

TERMS AND CONDITIONS OF USE FOR SERVICES PROVIDED BY THE FIERA MILANO DIGITAL PLATFORM AND RELATED TOUCH POINTS.

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1. Purpose

Fiera Milano S.p.A., as the licensee, provides an app accessible through <https://www.fieramilano.it/>, its subdomains, or any domain and/or subdomain of our clients, and also via API (collectively, the Application) through which it offers professional event organizers (the Organizers) a turnkey solution that enables them to create a platform for each of their events (the Event Platform). This platform can be accessed by registered individuals and/or people who might be interested in the event (the Visitors) and companies participating in the event (Sponsors/Exhibitors). The Application aims to enable Visitors and Sponsors/Exhibitors (collectively, the Users) to share content and easily connect with each other before, during, and after the Event, in order to expand their business network.

The purpose of these general terms and conditions (the Terms of Use) is to establish the procedures and conditions that govern the use of services provided by Fiera Milano S.p.A. to Users (the Services) and define the rights and obligations of the parties within this scope.

If necessary, the Terms of Use may be supplemented by specific conditions of use for certain Services, which would then complement the Terms of Use and, in the event of a contradiction, would prevail over them.

This service is provided and managed by Fiera Milano S.p.A., which remains solely responsible for it.

2. Application Provider and Contact Details for Services

The Application and Services are provided by Fiera Milano Spa, the licensee of the Application, a joint-stock company registered in Italy with VAT number 13194800150, and registered at Piazzale Carlo Magno No. 1, 20149 Milan, Italy - Operational and administrative headquarters: Strada Statale del Sempione No. 28,

20017 Rho (MI), Italy.

Fiera Milano Spa can be contacted via email at fieramilano@fieramilano.it.

3. Access to the Application and Services

3.1 Legal capacity

The Application and Services may be accessible from:

- Any natural person with full legal capacity to undertake obligations under these Terms of Use. Natural persons without full legal capacity may access the Application and Services only with the consent of their legal representative.
- Any legal entity represented by a natural person with the legal capacity to contract in the name and on behalf of the legal entity.

3.2 Application and Company Services

The Application and Services are primarily, but not limited to, designed for businesses, meaning any and all individuals and entities engaging in other than casual gainful employment in any sector of industry or commerce.

4. Acceptance of Terms of Use

Users accept these Terms of Use by checking a box the first time they access the Application. Your acceptance must be full and unambiguous. Any conditional acceptance will be null and void. Users who do not agree to be bound by these Terms of Use must not access the Application or use the Services.

5. Registration

To use the Services, and when their account is not created directly by the Event Organizer (the Account), the User is required to fill out a registration form on the Application, completing all the requested information, in particular its name, surname and email address.

You acknowledge and agree that the email address provided on the registration form will be your username.

Fiera Milano Spa reserves the right, at its discretion and at any time after registration, to carry out any checks it deems appropriate, by verifying the User's email address, identity and/or contact details. Once the Account is created by the Organizer or the User, the latter will have immediate access to the Services.

All Users guarantee to Fiera Milano Spa that the information provided in the registration form or sent to Fiera Milano Spa is accurate and not in any way misleading.

The User undertakes to provide a valid email address.

You agree to immediately update your personal information in your Account in the event of any changes.

You acknowledge and agree that the information you provide to set up and update your Account constitutes proof of identity.

The User accesses the Services by logging into their Account using the email address as the username and the password selected when activating the account. You acknowledge and agree to this. Users can access their Account at any time after entering their username and password.

The User undertakes to make personal use of the Services and not to allow third parties to use them on his behalf or in his place unless he assumes full responsibility.

Users are also responsible for keeping their username and password confidential and secure.

Any access to the Application using your username and password will be deemed to have been made by you.

You must immediately contact Fiera Milano Spa using the contact details listed in Clause 2 if you notice that your Account has been used without your knowledge.

The User acknowledges that Fiera Milano Spa has the right to take all appropriate measures in this case.

6. Services

The User has access to the following Services in a format and in line with the technical resources and functions that Fiera Milano Spa deems most appropriate.

6.1 Services

6.1.1 The Event Page

Fiera Milano Spa sends an email to Users whose names and contact details have been provided by the Organizer containing an internet link that will allow them to connect and access, from the Application, the Event Page for the Event for which have pre-registered (the Event Page). The User must connect using the email address provided by the Organizer. Users may continue to access the Event Page indefinitely after the end date of the Event unless the Organizer decides to close access to the Contents of the aforementioned Event Page.

6.1.2 Interactive Services

Depending on the options selected by the Organizer, the User may also access one or more of the following Services:

- AI-powered Visitor networking and suggestions for people to meet
- Meeting forms (including online meeting rooms)
- Schedule of sessions and events
- Discussion groups and communities
- List of Sponsors / Exhibitors and Sponsor / Exhibitor profiles
- List of Visitors and Visitor profiles
- Push notifications and messages
- Social feeds
- Manuals for Sponsors / Exhibitors (for sponsors / exhibitors)
- Event website pages
- Interactive event plan (map)
- Lead Scanner (registration of contacts at the stand)
- Other features that may be introduced by Fiera Milano Spa from time to time

6.1.3 Paid Services

Some Services offered to the User on the Application may be subject to charges.

In this case, their prices and currency are indicated on the Application or through another channel and excluded from taxes (unless explicitly stated otherwise), in the form of unit purchases.

An invoice will be sent to the User via any relevant channel for each purchase made on the Application or on another channel and can be consulted at any time in the User's Personal Area.

Payment of the purchase price can be made by credit card or any other payment method chosen by the organizer and will be made on a website or e-commerce site external to the platform. Fiera Milano Spa does not keep any banking details. The organizers and users guarantee Fiera Milano Spa that they possess the authorizations required to use the chosen payment method.

