



## WEBSITE TERMS AND CONDITIONS

### Scope and applicability

This website has been created to disseminate information on the activities of Kirey S.r.l. and the Companies subject to its control and coordination, pursuant to and for the purposes of Article 2359 of the Italian Civil Code, with registered office in Via Benigno Crespi, 57, 20159 - Milan, registered with the Companies' Register of Milan, Tax Code and VAT No. 06729880960, R.E.A. 1910802 (hereinafter, "**Owner**" or "**Kirey Group**"). Therefore, by accessing and consulting the content on the Owner's website (hereinafter the "**Website**"), the user of the Website (hereinafter the "**User**") expressly agrees to these general terms and conditions of use of the Website, in addition to other applicable and applicable laws (hereinafter "**Terms and Conditions**").

Kirey Group has the right to modify the content of this Website at any time and for any reason, by deleting or adding new parts to it. The User expressly accepts the Terms and Conditions as incorporated into the Website at the time of accessing it and, since these Terms and Conditions are binding on the User, the User is required to periodically check them for updates. Your continued use of the Website will constitute your acceptance of all specified Terms and Conditions. If necessary, Kirey Group may also incorporate Terms and Conditions or waive them through special conditions that will be proposed to the User when requesting certain services. In this case, in the event of a conflict between Terms and Conditions and the particular conditions, the latter will prevail. Kirey Group specifies that the regular updating and/or verification of this Website may result in temporary inaccessibility to the same as well as the permanence, on the same Website, of outdated information and data with respect to which Kirey Group disclaims any responsibility. Kirey Group where necessary, may in any case notify through the Website itself or through the channel deemed most appropriate any updates to the Terms and Conditions and/or other features capable of affecting the User's browsing experience.

### Property of Website content and its use by Users

All the contents and materials of this Website such as, by way of example but not limited to, images, logos, news, texts, trademarks, graphics, software, etc., including any updates thereof, as well as the material that can be downloaded from the Website (hereinafter, jointly referred to as the "**Contents**"), are the exclusive property of Kirey Group and are, therefore, protected by the legislation on intellectual and industrial property and, in particular, by the current Italian legislation on the protection of copyright, Law No. 633/1941 and subsequent amendments and additions. Consequently, it is absolutely forbidden to reproduce, even partially, make available, modify or process, transfer, distribute, disclose or diffuse by any means, without the prior written consent of the owner or those who have the relevant rights. Failure to comply with these provisions will result in the application of the sanctions provided by applicable law. Access to and use of the Content on the Website, may be carried out exclusively for personal use, in accordance with the purposes of usage allowed by the Website and provided that it is not for profit and directly or indirectly commercial purposes. In fact, the User is not granted any right of economic exploitation over the Content referred to on the Website, nor is any license granted or assigned to the Content by Kirey Group or any other party.

### Nature of Website Content

The access to the Website is free of charge without any prejudice to the cost for the connection to the Internet network, the amount of which varies from operator to operator and is at the User's expense. In particular, the equipment (tablets, computers, smartphones, applications, other means of telecommunications, etc.) that allow access to the Website, are also the sole responsibility of the User. Kirey Group expressly informs the User that if an update of the Website requires changes in the User's software or equipment, these must be carried out in full at the User's expense.

### Kirey Group's Responsibility

#### Kirey S.r.l.

*Società a socio unico*

Sede legale: Via Benigno Crespi 57, Milano

Capitale sociale: Euro 1.089.720,00 i.v.

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Kirey Group is committed to maintaining the efficiency of the Website. Should it be forced to interrupt the use of the Website due to exceptional events or maintenance, it will endeavor to contain the periods of interruption and/or malfunction as quickly as possible.

### Kirey Group's Limitation of Liability

Under no circumstances shall the Owner shall be held responsible for the malfunctioning of the Website resulting from failures, overloads and interruptions, even temporary, on the part of telephone line operators, electricity, world and national networks. Under no circumstances shall the Owner be held liable for any direct and/or indirect damage the User has suffered as a result of the use of the equipment he or she uses to access the services.

Kirey Group declines any and all responsibility regarding the way in which Users use the Website and its Contents, as well as it cannot be held responsible under any circumstances for any content (UGC), in any form (videos, photographs, slide-checks, reviews, etc.) published and/or shared by Users and cannot therefore be held liable for any damages. Kirey Group, cannot guarantee the completeness, accuracy and correctness of the Content and the absence of any technical problems, permanent or temporary, declining any responsibility in this regard. Kirey Group cannot be held liable for any damages or viruses that may affect the User's computer equipment or other properties as a result of accessing, using or browsing the Website or, where applicable, downloading Content from the Website and therefore cannot be held liable in any way. In this regard, Kirey Group invites Users to use up-to-date antivirus software for the protection of network data transmission, and that your Internet service provider has taken all appropriate measures to ensure the security of network data transmission. Kirey Group also reserves the right to interrupt at any time in whole or in part the access to and/or the functionalities of the Website without any liability resulting to it.

