

Terms of Use for Content Available on the Platform and Permitted Uses of Incorporated Works

Owner of the Platforms and the Content:

BKT EUROPE S.R.L. – VAT NUMBER: 05404270968

Registered office: Viale Bianca Maria n. 25 – 20122 Milano (MI)

Operating office: Viale della Repubblica n. 133 – 20831 Seregno (MB)

1. Definitions

1.1 BKT: BKT EUROPE S.R.L.

1.2 Platforms: digital services "EasyHub" and "Toolbox" (also "EH/TB").

1.3 Authorized Partner” or “Partner:

the entity (including any distributor, dealer, reseller, importer, agent, BKT employee, or any other stakeholder authorized by BKT) that accesses the Platforms and downloads the Content.

1.4 User: the natural person acting on behalf of the Partner on the Platforms, through the use of credentials.

1.5 Contents or BKT Contents: digital materials made available by BKT through the Platforms (e.g., creative assets, images, videos, layouts, sheets, templates, marketing materials, technical materials), including any derivative or post-produced works. The Content may incorporate materials licensed to BKT by third-party providers (e.g., image banks, stock footage, music).

1.6 Brand Guidelines: BKT brand guidelines and trademark-use rules, where made available.

1.7 Executive Suppliers: third parties engaged by the Partner solely for technical or execution-related activities (e.g., printing companies, production services, production houses, graphic agencies), without acquiring any rights over the Content.”

1.8 Upstream Licences: the licenses granted to BKT by third-party providers (e.g., Shutterstock or other image banks) for the use of materials incorporated into the Content.

2. Scope and Acceptance

2.1 These Terms govern access to the Platforms and the use of the Content by the Partners.

2.2 New users: acceptance of these Terms is a condition for registration/enablement.

2.3 Existing registered users: acceptance of the updated version may be required upon the first login following the publication/activation of the update. In the absence of acceptance, access to the Platforms and to the Content may be suspended.

2.4 These Terms are valid and effective between the parties from the moment of acceptance. They are deemed accepted by ticking the checkbox made available to users together with the acceptance wording. The same procedure applies to the specific acceptance of the clauses indicated next to their respective checkboxes. The system will record the user's actions, associating such behavior with their personal data.

The text of these Terms will be made available to users via link prior to the expression of their consent. Before acceptance, users will be able to save the text of these Terms — which will have been provided to them in advance in the manner described above — in PDF format or on another durable medium, including by printing a paper copy.

For the purposes of these Terms, acceptance by ticking the checkbox, as described above, shall be deemed as written form.

3. Account, Credentials and Security

3.1 Credentials are personal to each User and may not be shared. The Partner is responsible for the use of the credentials by its Users.

3.2 The Partner shall adopt reasonable measures to prevent unauthorized access and shall promptly inform BKT of any compromise or suspected compromise.

4. Ownership and Rights

4.1 All rights in the Content remain vested in BKT and/or in the third-party rights holders (including any upstream licensors). Nothing in these Terms grants the Partner any intellectual property rights over the Content.

4.2 Any permitted customizations under these Terms (e.g., insertion of the Partner's logo, texts, translations, format adaptations) do not grant the Partner any rights over the underlying Content, nor do they constitute autonomous works of authorship created by the Partner.

4.3 The Partner acknowledges that the Content may incorporate materials subject to Upstream Licenses and that its use is conditional upon compliance with the relevant terms, as incorporated into these Terms or otherwise communicated by BKT.

5. License Grant and Permitted Uses

5.1 BKT grants the Partner a limited, non-exclusive, revocable, and non-transferable license to use the Content exclusively for purposes related to BKT products and services (including, by way of example: marketing, promotion, sell-out activities, technical communication), on the Partner's channels and in compliance with the Brand Guidelines.

5.2 Any different or additional use requires BKT's prior written authorization.

5.3 The license is conditional upon full compliance with these Terms. Any breach results in the automatic termination of the usage rights, without prejudice to BKT's right to compensation for damages.

