TERMS OF SERVICE — OglutForm

Version 2 — in force from 9 November 2026

Who we are and how to read these terms

The OglutForm service (form.oglut.com) is provided by **Oglut S.r.l.**, with registered office at Viale Tito Livio 67, 00136 Rome (RM), Italy; tax code, VAT number and Rome Register of Companies number 15766701005 (VAT IT15766701005), REA no. RM-1612571; share capital 10,000 euro fully paid up; certified email (PEC) oglut@legalmail.it; email info@oglut.com ("**Oglut**", "we", "us").

These terms govern the use of the Service by whoever creates an account ("**Customer**", "you"). Some rules apply only to those who buy as a **consumer**, that is as an individual acting for purposes outside their trade, business, craft or profession (marked `CONSUMERS`); others only to those who buy for their business, that is companies and professionals (marked `BUSINESSES`). Everything else applies to everyone. The **Data Processing Agreement (DPA)**, by which you appoint us as processor of your contacts' data, is part of the contract (section 12). Capitalised words have the meaning given in section 1. Before accepting you can save and print these terms; the version you accept always remains available (section 4.4).

1. Definitions

- **Service**: OglutForm, including the dashboard, the scripts to add to websites, the form editor, the form pages hosted by us and the automatic emails described in section 2.
- **Account**: your personal access to the Service, linked to a verified email address.
- **Form**: a form connected to the Service, on your website or on a page hosted by us.
- **Visitor**: anyone who fills in one of your Forms. **Contact**: the data a Visitor sends with a Form, with the technical data of the submission (date and time, IP address, browser, referring page, language).
- **Plan**: the free Plan or one of the paid Plans (currently Pro and Agency; Custom by written agreement), with the limits and features shown on the pricing page (form.oglut.com/en/pricing) and in the dashboard.
- **Period**: the month or year paid for. **Order**: a purchase of a Plan for a Period.
- **Credit**: the amount in your favour in the Account balance (section 8), shown in Settings → Plan.
- **Form owner**: whoever created the Form or, if they leave, the longest-standing of the remaining owners. Languages, Collaborators, protection from pausing and sending limits of a Form follow the Plan and the Account limits of its Form owner; in a Plan's number of forms, a Form counts for each of its owners.
- **Collaborators**: the people you invite to a Form with a role (admin, editor, viewer); an owner can then promote a member to owner.

2. The Service

2.1 The Service receives and stores the Contacts sent with your Forms and shows them to you in the dashboard. You can use it in three ways: connecting a form you already have on your

website with our script; building a form with our editor and adding it to your website; using a form page hosted by us, with a link to share.

2.2 In the dashboard you can: search and read Contacts, change their status, add notes, write to the people who contacted you at the email addresses contained in the Contact, export a Form's Contacts as CSV, delete them. You can receive an email for each new Contact, send an automatic confirmation to the person who filled in the form and receive alerts in the dashboard.

2.3 Protection against automated submissions: a trap field for bots in all Forms and Google reCAPTCHA, if you enable it; on the form pages hosted by us reCAPTCHA is always on (with our keys, unless you use your own). The protection stops most spam, not all of it, and may also stop a few genuine submissions by mistake.

2.4 Only with a paid Plan of the Form owner: Collaborators (section 13) and Forms in several languages with translations. On the free Plan a Form in several languages is shown in one language only; the translations stay saved and come back with a paid Plan.

2.5 **"Coming soon" features** (currently: webhooks, API access, branding removal, white label): they are not part of the Service or of any Plan until they are available, and no date is promised. Form pages hosted by us show the words "powered by OglutForm".

2.6 **Where the data is.** Service data (servers, database, files and emails) is processed in the European Union, on Amazon Web Services in Frankfurt (Germany); emails may also be sent through Mailgun, in its European Union region. The providers that process the data, including those that may also process it outside the European Union (Google, for reCAPTCHA; Mailgun, for support access), are listed in the DPA and in the privacy policy (form.oglut.com/privacy).

2.7 **Requirements and compatibility.** The dashboard needs an up-to-date browser. To connect a form on your website you must be able to add a script to its pages: without the script the form does not send data to the Service. The Service currently has no public application programming interface (API); data export is governed by section 14.

2.8 You remain responsible for: your website and its code, adding the script correctly, the texts of your Forms and of the automatic emails, the privacy notices and consents towards Visitors (section 12).

