of the company website;
9. The Customer expressly authorizes Pegaso S.r.l. to use their e-mail in connection with activities related to the agreement and to send information about products, services and company initiatives related to the subjects of this contract;
10. Pegaso S.r.l. reserves the right to change and/or update these general conditions (i.e., Service Agreement Terms) at its discretion providing a notice to the Customer through the usual communication modes present on the web.

Art. 2 - License Grant.

The Terms and conditions of sale and use of the PID-5 platform constitute the entire agreement between Pegaso srl and the Customer. The Terms and conditions of sale and use grants the Customer a personal, nontransferable, nonexclusive license to use the PID-5 platform to enable administration and scoring of the selected version of the PID-5, which may be modified from time to time. The PID-5 platform allows the Customer the opportunity to export the Customer's examinee data to the Customer's desktop.

The "PID-5 - computerized report" platform is designed to ensure the anonymity of users and leave the Customer full management and control of sensitive information. For this reason, the platform does not require to enter information related to the identity of the users/patients. Information entered on the platform remains completely anonymous. The platform associates each compilation with a code (session code), which uniquely identifies the compilation. The Customer will be the only one who knows the personal information of his/her clients/patients. Completed measures and scores remain stored on the PID-5 platform and are accessible to the Customer for 3 months. Three months after the questionnaire is finalized, the data will be destroyed.

The following terms and conditions of use of the Portal and Services/Products, as supplemented by all rules, policies, and guidelines set forth in the Privacy Policy and the Cookie Policy, and referenced at the time of registration on the web Portal and purchase and subscription of each service/product, govern the navigation on the Portal, access to the Portal, as well as the methods of purchase, provision, and use of the Services/Products and Content.

Art. 3 – Term.

The Customer declares to have read and understood in advance, before the purchase, all the information contained in the Product or Service sheet, as well as, with reference to the Services, the possible geographic delivery address, the price, and the payment methods. The Customer declares to know and accept that the purchase of the PID-5 administration and scoring services, published on the Pegaso S.r.l. website and distributed by the same, is subject to certain rules in accordance with the principles of ethics and professional qualification in harmony with the Standards for Educational and Psychological Tests, defined in 1985 and implemented by organizations such as, for example, the American Psychiatric Association, the American Psychological Association, The same standards have been endorsed by the European Test Publishers Group (ETPG) and the International Test Commission (ITC).

According to these standards, the Customer assumes responsibility for a reasoned purchase and correct use of the measures. Customer agrees to comply with the following basic principles:

- carefully evaluate, among the available PID-5 versions, the one most suitable for specific purposes;
 - follow the instructions for administering the PID-5 instruments;
 - interpret the test results taking into account how the examined subjects differ from the reference normative sample (in terms of age, socio-cultural and ethnic origin, etc.);
 - to store the test materials in a secure location, in order to prevent their use by unqualified or unauthorized personnel.
- Completed questionnaires (and scores) remain stored on the platform and are accessible to the Customer for 3 months. Three months after the questionnaire is finalized, the data will be destroyed;
- provide those who will take the test with any information regarding what use will be made of the results and if and how they will be able to access them;
 - take the necessary precautions so that the results of a test are treated in full respect of the psychological protection and confidentiality of the subject;
 - Test takers must not be coached using the PID-5.

Pegaso srl makes no warranties, express or implied, with respect to the tests. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

Art. 4 – Conclusion of the contract.

The term of this Agreement begins on the date this Agreement is electronically accepted by the User and will continue unless or until terminated by either party. The contract with the Customer is considered finalized for the Products purchased via e-commerce, when, after the Customer has entered the requested data, including payment data, and after the Customer has accepted these General Conditions, Pegaso s.r.l. will confirm to the Customer the receipt of payment of the order price and acceptance of the same. The Customer will be required to pay the price upon purchasing the Product.

Art. 5 – Orders and payment.

