



TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Capitalized terms used in these Terms and Conditions shall have the following meaning:

- a) **'Account'** each individual access to the Service by means of credentials approved by Glickon upon User's registration on behalf of the Client;
- b) **'Addressee'** means any person or legal entity with whom the Client shares the final Texts;
- c) **'Administrator'** means any User to whom the Client assigns, at its sole discretion, by indicating the relevant name and Account to Glickon, super-user privilege including, among others, the management of other Users and the Client's Dashboard;
- d) **'Client'** means the legal entity, sole owner of the company e-mail addresses necessary for the Users to register to Flow, which enters with Glickon into the agreement set out by these Terms and agrees to be bound by all the obligations established herein for the use of the Service;
- e) **'Content'** means, but is not limited to, any information, texts, data, files or any other kind of digital materials that the Client can autonomously upload and process through Flow in order to generate a relevant Text;
- f) **'Credits'** means the amount of purchasing units which must be paid by the Client in favour of Glickon for each generation and/or processing of a single Text through the Service;
- g) **'Dashboard'** means the Client's own reserved area on Flow, supervised by Client's Administrator and accessed by all Authorized Users, where the Texts are generated and managed by the Client;
- h) **'Fee'** means the price owed by the Client to Glickon to purchase a certain number of Credits for the use of the Service without any Freemium version limitation;
- i) **'Freemium'** means a no-cost version of the Service for which no Fees are applied by Glickon under the conditions set out in these Terms;
- j) **'Privacy Laws'** means, collectively, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the Italian Legislative Decree no. 196 of 30 June 2003, carrying the Italian Data Protection Code, as well as any and all applicable provisions, decisions and guidelines adopted by the European Data Protection Board and the Italian Data Protection Authority;



- k) **‘Glickon’** or **‘We/us/our’** means Glickon S.p.A., a company duly incorporated under the laws of Italy, with registered office in Milan, via Nino Bixio 7, VAT number/registration number in Milan’s commercial register 08573820969;
- l) **‘Privacy Policy’** means the Flow Privacy policy available at the following [link](#), as amended from time to time by Glickon, which shall form a substantial and integral part of these T&C;
- m) **‘Flow’** or **‘Service’** means the artificial intelligence-based text generation service provided by Glickon to the Client through the website www.glickon.ai, according to these Terms;
- n) **‘T&C’** or **‘Terms’** means these terms and conditions, which govern the provision of the Service by Glickon to the Client. The T&C shall constitute the commercial and binding agreement between Glickon and the Client (individually a **‘Party’** and together the **‘Parties’**);
- o) **‘Text’** means the written proposed works that the Client is enabled to create through the Service, paying Glickon a predetermined amount of Credits, thanks to an artificial intelligence algorithm;
- p) **‘User’** means each person who registers to Flow upon Client’s behalf and authorization, including the Administrators, to access the Client’s Dashboard for the use of the Service;

2. ACCEPTANCE

2.1. By registering to or using the Service, the Client:

- i. agrees to be bound by these T&C without any condition or limitation. If the Client disagrees with any part of these Terms, it cannot access and use the Service, unless otherwise authorized in written form by Glickon;
- ii. represents to be not qualifiable as a ‘consumer’ under applicable laws and undertakes to use the Service solely for business purposes, in its exclusive quality as ‘trader’;
- iii. commits to abide by all the obligations of these Terms for the entire duration of the use of the Service.

2.2. By registering to Flow, each User represents and warrants to be at least 18 years old and to be legally capable of entering into a binding contract pursuant to his/her country’s national applicable legislation. In case of failure to fulfil these conditions, Glickon shall not be bound to allow the User to access the Service.



- 2.3. Should any clause of the Terms be inconsistent with any mandatory laws or regulation applicable in the jurisdiction where the Service is used by the Client, those laws and regulations shall prevail to the extent of the inconsistency.