3. Account

3.1 To use the Service you create an Account with an email address that you verify. You must be at least 18 years old and have the legal capacity to enter into contracts; whoever creates the Account for a company states that they can bind it.

3.2 Credentials are personal. You are responsible for what happens with your Account and with the Collaborators you invite; tell us immediately if you suspect unauthorised access. Changing or recovering the password closes the other sessions.

3.3 **Access by our staff.** To solve a problem you report, a malfunction, an abuse or a security problem, Oglut's authorised staff may access your Account with the support credentials and view and change your Forms and Contacts. Every such access is logged as an access by Oglut staff, with date, time and actions taken, and the log is kept for 12 months. Staff cannot, on your behalf: accept documents, make purchases or payments, change billing details or your name, accept or decline invitations, restart a renewal, withdraw from the contract. They cancel or switch you to the free Plan only at your written request.

4. Conclusion of the contract and documents

4.1 The contract for the free Plan is concluded when you complete the activation of your Account by accepting these terms; the same applies to whoever joins from an invitation. You accept the DPA when you create your first Form or when you become an owner of a Form (section 12.1). Each purchase of a paid Plan, or change of Plan, is an Order concluded when the payment is confirmed.

4.2 **How to buy** (technical steps):

1. choose Plan and duration (from the pricing page, from Settings → Plan or during Account activation);
2. enter or check your billing details; if you buy as a consumer, you ask for the Service to start immediately (section 6.5);
3. see the summary: Plan, duration, renewal and how to cancel, price, VAT, Credit used and total to pay (for the annual Plan, also the monthly cost including taxes);
4. accept these terms, if you have not already done so for the version in force;
5. press the button that makes you pay, which shows «Confirm and pay» and the amount (or «Pay now» and the amount, if you use the saved card), and complete the payment on the payment circuit's page.

Up to the button that makes you pay you can go back and correct any detail; on the payment circuit's page you can still cancel. The contract is concluded in Italian or English, as you choose (section 4.5). We do not subscribe to any code of conduct.

4.3 We record each acceptance with date and time, version and language of the document, fingerprint of the accepted file, IP address and browser. We keep the record as evidence for the whole duration of the contract and for 10 years after it ends, even if you close the Account (ordinary limitation period, art. 2946 of the Italian Civil Code).

4.4 Every version of these terms and of the DPA, including those no longer in force, remains available, and can be saved and printed, at form.oglut.com/legal/tos (terms) and form.oglut.com/legal/dpa (DPA), with the version in the address (for example form.oglut.com/legal/tos?v=v2). After each purchase or change of Plan you receive a confirmation email with the versions of the documents you accepted attached; consumers also receive the information on the first 14 days with the form (section 6.5 and Annex A).

4.5 **Language.** These terms are available in Italian and English; we record the language of the version you accept. **BUSINESSES** In case of differences, the Italian text prevails. **CONSUMERS** The two versions have the same value; if they differ, the meaning most favourable to you applies.

5. Plans, prices and VAT

5.1 **Free Plan**: no cost and open-ended, with the limits shown on the pricing page (currently 1 active Form; for the monthly submission limit see section 11). We may change the limits of the free Plan or stop offering it for the reasons in section 9.1, with at least 30 days' notice by email and in the dashboard; before that you can export your data (section 14).

5.2 **Paid Plans**: the price is the one on the pricing page when the Order is placed; limits and features are those on the pricing page and may change only under the conditions of section 9. The Custom Plan is agreed separately, in writing. We may set limits for your Account that differ

from those of the Plan: higher (for example for a Custom agreement or at your request) or, for emails only, lower to stop an abuse (section 10.3). A lower Form limit does not pause Forms that are already active: it only prevents you from creating new ones.

5.3 **Prices and VAT.** List prices are in euro and **exclude VAT**; the pricing page also shows the price including Italian VAT. Before you pay, the summary shows the total with the taxes due according to your country and customer type:

- Italian customers, consumers and businesses: Italian VAT;
- [CONSUMERS] in other European Union countries: Italian VAT as long as our sales to consumers in other EU countries stay below the annual threshold set by law (10,000 euro); above the threshold, the VAT of your country;
- [BUSINESSES] in other European Union countries with a VAT number valid in VIES: no VAT on the invoice (reverse charge: you account for the tax in your country);
- customers outside the European Union: no Italian VAT. If the law of your country required us to collect a local tax, you would see it in the summary before paying.