Without prejudice to Article 9, the use of the Content on **non-digital media** (including printing beyond the permitted cases, OOH, TV/cinema/OTT, events/live activities, merchandising) is permitted **only** if the individual Content is expressly authorized by BKT (on the Platform or in writing) for such media; failing this, the Partner shall limit usage to digital channels consistent with the intended purpose of the Content.

Furthermore, the provisions of the applicable Intellectual Property Policy concerning violations and sanctions shall remain fully applicable.

6. Permitted Adaptations

6.1 Only non-substantial customizations of the Content are permitted, such as:

- a) insertion of the Partner's logo;
- b) insertion of local texts/claims;
- c) translations;
- d) graphic and format adaptations (e.g., crop/resize, layout adjustments, reasonable trimming).

6.2 Customizations must not:

- a) affect the integrity of the Content;
- b) remove or alter BKT logos, trademarks or watermarks;
- c) modify product representations in a misleading or "anti-brand" manner.

6.3 Any further or substantial modifications (including complex image/video manipulations) are permitted only with BKT's prior written authorization.

7. Prohibitions and Restrictions

7.1 Any use of the Content is prohibited:

- a) for promoting non-BKT products/services or competitors' products/services;
- b) in materials that alter or obscure the association with BKT;
- c) in a manner that removes or alters BKT trademarks, watermarks, or distinctive elements;
- d) to create content that, even indirectly, compares or devalues BKT or generates confusion regarding origin or endorsement;
- e) in a manner that constitutes or gives rise to misleading advertising, unfair competition, or infringement of third-party intellectual property rights.

7.2 It is prohibited to attempt to extract, isolate, reconstruct, or separately reuse components of the Content (including third-party components), as well as to perform reverse engineering, decompilation, layer separation, removal of ownership notices, or any operation aimed at obtaining the original asset or “open” versions of the files.

7.3 The Partner may not resell, redistribute, publish as a downloadable library, share, or make the Content accessible to third parties, nor allow third parties to search/select Content from a collection, whether free of charge or in the form of a repository.

It is also prohibited to make the Content available, even partially, as part of a “gallery” or search/selection system accessible to third parties.

The sole exception is transmission to Executive Suppliers under the limits and conditions of clause 7.5.

7.4 Any sublicensing or transfer, even partial, of the usage rights over the Content, as well as the transfer of the account or credentials, is expressly prohibited.

7.5 The right to use the Content is personal to the Partner and is non-transferable.

The involvement of Executive Suppliers is permitted only to the extent strictly necessary to produce materials on behalf of the Partner and subject to all the following cumulative conditions:

- i. the supplier does not acquire any rights over the Content and may not reuse it;
- ii. the Content is shared only to the minimum extent necessary and subject to confidentiality obligations;
- iii. upon completion of the activity, the supplier must delete all copies of the Content;
- iv. the Partner remains responsible for the supplier’s conduct.

The Partner shall adopt reasonable (organizational and technical) measures to prevent unauthorized duplication, extraction, or reuse of the Content by third parties.

7.6 The Partner may not use the Content (in whole or in part) as a trademark, logo, service mark, or indication of origin, nor register or claim it as a distinctive sign.

7.7 Any use of the Content in pornographic, defamatory, libelous, deceptive, unlawful, obscene, or otherwise reputation-damaging contexts is prohibited.

It is also forbidden to use the Content in connection with tobacco, political endorsement, medical conditions/pathologies, immoral or criminal activities, or any other “sensitive use” that may create reputational or legal risks.

7.8 The Partner may not use the Content (or portions thereof) to train, retrain, optimize (fine-tune), or evaluate artificial intelligence or machine-learning models, nor to create datasets/libraries/archives intended for training or automated content generation.

The use of software functionalities employing AI components is permitted exclusively for editing/layout/adaptation/publication, provided that such tools do not use the Content (or derivatives) to train or improve third-party models or services.

7.9 If BKT indicates that a Content item is intended for editorial use only (“Editorial Use Only” or equivalent), the Partner undertakes not to use it for commercial, promotional, or advertising purposes.

7.10 For each Content item used on physical media, reproductions may not exceed 500,000 total copies. Out-of-Home campaigns must comply with a maximum audience of 500,000 gross impressions, where applicable.