3. PROVISION OF THE SERVICE

- 3.1. Upon Client's registration to Flow and acceptance of these Terms, and subject to the payment of the Fees when the conditions for the Freemium Service do not apply, Glickon will provide the Client with the Service.
- 3.2. The Service enables the Client, thanks to an AI-based language processing algorithm, to generate draft Texts of any kind, mainly in the area of Human Resources, to be then reviewed solely by the Client before being shared with the Addressees under the Client's exclusive responsibility. The Texts are generated, to date, based on written inputs provided by users (e.g. keywords, sentences, scripts), or Contents uploaded by the Users for being processed through the Service.
- 3.3. The Client shall pay Glickon the Fees, as established in Article 6, for the use of the Service. Glickon reserves the right to suspend the provision of the Service if the Client fails to fulfil its obligation to pay the Fees.
- 3.4. The Client is permitted to use the Service to generate the Texts solely in accordance with and to the extent permitted by these Terms and any applicable legislation, including but not limited to any laws and regulations in force for the protection of consumers, employees, candidates, minors and handicapped, or to prohibit any form of discrimination based on age, disability, genetic information, national origin, sex, pregnancy, race and religion.

4. CLIENT'S REGISTRATION, ACCOUNTS AND ADMINISTRATOR

- 4.1 The Client's Users are required to individually register to Flow in order to use the Service, including on a Freemium basis, by using their own Client-authorized corporate e-mail addresses. The Users who register to Flow on behalf of the Client must provide accurate, truthful and complete information in connection with each individual Account for which activation is requested and ensure that such information is maintained constantly up-to-date.
- 4.2 The Users shall bear the exclusive responsibility for safeguarding their individual Account passwords and for maintaining the secrecy and not publishing, disseminating or in any other way making known or available to third parties their credentials to access the Service.
- 4.3 In the event of registration of more than a single User, the Client will be required to designate one or more Administrators, by notifying their names and company's e-mails



to Glickon, in the manner indicated in the Dashboard, in order to allow us to assign the relevant specific privilege within the Dashboard. Once and if appointed, the Administrators will be empowered to carry out specific tasks, determined by Glickon at its sole discretion, such as inviting new Users on behalf of the Client, set specific Credit limits for the Users, purchase new Credits, eliminate other Users' Accounts.

- 4.4 The Client shall be exclusively liable for any activities carried out in connection with the Service through its Users' Accounts, including, but not limited to, generating Texts and sharing them with the Addressees.
- 4.5 Without prejudice to any obligations arising from applicable Privacy Laws, the Client and the Users shall notify Glickon immediately and in any case no later than 24 hours (including non-working days) upon becoming aware of any breach of security or unauthorized access to or use of their Accounts.
- 4.6 The Client must not use its Users' Accounts, or permit them to be used, in any manner which may cause damage to or impair the Service or Glickon's reputation or infringe or violate any third-party rights or any applicable laws or regulations.
- 4.7 Unless prior expressly authorized by Glickon, the Client is expressly forbidden to extend the use of its Accounts to access the Service to any third parties, including any subsidiary within the same group of companies to which the Client belongs, which have no separate and specific agreement in place with Glickon under these Terms. We are entitled to suspend or terminate the agreement made with the Client according to the T&C in case of breach of the obligation above.
- 4.8 Each Account may be eliminated at any time by the relevant User or, if appointed by the Client, by the Administrators, bearing in mind that, in this event, Glickon will not be able to reactivate the Accounts, once cancelled. The Administrators will be provided with all the Texts generated under the eliminated Accounts.

5. FREEMIUM VERSION

- 5.1. Upon first registration to Flow, we can (but are in no way obliged to) grant the new User a variable number of Credits, to be determined at Glickon's exclusive discretion, for free. When the Service is provided on a Freemium basis, no Fees will be applied by Glickon to the Client.
- 5.2. The Credits, including under the Freemium version, are exclusively assigned to the Client, although they can be redeemed by all its Users. For the sake of clarity, the Client will have as many Credits available as the sum of those granted free of charge to each of its Users. For this reason, control over the use of the Credits (free or not) by the Users falls under the Client's sole responsibility.



- 5.3. Once all the free Credits are consumed, the User will be required to purchase new Credits to generate other Texts.
- 5.4. Glickon reserves the right to:
 - i. change, over time, the amount of free Credits which can be recognized to new Users;
 - ii. limit the period for the use of the free Credits by the User;
 - iii. limit the total amount of the free Credits granted to Users acting for the same Client, namely registered using e-mail accounts with the same Client's corporate domain.
- 5.5. The use of the Freemium version of Flow shall in no way exempt the Users from complying with these Terms and all the obligations set forth herein.