In order to purchase the products via the e-commerce channel and complete the registration procedures, the Customer undertakes to follow the instructions on the website and to provide their personal data correctly and truthfully. Once registered, the Customer will receive a verification e-mail to the address provided during the registration process. Verification must be communicated within the indicated time. After this period, in the absence of confirmation, Pegaso s.r.l. will be freed from any commitment towards the Customer.

In any case, the verification of the e-mail exempts Pegaso s.r.l. from any responsibility regarding the data provided by the Customer who also undertakes to promptly inform Pegaso s.r.l. of any change in the data communicated. If

the Customer communicates inaccurate or incomplete data, or even if there is a dispute by the interested parties regarding the payments made, Pegaso s.r.l. will have the right not to activate or suspend the service until the related deficiencies have been rectified.

When purchasing the product online (with simultaneous obligation to pay in full), the Customer is required to express, with clickwrap agreement, his/her consent to these Service Agreement Terms as well as his/her consent to the conditions contained in the General Conditions which require specific consent also pursuant to articles 1341 and 1342 of the Italian Civil Code, together with the provisions that regulate the procedures for registration, access, navigation and use of the company website.

The availability of products purchased via e-commerce refers to the actual availability of the product at the time the Customer places his/her order. This availability must however be considered purely indicative as, due to the simultaneous presence on the site of multiple users, the products could be sold to another Customer before the order is confirmed.

Art. 6 - Payment methods and prices.

The price of the Products will be indicated from time to time on the website (in US dollars), except where there is a clear and recognizable error. In the event of an error, Pegaso srl will inform the Customer as soon as possible, allowing the order to be confirmed at the correct amount or canceled. In any case, there will be no obligation for Pegaso srl to supply what is sold at an incorrectly indicated lower price. The prices may be subject to change at any time. However, these changes will not affect orders for which confirmation has already been sent. Once the desired Products have been selected, they will be added to the cart. Simply follow the order instructions, entering or verifying the information requested at each step of the process. Order details may be modified before payment. Payment can be made according to the methods indicated on the website.

Art. 7 – Purchase of the software.

The hardware and software requirements are minimal and are generally met on a standard home system. In order to make the best use of the multimedia contents and online services, it is necessary to:

- have an Internet connection. For optimal use, an ADSL or fiber optic connection is recommended;
- have installed on your computer one of the most common browsers; it should be updated regularly;
- have Adobe Acrobat Reader software installed on your computer to view PDF materials.

It is the Customer's responsibility to routinely update software and/or hardware to ensure optimal performance. It could be necessary to update/release new version of the platform; Pegaso srl is excluded from any liability in the event of non-usability of the services due to the failure to adopt such adjustments.

Pegaso s.r.l. will have the right to interrupt the provision of the PID-5 service purchased by the Customer if:

- a) there were reasonable reasons to believe that there could be problems with security and/or protection of the right to confidentiality and protection of the information uploaded therein;
- b) there is a need-opportunity to improve the procedures for accessing online materials, increasing their accuracy/efficiency.

Pegaso s.r.l. should provide immediate communication of these interruptions. The aforementioned communication obligations cannot be considered to exist in cases of force majeure or emergency.

Art. 8 - Purchase for the online administration and scoring of the PID-5.

With the acceptance of the Service Agreement Terms, Pegaso s.r.l. grants the Customer - for the duration of the administration of the selected PID-5 test - a limited, non-exclusive and free license to use the Pegaso s.r.l. platform, owned by Pegaso s.r.l. and which directly allows the Customer to administer the tests to be submitted to interested parties, score the results and generate the computerized report entirely online, via any PC or IOS/Android/Microsoft mobile device.

The Customer declares to have understood that all property rights, including intellectual property rights, of the "PID-5 computerized report" platform and the contents uploaded therein are reserved entirely and exclusively to the Supplier. This applies also to any customizations of the platform itself agreed with the Customer, unless otherwise provided in writing. In particular, the contents of the platform and the tests uploaded therein are protected by copyright and by laws and treated to protect intellectual property. Therefore, the Customer acknowledges that the license of use granted is limited only to the use of the Platform and the materials made available by virtue of these Service Agreement Terms and the Order Form, where present, without this involving the transfer of ownership of the Platform (or portions of it) and other contents of the Platform.