Any stamp duty due on invoices is paid by us. [BUSINESSES] Taxes that the law of your country puts on you (for example VAT under the reverse charge or local taxes on digital services) remain payable by you.

5.4 **Who can buy.** [CONSUMERS] Consumers resident in the European Union, the United States, Canada, Australia and New Zealand can buy. In other countries we sell paid Plans only to businesses and professionals. **United Kingdom**: we sell only to businesses with a UK VAT number verified with the UK tax authority (HMRC) or to companies verified on the UK register of companies (Companies House); for now we do not sell to consumers or to UK sole traders without a VAT number. The free Plan is available to everyone.

5.5 [BUSINESSES] Whoever buys as a business or professional states that they act for their business and gives true tax details of their own business, which we check in public registers where they exist (VIES for the European Union, HMRC and Companies House for the United Kingdom). Business in another EU country: if at payment VIES says that the VAT number is not valid, you pay with VAT like a consumer; if VIES is not responding at that moment, you can pay with VAT and, if the VAT number is confirmed within 30 days of payment, after our checks we issue a credit note and a new invoice without VAT, and the VAT you paid comes back to you as Credit, or on your card if you ask us. In these cases you remain a business customer: you do not have the refund for the first 14 days that consumers have (section 6.5). At renewal we charge nothing if the EU VAT number is no longer valid: the grace period in section 7.2 applies until you correct your details. If your statements prove false, the VAT and other charges arising from them remain payable by you, and we may end the contract (section 15.3).

5.6 **Invoices.** For each payment we issue an electronic invoice and, when we reduce the price or return an amount (unused days, withdrawal, VAT number confirmed after payment), a credit note. The documents go through the Italian Revenue Agency's e-invoicing system (Sistema di Interscambio): Italian customers also find them in their reserved area on the Agency's website. We email everyone a courtesy copy as a PDF. The invoice needs complete and correct details (for Italian consumers also the tax code): without them, we cannot accept the payment.

6. Duration, automatic renewal and cancellation

6.1 **Duration.** The contract for a paid Plan is open-ended and runs in Periods paid in advance: **monthly** (each Period runs until the same day of the following month or, if that day does not exist, until the last day of the month) or **annual** (12 months, until the same day of the following year, paid in full at purchase). The contract continues until you cancel it (section 6.5) or it ends for another reason provided for in these terms. The paid Period is the minimum duration of your commitment: one month for the monthly Plan, 12 months for the annual Plan, except for consumers' first 14 days (section 6.5) and the other cases provided for in these terms.

6.2 **Automatic renewal.** At the end of each Period a new Period of the same length starts automatically, unless you have cancelled. The new Period is paid first with Credit arising from payments (section 8.3) and, for the remainder, with the card saved at the first payment, which you authorise us to use for these charges. The charge takes place at the end of the Period, between 8:00 and 21:00 (Italian time). If your billing details do not allow the charge (for example because your EU VAT number is no longer valid), the grace period in section 7.2 applies.

6.3 **Renewal price.** The new Period costs the same as the current one, even if the price list changes in the meantime. We may change the price of future Periods only for valid reasons (for example higher supplier costs or inflation, new features included in the Plan), with a notice by email 30 days before the start of the Period in which the new price applies; if you do not agree you can cancel before then, at no cost (section 6.5). The price of Periods already paid does not change. VAT and other taxes are those due by law on the day of the charge.

6.4 **Notice before renewal.** We write to your Account address at least 30 days before the start of a new annual Period and 7 days before a new monthly Period, with the date, the amount and the date by which you can cancel.

6.5 **Cancellation.** You can cancel at any time from Settings → Plan («Cancel», then «Confirm»): the paid Plan stays active until the end of the Period already paid, then the Account moves to the free Plan and we charge nothing more. Until the end of the Period you can undo the cancellation («Resume auto-renewal»). During the grace period (section 7.2) cancellation is not available: you can pay or switch to free straight away. Cancelling does not entitle you to a refund of the current Period, except for consumers' first 14 days (below) and the cases in sections 9.2, 9.3, 14.6 and 15.2.

CONSUMERS **First 14 days.** If you cancel within 14 days of buying or changing a paid Plan, the Plan ends immediately, the Account moves to the free Plan (section 6.7) and within 14 days we refund the unused days of the Period, with the same means of payment; the part paid with Credit comes back as Credit. If the fourteenth day is a public holiday, you have until the next working day. This is the right of withdrawal under the Italian Consumer Code: when you buy you ask for the Service to start immediately, so you pay only for the days used. You can also cancel by writing to info@oglut.com or with the form in Annex A. Automatic renewals do not reopen the 14 days.

