Conditions for the access and use of the "EXPO PLAZA" Service

In order to access and use the "EXPO PLAZA" Service, the User must comply with the following Terms of Use of Service.

Before using the Service, the User will be required to agree to the content of the specific section of the web page that will be displayed when accessing the Service for the first time.

# Conditions of Use of the "EXPO PLAZA" Service

## 1 - Definitions

The following definitions shall apply within the framework of these Service Use Conditions:

- **Fiera Milano S.p.A.** (hereinafter also briefly referred to as "FM") is the legal entity (with registered office in Piazzale Carlo Magno 1 20149 Milano, Italy), which manages the "EXPO PLAZA" Service (hereinafter referred to as the "Service");

- The Portal is the restricted online area dedicated to the provision of the Service to the Users;

- A **User** is a natural person who is assigned the credentials received during registration to access the Portal and use the Service;

- An **Exhibitor** is a natural or legal person, public administration, entity or association admitted to exhibit their goods or business at the event organised by or at FM, and to use the related services, including webbased services, following the admission of a specific application by FM or the Organizer of the event;

- A **Visitor** is a natural person admitted to participate in the event organized by or at FM and to use the related services, including web-based services, following a pre-registration or the purchase of an entry ticket from by the event Organizer;

- **Credentials** are the electronic keys or computer authentication credentials associated with each User, used to access the Portal and use the Service.

### 2 - Purpose of the Service

These Conditions relate to and govern the access to and use of the "Expo Plaza" Service.

FM reserves the right to unilaterally amend these Conditions at any time. Any amendment shall be published on the Portal, so that it is visible to users. The subsequent use of the Service by the User shall signify the acceptance of these Conditions, including any subsequent amendment or update.

### **3** - Description of the Service

### **Application operation requirements**

To fully operate the Application, the User must have registered for the Service using their Expo Plaza username and password.

### How the Application works

Having logged in to the Expo Plaza Service, the User will be able to access the functionalities made available by Fiera Milano, also on behalf of third party organizers, to search the exhibition and event catalogue, offer exhibitors spaces for communication and interaction with visitors, and viceversa.

### Specific functionalities for Exhibitors:

**Restricted Area:** this is a section that contains a summary of the User's profile, the list of the exhibition pages that they can be edited, the status of the extra services available for each page, and links to both their Expo Plaza personal profiles and the Exhibitor Portal.

**Exhibitor Page**: this page is automatically generated by Expo Plaza when the exhibitor's catalogue information is receives from the centralized Catalog Hub managed by the Organizing Secretary. The Exhibitor's page contains customization spaces available to the exhibitor (e.g. cover image) and additional information that cannot be edited by the exhibitor (all the catalogue's details that are uploaded, displayed or validated by the exhibitor through the Exhibitor Portal). In the Exhibitor's page, the user of the same client company can create and edit the following elements, which are limited in number, publicly visible to all visitors, including those who are not registered, and subject to supervision at the sole discretion of the Organizing Secretary.

**Stories**: blog-type articles freely created by the Exhibitor.

**Products**: product sheets the Exhibitor may use to present a selection of products.

**Documents**: files that can be uploaded by the Exhibitor in a dedicated space accessible to all users for downloading.

**Events**: advertising of events organized by the Exhibitor using a dedicated form, to be submitted to the Organiser for approval at their sole discretion. The Events functionality can be used by the Exhibitor to request registration for their own events. All the details obtained by the Exhibitor through Expo Plaza using this functionality must be processed by the Exhibitor User in compliance with the applicable legislation on data processing regulations, as data controller.

**Webinars**: streaming events organized and managed directly by the Exhibitor User, open to all visitors for registration.

**Open Agenda**: functionality that is generated and managed by the Exhibitor User through the Exhibitor Portal; please refer to the specific Terms and Conditions of Use.

**Videochat**: functionality linked to Open Agenda, that allows meetings to be held remotely using a video chat system. The use of the Videochat service is permitted for business purposes only. The availability of hours for the video chat is controlled by the Organizer and monitored with technological tools. At the end of the hours available to the Exhibitor User, the Service will no longer be available.

**Image Gallery**: a carousel of images the Exhibitor User can upload to show their own page.

**Social Flow**: engine for the collection of public content uploaded on the social channels the Exhibitor User indicated through the Organizer's Portal.

**Chat**: chat functionality available to visitors and exhibitors who are active users with an assigned and active Open Agenda. The use of the Chat service is permitted for business purposes only.

Functionalities for Visitor Users, shared with other types of users:

**Restricted Area**: a section that shows a summary of the user's profile, the list of favourite items indicated by the user, the list of the appointments requested through Open Agenda, the list of the events saved or registered for by the user, the list of the user's entry tickets for events (purchased by indicating one's Expo Plaza ID), and link to the personal Expo Plaza profile.

Exhibitor Search: the user can view the list of the Exhibitors in the catalogue and apply search filters.

**Sector View**: the user can view the list of the Exhibitors in the catalogue matched with the product categories indicated in the Catalog Hub, and apply search filters.

**Product Search**: the user can view the list of the Product items loaded by the Exhibitors in the catalogue and apply search filters.

**Story Search**: the user can view the list of the Story items uploaded by the Exhibitors in the catalogue and apply search filters.

**Event Search**: the user can view the list of the Event items uploaded by the Exhibitors in the catalogue and apply search filters.

**Social Flow View**: the user can view the list of social items identified by the Expo Plaza engine among the social media pages indicated by the Exhibitors.

**Map**: the user can view the Exhibitors through the map of the event or a logical map that shows Exhibitors grouped by product category.

**Events:** users can register for events that require a registration (RSVP) through Expo Plaza. Through this action, the user's data (name, surname, email) are shared with the Exhibitor to enable the handling of the application.