6. APPLICABLE FEES

- 6.1. Except in case of Freemium Service under the conditions set out in Art. 5, the User shall pay Glickon a predetermined amount of Credits, which varies depending on a number of elements (such as the complexity, nature and length of the Text) exclusively determined by Glickon, for the generation of each Text, either when based on the processing of Client's inputs or Contents.
- 6.2. Subject to Art. 5.2, the Credits are purchased by the Users on behalf of the Client paying the Fees through the specific form available in the Client's Dashboard. We reserve the right to set and modify over time a minimum number of Credits to be purchased. During purchasing procedure, the User will be required to provide additional and accurate information in connection with the chosen payment method.
- 6.3. The Client is aware and agrees that no payment plan or subscription applies for the Service and that the Credits required for the use of Flow are on a pre-paid Fees basis only. Apart from technical problems affecting the Service, we shall not be responsible for the successful completion of the payments processes selected by the User (e.g. via credit cards, pre-paid cards, PayPal or other permitted methods of payment).
- 6.4. No reimbursement of the Fees shall be due by Glickon to the Client and the Users, should they not use any of the Credits purchased.
- 6.5. Glickon may at its sole discretion apply lower Fees should the Client agree to our bundle offers including, in addition to Flow, one or more other services offered by Glickon.

7. TEXTS

- 7.1. The Client acknowledges and agrees that:



- i. since the Texts generated by Flow are only drafts, the customization and finalization of each Text shall be Client's own exclusive responsibility;
 - ii. the Text are automatically elaborated via an AI-driven language model that uses deep learning to generate human-like written works based on the inputs provided or Contents uploaded by the Users on behalf of the Client. For this reason, Glickon will not, nor has any obligation to, carry out any control on the final contents of the Text elaborated by the Client through the Service.
 - iii. in consideration of i. and ii. above, Glickon shall not be liable in any manner in relation to the final contents of the Texts which are autonomously approved and/or shared by the Client with the Addressees, including for their lawfulness, suitability for any purpose and appropriateness.
- 7.2. In the event that any third party owns any intellectual property rights in or in relation to any Contents uploaded or whole or part of the final Texts approved by the Client, then the Client shall ensure to have all rights, authorizations and licenses needed to exploit those Contents and/or share those Texts with the Addressees.
- 7.3. The Client represents and warrants that the Contents uploaded to the Service and the final Text shared with the Addressees shall:
 - i. not cause the Client itself, or Glickon, to breach any law, regulation or legal obligation;
 - ii. not be misleading, deceptive, obscene, inappropriate, defamatory, indecent, offensive, threatening, abusive, discriminatory, blasphemous;
 - iii. not constitute, refer to or include endorsements of any illegal product or service;
 - iv. not cause any direct or indirect harm to Glickon, including to its image and reputation.
- 7.4. The Client shall be directly and exclusively liable for any violation of Articles 7.2 and 7.3 and shall indemnify and hold Glickon fully harmless from and against any and all liabilities, damages, claims, complaints, legal actions and costs incurred (including reasonable legal fees) arising from any such violation or infringement.
- 7.5. Nothing in these Terms and none of the activities carried out by Glickon for the purpose of providing the Service to the Client shall constitute or be deemed as a direct or indirect endorsement or recommendation by Glickon of any Contents, or final Texts shared by the Client with the Addressees.
- 7.6. In the event that the Texts are used by the Client to directly or indirectly promote and advertise any products and/or services for marketing purposes, the Client ensures that it will comply, under its sole responsibility, with any and all applicable Privacy Laws and obligations in order to avoid any spamming and unsolicited communication activity.



7.7. Should the Service be used by the Client to carry out any activity which is subject to specific laws or regulations (e.g. employment, recruitment, gender equality and non-discrimination obligations), the Client will be solely and exclusively responsible to ensure that the Texts shared with the Addressees comply with any such applicable requirements.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights and titles connected to Flow and its features and functionalities, with the sole exception of the final Texts saved by the Users in the Client's Dashboard, are and shall remain the exclusive property of Glickon and/or its licensors or assignees. No intellectual property rights are transferred to the Client and the Users, either directly or indirectly, due to the use of the Service.
- 8.2 After registration to the Service and subject to acceptance of these Terms, the Client and each User is granted a limited, non-exclusive, revocable, non-transferable right to use Flow under the conditions set out herein. The Client acquires no implied license to copy or reconstruct in whole or in part any part, feature and functionality of the Services.
- 8.3 Upon acceptance of these Terms and without prejudice to the exclusive property of the Client over the Contents and the final Texts, the Client grants Glickon a non-exclusive, non-transferable, non-sublicensable, worldwide and royalty-free license to use the Texts generated via Flow, provided that compliance is ensured with all Privacy Laws in force, for Service enhancement purposes and to carry out statistical analyses and other kind of aggregated metrics.