CONSUMERS After the first 12 months of an annual Plan you can also end the contract at any time, by writing to info@oglut.com or from the dashboard (Support): the contract ends at the end of the current month of the Period and we refund you, with the same means of payment, the part paid for the following full months.

6.6 **Switching to free now.** Alternatively you can switch to the free Plan immediately («Switch to free now»): the value of the days paid and not used becomes Credit (section 8).

6.7 **What happens on the free Plan.** If your Forms exceed the free Plan limits, you choose which ones stay active (if you do not choose, the most recently used ones stay active); the others are **paused**, except those whose Form owner is another user with a Plan without a Form limit. In a paused Form data and Contacts remain saved and visible in the dashboard, but anyone filling it in reads that the form is not available at the moment and their submission **is not saved**. We send you a summary of the submission attempts. With a new paid Plan the Forms become active again automatically. Existing Collaborators stay, but you cannot invite new ones; Forms in several languages are shown in one language only (section 2.4).

7. Payments

7.1 Payment is by payment card, through the OGPay payment service and the Nexi circuit, indicated in the privacy policy. Card details are handled by the payment circuit: we never see them. The card saved for the charges of later Periods is also held by the payment circuit, not by us. You can pay with another card from the dashboard.

7.2 **Failed renewal payment.** From the first decline you have a **7-day grace period**, during which the Plan stays active: we write to you on the first, third and sixth day with the exact date the grace period ends, we retry the charge on the third and sixth day, and you can pay at any time with the same card or another one. If payment does not arrive within the grace period, the Account moves to the free Plan (section 6.7) and the unpaid Period is not claimed. If you pay later, the Plan restarts from the day of payment.

7.3 A payment received for an Order that is already closed (for example after a withdrawal, or paid twice from two different windows) is not due: we refund it with the same means of payment, as a rule automatically and with an email, otherwise through our staff.

7.4 Before any new charge we check payments with an uncertain outcome, so as not to charge the same Period twice; if it happens anyway, we refund the excess (section 7.3).

8. Change of Plan and Credit

8.1 You can change Plan or duration (for example from Pro to Agency, or from monthly to annual) at any time, except while we are checking one of your payments and within the limits in Annex B. The new Plan is paid in full and the new Period starts from the payment. The value of the unused days of the current Period (in proportion to the time remaining, on the price of the Period shown on the invoice, VAT included if you paid it) becomes Credit and is used straight away for the new purchase. The summary with this Credit is valid for 24 hours: a later payment does not activate the new Plan and is refunded to you (section 7.3).

8.2 **Credit rule (reduction provided for by the contract).** The parties agree that, if the Plan is changed or switched to the free Plan before the end of the Period, the price of the Period is reduced in proportion to the unused days and the corresponding amount is returned to you as Credit; for that amount we issue a credit note against the invoice of the Period.

8.3 Credit arising from payments (unused days, withdrawal, VAT returned) does not expire and is used automatically, before the card, to pay later Periods and new purchases. It is not refunded in cash, except for: consumers' first 14 days (section 6.5); VAT returned to an EU business, to the card if you ask us (section 5.5); the cases where we end the contract (section 15.2) or where you reject a change (sections 9.2 and 9.3); consumers who close the Account (section 15.1), switch

provider (section 14.6) or whose contract ends under section 15.3. Before you close the Account we tell you how much Credit you have.

8.4 Credit we give you without a payment of yours (for example as a commercial gesture) is a discount: it applies on the conditions we tell you when we give it and is never converted into cash.

9. Changes to the Service, the Plans and these terms

9.1 The Service evolves. We may change it, beyond what is needed to keep it in conformity, only for these valid reasons: security; legal obligations or requests from authorities; changes of technical providers; technical evolution; prevention of abuse; introduction, change or removal of features. Changes cost you nothing.

9.2 If a change makes the use of the Service or of a paid Plan worse in a way that is not negligible, we tell you by email and in the dashboard at least 30 days in advance, with the features and the date of the change. CONSUMERS You can withdraw free of charge within 30 days of the notice or of the change, if later, and we refund the unused part of the Period and the Credit arising from payments, unless we let you keep using the Service without the change. BUSINESSES You can end the contract with immediate effect before the date of the change, with the same refund.