**Webinars**: streaming events organized and managed directly by the Exhibitor User, open to all visitors with an Expo Plaza ID for registration. Users can register for Webinars through Expo Plaza. Through this action, the user's data (name, surname, email) are shared with the Exhibitor to enable the handling of the application.

**Open Agenda**: this functionality allows the Visitor User to request an appointment with an Exhibitor User by selecting a time slot and a meeting method depending on the available options indicated by the Exhibitor through the Exhibitor's Portal. By requesting an appointment, the Visitor agrees to share their Expo Plaza ID information with the Exhibitor User to display their professional profile, for contacts and for the meeting to take place for professional and business purposes only.

**Videochat**: functionality linked to Open Agenda, that allows meetings to be held remotely using a video chat system. The use of the Videochat service is permitted for business purposes only.

**Chat**: functionality offering visitor and exhibitor users to interact with one another. The use of the Chat service is permitted for business purposes only.

FM reserves the right to amend, suspend or interrupt, in whole or in part, the access to or provision of the Service, including without prior notice.

### 4 - Obligations and responsibilities of the User

The User is required to comply with the following obligations:

a) keep the access credentials with the utmost diligence and confidentiality, and prevent their use by unauthorised third parties;

b) in the event of lost or stolen credentials, or if the User believes that they have unlawfully become known to third parties, immediately request their disabling; c) use the Service correctly, also in relation to appointments or commitments undertaken with other Users and, in any case, the User must not use the Service, nor allow third parties to use it, for unlawful purposes or against the law. In the case of use of the Service for unlawful purposes or against the law, FM reserves the right to take legal action also for compensation of any damage suffered. The use of the Service takes place under the full responsibility of the User, which therefore exempts FM from any liability for any damage suffered for any reason by the reference Exhibitor/Buyer, other Users and/or third parties.

By accepting these Terms and Conditions, the User undertakes to indemnify and hold FM harmless from any damage, burden, cost, expense and/or claim of third parties incurred as a result of any violations of the law attributable to actions or omissions of the User, or arising from the falsity or inaccuracy of the statements and warranties contained in these Terms and Conditions.

## 5 - FM obligations

FM undertakes to:

a) guarantee, to the extent of its competence, access to and technical functionality of the Portal and ensure the availability and continuity of the Service;

b) take action without delay to remove any possible causes of non-access, blocking

or malfunctioning of the service due to action or fact attributable to FM;

c) adopt any security measures to prevent or reduce the risk of unauthorised access or lost information and data, even accidental;

d) promptly disable the credentials in the event of a User request.

## 6 - Limitation of liability of FM

FM is not responsible for the failure or incorrect fulfilment of the obligations incumbent on the User in all cases in which the failure or incorrect fulfilment is due, by way of example but not limited to, the following causes: fortuitous event, force majeure, natural disasters, war events, thefts, and interventions of the authorities. FM does not assume any responsibility:

a) for the operation and safe use of the User's hardware and software equipment, and for the regular operation of national and/or international power lines and telephone lines;

b) for any incorrect or fraudulent use of the credentials by anyone, until receipt of the above mentioned request for disabling the credentials;

c) for any improper or incorrect use of the Service by the User.

# 7 - Confidentiality and intellectual property

Both FM and the User agree not to use for purposes other than those established in these Conditions any information forwarded to it by the other Party or, in any case, acquired during the performance of the Service, whether it is pertaining to the other Party, its customers or third parties that are in contact with the other Party.

Each Party will do everything possible to ensure that confidential information does not come to the knowledge of third parties and will limit its dissemination only to employees and/or contractors that have a real need to know it in order to carry out the activities established by these Terms and Conditions.

The Parties mutually agree to keep strictly confidential any information related to the conclusion and content of these Terms and Conditions. This is without prejudice to communications that are strictly functional to the proper performance of the Terms and Conditions, as well as those that may be legitimately requested by public authorities or that are provided for the purpose of legal defence.

The User acknowledges that FM is the sole owner of the copyrights, intellectual and industrial property of the Service being supplied, of the software and all the

documentation provided, and undertakes to put in place adequate conduct for the protection of this right .

# 8 - Duration of the Service and withdrawal

These Terms and Conditions are valid and effective for an indefinite period of time, depending respectively on the User participation in events organised by or at FM.

Each Party has the right to withdraw from these Terms and Conditions with a notice of at least 30 (thirty) days, by notifying the other Party via registered letter with notification of receipt or other means that allow proof of the occurred receipt.

# 9 - Applicable law and Court of jurisdiction

These Terms and Conditions are governed by the Italian law under which they must be interpreted.

Without prejudice to the provisions of laws that cannot be derogated, the Court of Milan has exclusive jurisdiction to settle any dispute concerning these Terms and Conditions and the relationships governed by them.

These Terms and Conditions are available in Italian and English. In case of conflict between the two versions, the Italian version shall prevail.

# 10 - General provisions

For anything not expressly specified herein, the applicable laws and regulations apply. Failure to exercise the rights and options referred to in these Terms and Conditions cannot be construed as a waiver and does not prevent the party from subsequently asserting such rights and powers.

These Conditions cancel and replace any previous written or verbal agreement, communication, or guarantee, made by or on behalf of each of the Parties and represent the whole agreement between them in relation to what is hereby agreed.

# 11- Privacy

The processing of the User's personal data is carried out by the Company for the provision of the services requested and used by the User through the Portal, under the terms indicated in the Privacy Policy in accordance with Article 13 of Regulation (EU) 679/2016 - GDPR available at the following link following link also attached to these Conditions. Further information on the processing of personal data on Fiera Milano's websites can be found in the Web Site Privacy Policy available at following link and Cookie Policy available at following link.