The Customer is expressly prohibited from extending the rights granted with this user license to third parties, marketing or distributing the PID-5 tests and the materials uploaded therein, or developing educational material, even free of charge. Consequently, it will not be possible for the Customer and its appointed personnel to assign, rent or lease or loan, sublicense, transfer directly or indirectly, cause use or grant the use of the "PID-5 report" Platform to third parties. computerized", not even free of charge. Failure to comply with this provision will result in the termination of the contract between Pegaso s.r.l. and the Customer pursuant to art. 1456 of the code. civil without prejudice to greater damage.

By accepting these Service Agreement Terms, the Customer declares to know the functions of the "PID-5 computerized report" platform and to find them compliant with his/her needs and requirements and, in using the "PID-5 computerized report" platform, he/she undertakes to comply with the instructions for use defined by Pegaso s.r.l. The Customer will have access to the "PID-5 computerized report" platform through a reserved area via credentials and accounts attributed to the Customer, kept and used by them under their exclusive responsibility. In particular, the Customer undertakes to keep the alphanumeric access codes provided (called "username" and "password") with the utmost confidentiality, remaining solely responsible for any damage caused by any use of the login and password by third parties unauthorized. The Customer undertakes to immediately communicate to Pegaso s.r.l. any theft, misplacement, loss or appropriation for any reason by unauthorized third parties of the access credentials.

Art. 9 - Copyright.

PID-5 platform software is protected by various intellectual property laws, including copyright and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items or other content, is strictly prohibited by law and by these Ts & Cs. PID-5 platform software outputs, including but not limited to website text and PID-5 reports, are protected as trade secrets. Customer acknowledges and agrees that the use or disclosure of Pegaso s.r.l. trade secrets or confidential information may cause Pegaso s.r.l. irreparable harm for which remedies other than injunctive relief may be inadequate.

The Customer acknowledges that Pegaso s.r.l. has the exclusive ownership of all parts of the website, such as, by way of example but not limited to, the logos, images, texts, as well as the content of any materials distributed. Furthermore, it is absolutely forbidden to market, reproduce in whole or in part, rework and transmit in any form and with any method the materials made available by Pegaso s.r.l. during the execution of the same, with the exception of the computerized reports of the different versions of the PID-5, which can be downloaded from the Platform independently by the Customer, which will remain the property of the Customer itself.

Art. 10 - Limitation of Liability and Limitation on Claims

Any behavior contrary to good faith on the part of the Customer, as well as the violation of the aforementioned obligations and prohibitions, the list of which is to be considered non-exhaustive, cannot in any way be considered tolerated by Pegaso s.r.l. as it is suitable to compromise its image, honor and decorum, establishing the exclusive responsibility of the Customer and the right of the same to interrupt any provision of the service and, if necessary, appeal to the Authority, as well as request compensation for damages .

In no event will Pegaso s.r.l. be liable for any indirect, incidental, consequential, exemplary, or special damages arising out of Service Agreement Terms of sale and use of the PID-5 platform, purchase, or use of PID-5 Platform or services. Notwithstanding any other provision or agreement between customer and Pegaso s.r.l., Pegaso s.r.l.'s total liability to any party, arising out of these Terms and conditions of sale and use of the PID-5 platform, purchase, or use of products, except as it relates to Pegaso s.r.l.'s wilful misconduct, will not exceed the amount paid by customer for the products or services. To the extent permitted by law, the Customer agree to indemnify and hold Pegaso s.r.l. harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with your use of the PID-5 tests covered by this agreement and/or your failure to perform the other terms of this agreement. Pegaso s.r.l.'s liability for loss or damage relating to this agreement and/or the PID-5 tests or the Customer use or inability to use the PID-5 tests, regardless of the form of action, shall be limited to the charges paid by the Customer for the PID-5 tests involved. This is the Customer exclusive remedy. In no event shall Pegaso s.r.l. be liable to the Customer for any claim made against the Customer by any other party or for any claim made by the Customer for lost business or profits, or for indirect, special, incidental or consequential damages, even if Pegaso s.r.l. has been advised of the possibility of such claim, loss or damages:

- that the Customer himself or third parties may suffer in relation to or as a result of the use of the Product, or as a result of the interruption of operation;
- that the Customer itself or third parties may in some way be blamed for the failure to provide connectivity by the telecommunications network manager, or even for the Customer's recourse to the use of connectivity (not high speed) that is technically incompatible with the Service, as well as for failure to use the platform, if all this was due to the failure to meet the minimum system requirements;
- caused by third parties who unlawfully accessed the Services subscribed to by the Customer, due to the Customer's lack of caution in safeguarding the login and password attributed to him, or due to the absence of other security measures that the Customer is required to adopt.

Under no circumstances will Pegaso s.r.l. be held responsible:

- the malfunctioning of the Service resulting from faults, overloads, interruptions of telephone, electrical or Internet lines which may compromise the purchase of the product or the use of the product;
- for breaches of third parties which jeopardize the use of the services, including, by way of example, slowdowns in speed or failure of the telephone lines and computers that manage telematic traffic between the Customer and any platform on which the Service is provided;
- for any fraudulent and/or improper use of credit cards by the Customer.

It is the Customer's sole responsibility to ensure interoperability between the connectivity with which it is equipped and the platform from which the service is provided, if necessary.

In no event shall Pegaso srl be liable to the Customer for any claim made against the Customer by any other party or for any claim made by the Customer for lost business or profits, or for indirect, special, incidental or consequential damages, even if Pegaso srl has been advised of the possibility of such claim, loss or damages.

Furthermore, Pegaso s.r.l. cannot be held responsible for failures to fulfill its obligations resulting from causes that are not reasonably foreseeable, from impediments beyond the sphere of its direct and immediate control, or from causes of force majeure. Upon the occurrence of a force majeure event, Pegaso srl will inform the Customer via the website, together with the prospects of regular reactivation of the Service or new availability of the Product. Pegaso srl reserves the right to vary the availability of the PID-5 products available as well as the methods of provision of the Services, to defer the dates and times set for provision. Under no circumstances will any fees already paid by the Customer be refunded.

The information and materials relating to the available Products are processed, reviewed and updated with accuracy, completeness and adequacy, thanks also to the support and specialist consultancy activities offered by highly qualified professionals.

Finally, the Customer may not transfer to third parties any rights arising from this Contract and/or relating to the relationships concerning the Products and Services, in the absence of prior written authorization, issued at the sole discretion of Pegaso srl and communicated (by Pegaso srl) by registered mail or certified e-mail to the addresses communicated by the Customer.

Art. 11 – Termination.

Each party shall have the right to terminate this agreement within 14 days of purchase without any penalty and without specifying the reason, without notice. Terminations should be communicated via e-mail to the address indicated by the other party. In the event of termination by the Customer, the Customer is entitled to a refund of residual amounts (i.e., those indicated on their electronic accounts).

Art. 12 – Protection and Use of Data.

Customer data is processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the specific section of the company website containing the information pursuant to art. 13 EU Regulation 2016/679 (Privacy Policy).

Art 13 – General.

This agreement shall be governed by, construed, and interpreted in accordance with the Italian laws. These General Terms and Conditions, as well as any matter relating to their formation, validity, interpretation, execution, modification and termination, are subjects only to Italian law. For any dispute with Visitors/Users/Buyers/Trainers/Authors/Customers, the Court of Monza MB, Italy will have exclusive jurisdiction, except as provided for by the legislation on consumer rights.