9.3 These terms and the DPA may change for the same reasons or to describe new features. We send you the new version by email and show it in the dashboard at least 30 days before it applies, with the main differences. If you do not agree, before that date you can end the contract at no cost, with a refund of the unused part of the Period and of the Credit arising from payments; if you do not, the new version applies from the date stated. Changes that by law require your new consent or a specific approval (section 21) are requested in the dashboard.

9.4 If a change is imposed by a law or an authority with shorter deadlines, we tell you as soon as possible; your rights under sections 9.2 and 9.3 remain.

10. Acceptable use, illegal content and notices

10.1 You may not use the Service for: sending spam or marketing communications without consent; phishing, scams or impersonating others (including by using third parties' names or trademarks in Forms, in the sender name or in the subject of emails, without authorisation); asking for passwords, PINs, security codes or payment card details; collecting data you do not need or for which you have no legal basis; collecting data relating to criminal convictions and offences, unless a law authorises you; publishing or collecting unlawful or offensive content or content infringing the rights of others; attacks, overloads or attempts to get around the limits and protections of the Service. You may collect special categories of data (for example health data) only under your own responsibility, if you have a legal basis and have assessed the DPA measures as adequate (section 4 of the DPA).

10.2 **Email anti-abuse limits.** To protect recipients and the reputation of our email system, automatic confirmations and replies from the dashboard have rate limits: per recipient, per submitter (originating network), per Form and per Account, per hour and per day, higher for paid Plans. Above a limit the automatic confirmation is not sent, but the Contact is always saved and your notification is sent; above an hourly threshold per Form, your notifications arrive grouped in a summary. Replies from the dashboard go only to the addresses contained in the Contact. Email

attachments must be of an allowed type (currently PDF, PNG, JPEG, GIF and WebP images, docx, xlsx, pptx, odt, ods and odp files without macros or external links, text and CSV) and we check their content. Tests you send to your own mailbox do not count towards the per-recipient limits. To protect the Service we may restrict the automatic emails and the replies from the dashboard of Accounts without a paid Plan (for example plain text only, without links or attachments). The values in force are in Annex B; they may change under section 9.

10.3 **Measures in case of breach.** If a Form or an Account breaches the law or section 10.1, we may, in proportion to the seriousness: block a Form's automatic emails; lower the Account's sending limits; pause a Form or disable a hosted page; suspend the Account. We tell you beforehand, except in urgent cases (for example ongoing phishing, danger to Visitors, an order from an authority); if the breach is serious or continues, we may end the contract (section 15.3).

10.4 **Reporting illegal content.** Anyone, even without an Account, can report to us a Form or a page they consider illegal (for example a page imitating another company to collect passwords) using the «Report abuse» form (form.oglut.com/en/report-abuse, linked at the bottom of every Form page we host) or by writing to info@oglut.com with the subject «Report», stating: why the content is illegal; the exact address (URL) of the page or Form; the name and email of the person reporting (not required for reports of child sexual abuse); a statement that the report is made in good faith and that the information is accurate and complete. We confirm receipt, examine the report in a timely, diligent and objective manner and tell the person who reported it our decision and how to contest it.

10.5 **Statement of reasons and redress.** If we restrict one of your Forms, pages or your Account because we consider them illegal or contrary to these terms, we write to your Account address: what we did and for how long; the facts and whether the decision follows a notice or our own check; whether we used automated means; the legal or contractual ground and the reason; how to contest it. You can ask us to review the decision by replying to the email or from the dashboard (Support): a member of our staff reviews it. You can always go to court. We do not send the statement when the law or an authority forbids it.

10.6 **How we moderate.** We do not check the content of Forms in advance. We act on notices, on orders from authorities or when our systems detect an abuse. Automated tools (trap field, reCAPTCHA, email rate limits, checks on attachments, links and well-known brand names) may stop a submission, an email or a save, remove links or well-known brand names from an email, or remove from a Contact the fields that ask for passwords, PINs, security codes or card data, without human intervention. Pauses due to Plan limits (section 6.7) are automatic; pauses, suspensions and removals due to a breach are always decided by a member of our staff.

10.7 **Point of contact.** The single point of contact for users and for authorities (Articles 11 and 12 of Regulation (EU) 2022/2065), including for removal orders for terrorist content (Regulation (EU) 2021/784), is info@oglut.com, in Italian or English. If a content makes us suspect a criminal offence threatening the life or safety of persons, we report it to the authorities.