In any case, where BKT indicates (on the Platform or in writing) that a Content item is intended exclusively for digital/social channels, the absolute prohibition on physical reproductions set forth in clause 9.2 shall apply.

7.11 The Partner undertakes not to state, declare, or represent—expressly or implicitly—that the Content (or any substantial part thereof) was created, produced, developed, or “commissioned” by the Partner or by entities other than the legitimate rights holders or BKT, where applicable.

Any use likely to generate confusion regarding authorship, origin, ownership, or endorsement is likewise prohibited, including misleading captions, credits, or graphic elements.

8. Attribution and Credits

8.1 Where any Content is subject to attribution or credit obligations (whether pursuant to licence terms, industry standards, or platform guidelines), the Partner undertakes to provide such credit in a clearly legible manner and with adequate prominence, in accordance with the instructions made available by BKT (adjacent credit where feasible; for audiovisual materials, within end credits or an equivalent section).

8.2 For audiovisual content, the attribution must appear in the end credits or in an equivalent section, in the form specified by BKT.

8.3 It is prohibited to remove or alter any ownership notices, licence statements, or embedded credits included within the Content or communicated by BKT.

9. Usage Rules for Individual Content and Specific Limitations

9.1 The Partner acknowledges that certain Content may incorporate or derive from materials licensed from third parties and that, accordingly, the use of each individual Content item is permitted solely within the limits set out in these Terms and any applicable licence conditions.

9.2 Without prejudice to the general rules, BKT may specify, for certain Content, additional limitations or specific usage conditions (e.g., digital/social-only use and related prohibition of physical reproductions; editorial restrictions; credit obligations; further reputational safeguards).

9.3 Such limitations/conditions shall be deemed duly communicated if: (i) indicated in the Content's information sheet/description within the platform; or (ii) communicated by BKT in writing (including via e-mail). In such cases, the Partner undertakes to fully comply with them.

9.4 In the absence of specific indications, the general rules of these Terms shall apply.

9.5 Should the Partner use or access the Content (even partially) **within the territory of the United States**, the Partner must promptly notify BKT at the address indicated in Clause 17.

9.6 Where BKT indicates that a Content item includes musical works subject to third-party rights (e.g., PROs – Performing Rights Organizations, collecting societies), the Partner is responsible for obtaining any additional licence required in its own territory, as well as for making any filings required under applicable laws or agreements.

9.7 BKT does not warrant the availability of valid and/or suitable releases for the individual Partner (model releases, property releases) relating to the individuals or properties depicted in the Content, unless expressly stated in the Content's information sheet. The Partner is responsible for verifying the suitability of the Content for the specific intended use, particularly for uses requiring the consent of depicted individuals.

9.8 The Partner acknowledges that the Content may incorporate materials subject to Upstream Licences (e.g., Shutterstock, other image banks, stock footage, music). Where BKT communicates additional conditions or restrictions arising from such licences, the Partner undertakes to fully comply with them. Any breach of such conditions constitutes a breach of these Terms.

9.9 The Partner acknowledges that certain Content may incorporate materials licensed from third parties (e.g., stock photos/videos, music, editorial elements) and that the relevant rights remain vested in their respective owners. The licence granted by BKT under these Terms operates solely as an authorization to use the Content **in the form made available by BKT** (including as a derivative or post-produced work) for purposes connected to BKT products/services.

9.10 The Partner shall in no event be entitled to obtain, use, reuse, or make available **the original third-party asset** (or any separable portion thereof) as an autonomous file, nor to use it outside the BKT Content and the conditions set out herein.

10. Takedown, Removal and Cooperation

10.1 Upon BKT's request (including in connection with the removal of the Content from the platform or disputes relating to Upstream Licences), the Partner must: (i) immediately cease any further use of the Content; (ii) remove the Content from digital channels under its control within 72 hours from the request; (iii) delete all

copies from its systems, except for those strictly necessary for evidence/documentation purposes and only to the extent permitted.

10.2 If a social/digital platform or any third party disputes or restricts the use of the Content (including on the grounds of alleged excessive or unauthorized use), the Partner shall promptly comply with any required removal/restriction where applicable and shall notify BKT without delay (within 5 business days), providing all relevant information (URLs, screenshots, communications received).