### Links to other websites

This Website may contain links and/or banners or other form of connection to websites (including social media) of independent third parties. However, even if these third parties are affiliated with Kirey Group, the inclusion of these links on the Website does not entail Kirey Group's endorsement or control of the relevant websites and their respective contents, which possess their own terms and conditions, which are unrelated to Kirey Group, with respect to, for example, intellectual and industrial property rights, collection of personal data, etc., and may not necessarily reflect the opinion of Kirey Group. The referral of these websites is made only to offer an additional service for the exclusive benefit of the User; access to and consultation of these websites is therefore under his/her exclusive and personal responsibility and at his/her own risk. In particular, since the services offered through such websites, and their content, may be chargeable, it is the User's responsibility to make appropriate assessments before proceeding with any transaction, and this in order to determine whether or not a fee will be charged for the use of such services.

### Data protection

The User agrees to communicate the personal data from time to time necessary for the registration and/or use of the services in a correct and accurate form. In relation to the processing of the User's personal data in any case acquired by Kirey Group, they will be processed in accordance with what is described in the Privacy Policy accessible at the following [link](#) as well as the Cookie Policy accessible at the following [link](#).

### Use of the Website

If the User is an individual, he or she represents and warrants that he or she has attained the age of legal maturity in the jurisdiction in which he or she resides and is, in each case, at least 18 years of age. If User is using the Website on behalf of a corporation or other organization, User represents and warrants that User has the requisite authority to accept these Terms on behalf of such organization and all references to "you" in these Terms will include such organization, jointly and severally with User.

The User is authorized to view, consult what is included on the Website, for the sole purpose of consultation and/or disclosure of the Owner's content, any other rights and/or use being excluded. The Website may contain content that

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aims to realize, promote, disseminate and enhance the activities of Kirey Group. The Website will also contain sections and chats aimed at enabling the User to communicate with Kirey Group (hereinafter, "Contact"). The User agrees to use the Contact only in connection with appropriate requests for information that is not defamatory, does not violate the rights of others, and is not obscene, indecent, or illegal. The Owner reserves the right to terminate the Contact by the User, at any time, without notice and for any reason.

### Users' Responsibility

The User is allowed to use the Website for personal use only, not collectively or for profit, and takes full responsibility for any unauthorized use including, but not limited to, distribution of content via email and file sharing sites.

### Prohibited conducts

In using the Site, the User should avoid:

- to publish, transmit, or make available through the Website any material that is or may be: (a) threatening, harassing, degrading, hateful, or intimidating, or which does not respect the rights or dignity of others; (b) defamatory, fraudulent, or unlawful; (c) obscene, indecent, pornographic, or objectionable or (d) potentially harmful or invasive or intended to damage or alter the functionality, or monitor the use, of any hardware, software, or equipment, such as a virus, worm, Trojan horse, Easter Egg, time bomb, spyware, or other computer code, file, or program (hereinafter, "**Virus**");
- to publish, transmit, or otherwise make available through the Website any material protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express written consent of the rightful owner;
- using the Website for commercial purposes or in any case use the Website for processing data or other information on behalf of third parties;
- using the Website for fraudulent, illegal, or unlawful purposes;
- Interfering with or disrupting the operation of the Website or the servers or networks used to make the Website available, including by hacking or deleting any part of the Website; or violating any requirements, procedures, or policies of such servers or networks;
- limiting or inhibiting third parties from using the Website;
- creating or sharing content without first obtaining the necessary third-party permissions or using the Website to post or transmit any information that you do not have the right to provide; that violates any applicable law or regulation; or that would violate or infringe upon any right or interest of a third party;
- reproduce, modify, adapt, translate, create derivative works from, sell, rent, lease, lend, share, distribute, or exploit, without the prior written consent of Kirey Group, any portion (or any use) of the Website except as expressly authorized herein;
- reverse engineer, decompile, or disassemble any part of the Website, except where such restriction is expressly prohibited by applicable law;
- remove or manipulate any copyright, trademark, or other proprietary rights notices on the Website or in content accessible through the Website;
- carry over or copy, without the prior written consent of Kirey Group, any part of the Website, or otherwise incorporate any part of the Website into any product or service;
- systematically download and archive the content of the Website;
- use any robot, spider, Website search/retrieval application, or other manual or automated device to (a) retrieve, index, "scrape," "data mine," or collect content from the Website, (b) reproduce or otherwise circumvent the navigational structure or presentation of the Website, or (c) Collect information about users of the Website without prior express written consent from Kirey Group.

If User fails to comply with these Terms (or if we, as the Owner, have reasonable grounds to suspect or are investigating suspected non-compliance), we may suspend User access to the Website or take any other action we deem appropriate.

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