11. Monthly submission limits and pending Contacts

11.1 If your Plan includes a monthly submission limit (shown on the pricing page), the limit applies **from when we switch it on**: we tell you by email and in the dashboard at least 30 days in advance. Until then, submissions above the limit are saved like the others. When it is on, the limit applies to all the Forms of which you are the Form owner, together, and resets on the first day of

each month (Italian time). Test submissions and those stopped by the anti-spam do not count. We alert you at 80% and 100%.

11.2 Above the limit new Contacts are saved but stay **pending**: whoever fills in the form sees no difference; you see their date, Form and a masked preview (for example the initial and the domain of the email address), you can find them by searching for their number or exact email address and delete them, but you cannot see their content; deleting them does not free up room in the month. We tell you by email, without their data.

11.3 With a higher Plan you see them straight away, within the new Plan's limits; otherwise they enter the following month, in order of arrival and as long as there is room. A Contact left pending for **90 days** is deleted; we warn you beforehand. If you switch provider or the contract ends, we also hand over the pending Contacts (section 14).

12. Personal data and roles

12.1 For the data of your Contacts and Visitors you are the **controller** and we are the processor, under the DPA, which you accept when you create your first Form or when you become an owner of a Form and which from that moment is part of the contract. If a Form has several owners, each accepts the DPA and is answerable to us for the use of that Form's data; the relationships between them (for example a joint controllership arrangement, Art. 26 GDPR) are their own responsibility. You undertake to: inform Visitors and collect the necessary consents, including for automatic confirmations and replies; answer people's requests (with the dashboard's search, export and deletion); use the data lawfully.

12.2 For the data of your Account, billing and payments we are the controller: see the privacy policy (form.oglut.com/privacy) and the cookie policy (form.oglut.com/cookies.php).

12.3 **Retention.** Contacts stay until you delete them. Deleted Contacts are permanently erased after 30 days; a deleted Form, with its Contacts, email templates, attachments, members and invitations, 30 days after deletion. Database backups keep erased data until they expire automatically (within 6 months at most) and are used only to restore the Service after a failure. Paused Forms keep their data and Contacts.

13. Collaborators

13.1 With a paid Plan of the Form owner you can invite Collaborators to a Form with a role (admin, editor, viewer); an owner can promote a member to owner. Each Collaborator uses their own Account and accepts these terms; if they create their own Forms or become an owner of a Form, they also accept the DPA (section 12.1).

13.2 You are responsible for whom you invite and for the roles you assign: Collaborators process Contacts' data on your behalf and according to your instructions. If the Form owner moves to the free Plan, existing Collaborators stay but new ones cannot be invited.

14. Data export and switching provider

14.1 With the owner or admin role you can export at any time the Contacts of each active Form as a CSV file, with the technical data of the submission, status, notes and language (excluding test submissions and pending Contacts). We send you the other data listed in section 14.4 on request, free of charge, within 30 days.

14.2 You can ask us at any time, by writing to info@oglut.com or from the dashboard (Support), to: a) switch to another provider, telling us which one; b) transfer the data to your own systems; c) erase your data. We require no notice: a transition period of at most 30 days starts on the day of the request. If for technical reasons 30 days are not enough, we tell you within 14 working days of the request, explaining why, and indicate a longer period, never more than 7 months. You may extend the transition once, for the period you consider appropriate.

14.3 During the transition the contract stays in force and we: keep providing the Service; assist you, including by cooperating with the new provider or with whoever you appoint, and give you the information useful for your exit; tell you the known risks to continuity; keep the same level of security, including during the transfer. When the switch is complete or, if you asked only for erasure, at the end of the transition, the contract is considered terminated and we tell you by email.

14.4 Data you can export and transfer: Contacts, including pending ones, deleted ones not yet erased and test ones, with the technical data of the submission, status, notes and email history; Form definitions, with translations, settings and ending screen; theme files (logo, images, fonts); email templates and library attachments; members and roles of Forms; statistics. Formats: CSV for Contacts, JSON for the other data, original files for files. Not exportable, because they concern the security or the internal functioning of the Service: technical request logs, anti-spam and anti-abuse data and rules, keys and secrets of the Service.

14.5 After the transition you have at least 30 days to retrieve the data; then, within the following 30 days, we erase all exportable data, except what the law requires us to keep (for example invoices). The personal data of your Contacts also follows the DPA (section 12 of the DPA).