9. ACCEPTABLE USE

- 9.1 The Client and the Users are permitted to access and use the Service only as authorized by Glickon in accordance with these T&C. In particular, but not limited to, the Client must not:
- a. make unauthorized copies, modify, adapt, translate, reverse engineer, disassemble, decompile, extract information from or create any derivative works of Flow, or any of its features, functionalities, materials, graphics, files, tables or documentation (or any portion of these), or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Service;
 - b. distribute, license, transfer, market, rent, lease or sell all or any part of Flow or any derivative works thereof, unless with the prior written authorization of Glickon;
 - c. interfere with or attempt to interfere with the proper working of Flow, disrupt the Service, its website or any networks connected to the Service, or bypass any measures used to prevent or restrict the access to the same;



- d. incorporate the Service, or any portion of it, into any other programs or products, except as agreed with Glickon in writing;
- e. undertake, directly or indirectly, in quality as a developer, provider, consultant, contractor or any other role, even on behalf of third parties, any activities or services corresponding or similar to Flow, except with our prior written authorization;
- f. use, or request others to use, automated scripts or other scraping tools to collect information from the Service, or otherwise interact with it;
- g. state, or do anything giving the impression, that the Texts shared with the Addressees directly come from or are in any manner attributable to Glickon;
- h. include any sexually explicit, or intimidating, or harassing contents in the Texts, or promote any form of violence or discrimination through the Texts;
- i. use or attempt to use another Client's Accounts, or use a false identity or e-mail to register on Flow;
- j. use, allow or authorize the use of the Service to share, distribute, or otherwise make available through the Texts:
 - i. any third person's private information or personal data, unless in compliance with all applicable Privacy Laws;
 - ii. any content which infringes or is capable to infringe any third party's copyright, trademark or other intellectual property right;
 - iii. any content which is defamatory of any person, or obscene, offensive or hateful;
 - iv. any content that would constitute, or encourage for, a criminal offence, dangerous activities or self-harm;
 - v. any content that is deliberately aimed to provoke or antagonise, especially trolling and bullying, or to harass, harm, hurt, scare, distress, embarrass or upset people;
 - vi. any answers, responses, opinions, analysis or recommendations that the Client is not properly licensed or authorized or otherwise qualified to provide;
 - vii. contents which, in our sole discretion, may expose Glickon, Flow or other clients to any harm or liability of any type.

9.2 Glickon expressly reserves the right to suspend the provision of the Service whenever it becomes aware, or has a well-founded suspicion, that Flow is used by or on behalf of the Client (or its Users), or by a third party with the consent of the Client, for illicit purposes, or in connection with any activity which is not permitted under these Terms.



10. PRIVACY AND DATA PROTECTION

- 10.1 The Client acknowledges and agrees that, according to applicable Privacy Laws, it shall act as data controller for any processing activity carried out in connection with its use of Flow, or anyway through its Users' Accounts, including – in particular, but not limited to – with regard to any personal data contained in the Contents uploaded to the Service or any Text shared with the Addressees.
- 10.2 Glickon shall act as data controller solely in relation to the processing of the personal data provided by the Users, mandatorily, during their registration to Flow (name and surname, company name, corporate e-mail) or in connection with the payment process (e.g. credit card details, VAT number and billing address) or, voluntarily, to enrich their own personal profiles on Flow (e.g. personal photo, role, languages spoken).
- 10.3 The Client shall comply, in relation to any processing of personal data deriving from the use of the Service, with all the obligations set forth by the European and national applicable Privacy Laws, with particular but not limited reference to the requirements of information and transparency towards the data subjects and the verification of the existence of a suitable legal basis for each processing activity.
- 10.4 The Client is exclusively liable for any violation of the Privacy Laws which may arise from, or in any case be associated with, the processing of personal data carried out by the Client by reason of or in connection with the use of Flow and undertakes to indemnify and hold Glickon and its directors and representatives fully harmless from and against any damages, claims, requests for compensation, legal actions, sanctions, costs incurred (including reasonable legal fees) and more generally any liabilities that may directly or indirectly derive from such violations.