10.3 In the event of a claim or notice relating to third-party rights, the Partner shall immediately suspend the use of the disputed Content and shall cooperate in good faith with BKT in all activities relating to the management and/or removal of such Content.

11. Compliance, Audits and Remedies

11.1 BKT may request reasonable evidence of compliance (e.g., statements, samples of materials, indication of channels). The Partner shall cooperate in a timely manner.

11.2 In the event of a breach (including a suspected breach), BKT may suspend or revoke access to the Platforms and require the immediate cessation of use and removal of the Content, without prejudice to BKT's right to claim compensation/indemnification for damages and costs.

The provisions of the applicable Intellectual Property Policy regarding violations and sanctions shall remain fully effective.

12. Warranties, Partner's Liability and Indemnification

12.1 The Partner warrants that it will use the Content in compliance with these Terms and with all applicable laws and regulations.

12.2 The Partner shall indemnify and hold harmless BKT, its directors, employees, contractors, and suppliers from and against any claim, damage, or cost (including legal fees, collection expenses, banking charges, and administrative costs) arising from the use of the Content in breach of these Terms, BKT's instructions, the conditions of any Upstream Licences, or applicable law, as well as from acts or omissions of Users and Executing Providers.

13. Limitation of BKT's Liability

13.1 To the maximum extent permitted by law, BKT shall not be liable for any indirect, consequential, incidental, or special damages, loss of profit, loss of business opportunities, or reputational harm suffered by the Partner.

13.2 BKT's total aggregate liability, on any grounds whatsoever, shall be limited to:
(i) the amounts, if any, paid by the Partner to BKT for access to the Platforms during the twelve (12) months preceding the event giving rise to the liability; and, in any event,
(ii) a maximum overall amount of EUR 1,000.00, except in cases of willful misconduct or gross negligence, and without prejudice to any mandatory statutory limitations.

13.3 BKT does not warrant that the Content, the Platforms, or any other materials will meet the Partner's requirements or that their use will be uninterrupted or error-free. The entire risk as to the quality, performance, and use of the Content lies solely with the Partner.

14. Term, Termination and Effects

14.1 These Terms apply for the entire duration of the Partner's authorization to access the Platforms.

14.2 BKT may revoke such authorization and/or terminate access in the event of breaches, including repeated breaches, or where necessary to protect its rights.

14.3 Upon termination of access, the Partner shall cease all use of the Content and delete any copies in its possession, except for materials already lawfully distributed and only within the limits permitted (e.g., printed copies produced within applicable thresholds).

14.4 The clauses relating to ownership, prohibitions, indemnification, limitation of liability, and governing law/jurisdiction shall survive the termination of these Terms.

15. Amendments to the Terms

15.1 BKT may update these Terms for operational, legal, or rights-protection purposes. Amendments shall take effect in accordance with Article 2.

16. Coordination with the Intellectual Property Policy

16.1 Access to the Platforms may entail the disclosure or availability of Confidential Information as defined under the applicable Intellectual Property Policy. The Partner undertakes to fully comply with the confidentiality obligations set out therein.

These Terms apply specifically to the use of Content downloaded from the Platforms.

For all matters not expressly governed herein, the obligations set out in the applicable BKT Intellectual Property Policy for the Partner shall remain in full force (the EasyHUB platform policy for distributors; the Toolbox platform policy for employees), with particular reference to:

- obligations of confidentiality regarding Confidential Information;
- security measures;
- management of personnel/contractors;
- consequences in case of breach.

In the event of any conflict, the more restrictive provisions shall prevail.

17. Governing Law and Exclusive Jurisdiction

17.1 These Terms shall be governed by and construed in accordance with Italian Law.

17.2 Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Court of Milan, without prejudice to mandatory rules on jurisdiction where applicable.

18. Contacts

For communications concerning the Content, authorization requests, or notifications:
BKT EUROPE S.R.L.

Viale della Repubblica, 133 – 20831 Seregno (MB)

E-mail: gabriella.usiello@bkt-tires.com

PEC: bkteurope@pec.servizi-pec.it