14.6 **Costs.** Switching provider and exporting data are free of charge. If the contract ends in this way during an annual Period already paid: **CONSUMERS** we refund the part paid for the full months after the end of the transition, and the Credit arising from payments; **BUSINESSES** we keep, as the only early termination penalty, the price of the month in progress at the end of the transition and of the following month, and refund the part paid for the other full months. We apply no other penalties or switching charges.

14.7 **Where the data is and access by authorities of third countries.** The Service's infrastructure is located in the European Union: Amazon Web Services in Frankfurt (Germany), subject to European Union and German law; for sending emails also Mailgun, in its European Union region. Amazon Web Services and Mailgun belong to United States companies, which in principle may receive requests for access to data from authorities of third countries. Measures we adopt: data stored in the European region; encrypted connections; access restricted to authorised staff; contractual commitments by Amazon Web Services to challenge authorities' requests that conflict with European Union law and to notify customers where the law allows.

15. Closing the Account and end of the contract

15.1 You can delete the Account from Settings after deleting the Forms of which you are the only owner (they are erased after 30 days, section 12.3). If the Account has had payments, invoices, a subscription or Credit movements, closure goes through support, because invoices and tax documents must be kept by law (10 years). Unused Credit is lost on closure; **CONSUMERS** at your request we refund in cash the Credit arising from payments.

15.2 We may end the contract, including for the free Plan, with at least 30 days' notice by email and in the dashboard, refunding in cash the unused part of the paid Period and the Credit arising from payments.

15.3 We may end the contract with immediate effect, by written notice with reasons, for serious or repeated breaches of the law or of section 10.1 (for example phishing or scams), for false statements about tax details or if a law or an authority requires it. In these cases: **BUSINESSES** the unused part of the Period is not refunded; **CONSUMERS** we refund the unused part of the Period and the Credit arising from payments, without prejudice to compensation for the damage caused by the breach.

15.4 When the contract ends, for any reason, you can retrieve your data for at least 30 days (section 14), unless the law or an authority forbids it; then we erase it within the following 30 days, except what we must keep by law.

16. Availability and support

16.1 We do our best to keep the Service always available, but we do not guarantee a minimum availability (except for written agreements in the Custom Plan): maintenance may be needed, and the Service depends on external networks and providers. We are not liable for interruptions due to causes beyond our reasonable control.

16.2 Support is requested from the dashboard (Support) or at info@oglut.com. We do not guarantee response times, except for written agreements in the Custom Plan.

16.3 Automatic emails go through our email system: we cannot guarantee that recipients' servers deliver them or do not put them in spam.

17. Liability

17.1 **CONSUMERS** All rights granted to you by law remain unaffected, including the conformity of the digital service (arts. 135-octies et seq. of the Italian Consumer Code), also for the free Plan where the law provides for it: if the Service is not in conformity you are entitled to have it brought into conformity and, in the cases provided for by law, to a price reduction or to end the contract. You can report a defect to us from the dashboard or at info@oglut.com. These terms do not limit our liability towards you beyond what the law allows.

17.2 **BUSINESSES** Except for wilful misconduct or gross negligence, personal injury and cases where the law does not allow it, our total liability for any claim relating to the contract does not exceed the fees you paid us in the 12 months before the event or, if higher, 100 euro; we are not liable for indirect damage, such as loss of profit or loss of opportunity.

17.3 We are not liable for what depends on you or on third parties for whom we are not responsible: your website and the script configuration, the texts of your Forms and emails, the external services you choose to use, submissions not saved because a Form was paused or a limit was reached under these terms.

17.4 **BUSINESSES** You hold us harmless from third-party claims arising from use of the Service contrary to these terms or to the law (for example sending communications without consent).

18. Intellectual property

18.1 The Service, the software and the trademarks belong to Oglut. We grant you a non-exclusive, non-transferable right to use them for the duration of the contract.

18.2 Forms, texts, logos, images and Contacts remain yours. You authorise us to store, process and display them to provide the Service, for its security and the prevention of abuse and for legal obligations, under the DPA.

18.3 If you suggest ideas or improvements for the Service, we may use them freely, without obligations towards you.

19. Communications and assignment of the contract

19.1 Communications about the contract are sent to the Account email address and, where needed, in the dashboard; keep the address up to date. You can write to us at info@oglut.com, from the dashboard or at the certified email address (PEC) oglut@legalmail.it.

19.2 You may not assign the contract or the Account without our written consent. We may assign the contract to a company that continues the Service, without reducing your rights, telling you at least 30 days in advance; if you do not agree you can end the contract before the assignment, with the refund in section 15.2.