11. DISCLAIMER

- 11.1 The Client agrees that it will use Flow at its sole and exclusive risk. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, up-time or availability, or implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 11.2 Glickon does not warrant or represent that:
 - i. the Service will function uninterrupted or securely;
 - ii. the Service will be available at any particular time or location;
 - iii. any errors or defects will be corrected;
 - iv. the Service is free of viruses or other harmful components;
 - v. the results of using the Service will meet the Client's requirements.

11.3 Glickon shall in no way be liable to the Client for the inability to use the Service, when such inability is determined by any reason not directly attributable to Glickon (by way of example, but not limited to, reasons due to the Client's hardware and software configuration, or to the Internet connectivity offered by the Client's providers).

12. LIMITATION OF LIABILITY

12.1 Without prejudice to any other clause of these Terms, Glickon shall not be liable, except in case of wilful misconduct or gross negligence:

- a. for any consequence that may arise or be in any case connected with the failure by the Client and the Users to comply with their obligations under these T&C or the applicable laws, or with any violation by the Client and the Users of third parties' rights, in connection with the Service (including the Contents and the Texts);
- b. for any consequences or damages, including but not limited to loss of profit, arising out from or related to any improper or negligent use of the Service by the Client and the Users, or any violation by them of any technical instructions provided by Glickon, or any technical failure connected to or resulting from any Service components or functionalities provided by third parties;
- c. for any consequences arising from the lack of accuracy and reliability of the information and personal data provided by the Users during the registration process and, more generally, in connection with their Accounts.

12.2 The Client undertakes to defend, indemnify and hold Glickon fully harmless from and against any consequences and liabilities, such as but not limited to fines, damages, sanctions, claims for interests or compensations, actions and legal fees, arising from or in any way connected with the occurrence of any of the circumstances set out above.

13. TERMINATION

13.1 The Client can request the termination of the Service at any time, by deleting its User's Accounts, subject to Articles 4.7 and 6.4.

13.2 Each Party may terminate the Service in the event of a serious breach by the other Party of any of its obligations under these Terms, if it fails to remedy such breach within 30 days from receiving a written request by the fulfilling Party, without prejudice to the latter's right to claim for any further damages.

13.3 Glickon is entitled to request at any time the termination of the agreement in force with the Client under these Terms, by sending a written notice to the latter, if the Client violates any of the obligations established in Article 9.1.



13.4 Termination shall in no way limit the right of either Party to pursue any other remedy available under the law.

14. MISCELLANEA

14.1 Entire agreement

These T&C shall constitute the entire agreement between the Parties relating to the Service and shall replace any and all prior conditions, agreements or representations, whether oral or written, relating to the same matter.

14.2 Changes to the Service

The Client acknowledges that the Service and its functionalities may be from time to time modified, such as these T&C, at our sole discretion. Specific alerts will be published by Glickon within the Service to flag major amendments. Nonetheless, it is Client's responsibility to regularly read these T&C to check if any changes have been made.

14.3 Assignment

Any rights and obligations conferred to the Client under these Terms must not be assigned to any third party by the Client without the prior written authorization of Glickon.

14.4 Severability

Should any provision of these T&C be found or declared invalid or ineffective, such provision must be construed by the Parties, to the extent permitted by applicable law, so as to make it effective or otherwise be removed, without affecting the validity and enforceability of all the remaining provisions of these Terms.

14.5 Force Majeure

None of the Parties must be considered liable for any delay or failure to fulfil any of its obligations under these T&C, when such delay or failure results from or is due to an event beyond the reasonable control of this Party, such as but not limited to war, acts of terrorism, rebellions, sabotage, pandemics, natural disasters, explosions, fires, strikes and prolonged suspension of transportation, telecommunications or power, provided that in a reasonably timely manner the Party suffering such event gives written notice to the other Party and makes reasonable efforts to reduce the delay or avoid the default.

14.6 Communications

Any communication to the Client relating to the Service will be made by notices posted in the Client's Dashboard, or via e-mail, using the contacts associated to its Users' Accounts.

15. APPLICABLE LAW AND JURISDICTION



15.1 The agreement set out by these Terms is governed by Italian law.

15.2 Any dispute between the Parties relating to the interpretation, validity, execution and termination of any clause of these T&C or, more generally, the contractual relationship regulated herein, shall be subject to the exclusive jurisdiction of the Court of Milan.