20. Complaints, governing law and jurisdiction

20.1 **Complaints**: to info@oglut.com, from the dashboard (Support) or to our registered office. We reply in writing within 30 days. We do not subscribe to any alternative dispute resolution (ADR) body; if a consumer complaint of yours is not resolved, we tell you in writing the competent ADR body and whether we intend to take part in the procedure.

20.2 The contract is governed by Italian law.

20.3 CONSUMERS The choice of Italian law does not deprive you of the protection of the rules of the country where you live that cannot be derogated from by contract. For disputes you can apply to the courts of the place where you reside or are domiciled, or to the Italian courts; we can bring proceedings against you only before the courts of the place where you reside or are domiciled. If you live in another European Union country you can also contact the European Consumer Centre of your country.

20.4 BUSINESSES For businesses established in Italy, the competent court is the one provided for by law. For businesses established outside Italy, the courts of Rome (Italy) have exclusive jurisdiction.

21. BUSINESSES Specific approval

If you buy as a business or professional, under articles 1341 and 1342 of the Italian Civil Code we ask you to specifically approve, in a separate step and with an electronic signature (a one-time code sent to the Account email address), the following clauses: 6.2 (automatic renewal of Periods); 6.5 (no refund of the current Period on cancellation); 8.3 (Credit not refundable in cash); 9.1-9.3 (changes to the Service, the Plans and the terms); 10.3 (suspension of emails, Forms and Account); 11.3 (deletion of pending Contacts after 90 days); 14.6 (penalty for early exit); 15.2 (Oglut's withdrawal with notice); 15.3 (immediate termination for serious breaches); 16.1 and 16.3 (availability of the Service and delivery of emails); 17.2 (limit of Oglut's liability); 17.3

(facts attributable to you or to third parties); 17.4 (indemnity); 19.2 (prohibition on assigning the contract and Oglut's right to assign it); 20.4 (exclusive jurisdiction of the courts of Rome). We email you a copy of the approval. Until you approve them in this way, these clauses do not apply to you and the law applies.

Annex A — CONSUMERS Model withdrawal form

(Annex I, part B, of the Italian Consumer Code: complete and return this form only if you wish to withdraw from the contract)

— To: Oglut S.r.l., Viale Tito Livio 67, 00136 Rome (RM), Italy, info@oglut.com

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

Full instructions are in section 6.5 of these terms.

Annex B — Values in force on 9 November 2026

The values may change under section 9. We may set different values for a single Account (section 5.2). "Paid Plans" means: after a successful payment that activated a paid Plan, as long as it has not been refunded and unless a later withdrawal has taken place.

What	Value
Notice before renewal	at least 30 days before (annual), 7 days before (monthly)
Grace period for an unpaid renewal	7 days from the first decline; emails on day 1, 3 and 6; new attempts on day 3 and 6
Validity of the checkout summary with the Credit for unused days	24 hours
Changes of Plan and purchases	at most 3 changes of Plan in 24 hours (switching to free is always possible); at most 10 purchase attempts per hour and 20 per day
Erasure of deleted Contacts and Forms	after 30 days
Pending Contacts (only if the limit in section 11 is on)	deleted after 90 days; warning 10 days before
Automatic confirmations, per recipient	3 per hour on the same Form, 10 per hour across all Forms
Automatic confirmations, per submitter network	20 per hour on the same Form, 100 per hour across all Forms
Automatic confirmations, per Form	Free Plan: 100 per hour. Paid Plans: alert above 100 per hour, stop at 500 per hour

What	Value
Automatic confirmations, per person (Form owner and whoever last saved the confirmation text), across all their Forms	Free Plan: 100 per day. Paid Plans: alert above 1,000 per day, stop at 5,000 per day
Notifications to you of new Contacts	above 60 per hour per Form, one summary per hour instead of individual emails
Replies from the dashboard	5 per hour per recipient; per Account: free Plan 50 per hour and 300 per day, paid Plans 500 per hour and 5,000 per day
Format of emails to Visitors (automatic confirmations and replies from the dashboard)	Free Plan: automatic confirmations in plain text only; replies from the dashboard with bold, italics, underline and lists; neither may contain links, images or attachments. Paid Plans: also HTML, links and attachments

Version 2. It replaces version 1 from the moment you accept it. Previous versions remain available at form.oglut.com/legal/tos?v=v1.