6.2 Technical Support

Fiera Milano Spa offers the User technical support at the following address: help@fieramilano.it, allowing them to report any difficulties encountered in using the Services.

6.3 Other Services

Fiera Milano Spa reserves the right to offer any other Service it deems appropriate, in a format and with the technical characteristics and resources it deems most appropriate to provide such Services.

7. Duration of Services and Unsubscription

The Terms of Use apply for the entire period of use of the Services by the User.

Users are registered with the Services for as long as their Account is active.

Users can unsubscribe by deleting their account at any time in the App.

This takes effect immediately and involves the automatic deletion of the Account and the User's data.

If the User's Account remains inactive for a continuous period of 3 (three) years, Fiera Milano Spa may delete the User's Account and all its data.

8. Agreement on evidence

The User expressly acknowledges and accepts that:

- the data collected by the Application and on the IT equipment of Fiera Milano Spa are a true reflection of the transactions that take place within the scope of this agreement,
- these data constitute the main means of proof admitted by the parties.

9. User responsibilities and obligations

Without prejudice to the other obligations contained in these Terms of Use, the User undertakes to comply with the following:

9.1

When using the services, the User undertakes to comply with these Terms of Use, as well as applicable laws and regulations, and not to violate the rights of third parties or public order. You are solely responsible for your use of the Application and Services.

9.2

The User undertakes to provide Fiera Milano Spa with all the information necessary to correctly provide the Services. In a more general sense, the User undertakes to actively cooperate with Fiera Milano Spa in order to guarantee the correct implementation of the General Terms and Conditions.

9.3

The User is solely responsible for the documents, details, data, information and any content that he provides to Fiera Milano Spa as part of the use of the Service. The User guarantees to Fiera Milano Spa that he is authorized to provide this information and that he has all the rights and authorizations necessary to use this information within the Services.

9.4

The User declares to have read the Application and its functions.

9.5

The User is solely responsible for his/her behavior in the Event locations and undertakes to respect the general conditions established by such locations.

9.6

The User is solely responsible for his use of the Services and in particular for the contacts he may establish

with other Visitors and Sponsors/Exhibitors with whom he may come into contact and for the information he sends to them via the App.

9.7

The User undertakes to make strictly personal use of the Services. Accordingly, you will not assign, assign or transfer all or any of your rights and obligations under this Agreement to any third party in any way.

9.8

You are solely responsible for all content (text, graphics, audio, audiovisual and other types of content) that you post on the Application (the Content) and any resulting consequences. The User agrees that the Content published on the Application is made public by default and can be viewed by other Users.

9.9

The User guarantees Fiera Milano Spa that he possesses all the rights and authorizations necessary to disseminate this Content. The User guarantees that this Content is lawful, does not contravene public order, morality or the rights of third parties, does not violate any legislative or regulatory provision and, more generally, cannot in any way give rise to civil or criminal liability for Fiera Milano Spa. The user will therefore refrain from disseminating, but not only:

- Child pornography, pornographic, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist content,
- Content that violates copyright,
- Content that violates the image of third parties,
- Content that is false, misleading, or proposes or promotes illegal, fraudulent or deceptive activities,
- Content that may violate the rights of third parties or be harmful to third parties, in any way or form.

10. User Guarantee

The user indemnifies Fiera Milano Spa from any complaint, action and/or demand of any kind that it may face due to the violation by the user of any of its obligations or guarantees under the terms of these Terms of Use.

The user undertakes to compensate Fiera Milano Spa for any damage that it may suffer and to pay all its fees, expenses and/or penalties that it may incur as a result.

11. Disclaimer of Liability by Fiera Milano Spa

11.1 Fiera Milano Spa undertakes to provide the Services diligently and in accordance with best practices, with the understanding that it has an obligation to continuously improve, excluding any guarantee of performance, and the user expressly acknowledges and accepts this.

11.2 The sole role of Fiera Milano Spa is to provide the Services described in these Terms of Use.

11.3 Fiera Milano Spa is not involved in the relationships between Users and the Organizer and cannot under any circumstances be held responsible for any difficulties that may arise between them or be involved in disputes that may arise, in particular regarding the provision of Services to Sponsor/ Exhibitors, the obligations of Visitors, the guarantees, declarations and other obligations of Users.

However, with the aim of continuously improving the quality of services, Fiera Milano Spa invites Users to provide feedback on any difficulties they wish to bring to its attention.

11.4 Fiera Milano Spa does not provide any guarantee to the User that the Services offered will satisfy all the User's needs and expectations.

11.5 Fiera Milano Spa cannot be held responsible for decisions made by the User or by third parties appointed by the User.

Likewise, Fiera Milano Spa cannot under any circumstances be held responsible for the Content published

by the User on the Application, over which Fiera Milano Spa has no control, verification or moderation role of any kind.

11.6 Fiera Milano Spa undertakes to carry out regular checks to verify that the Application and its website <https://www.fieramilano.it/> (and related subdomains) function correctly and are accessible.

In this regard, Fiera Milano Spa reserves the right to temporarily suspend access to the application for maintenance purposes.

Likewise, Fiera Milano Spa cannot be held responsible for any temporary inability of Users to access the application or for the difficulties encountered, if caused by external circumstances, force majeure or interruptions to the telecommunications network, considering the complexity of the global networks and the moments of the day when a large number of Users are online.

The Services are provided by Fiera Milano Spa "as is" and without any type of explicit or implicit guarantee.

In particular, Fiera Milano Spa does not guarantee Users (i) that the Services, subject to a constant commitment to improvement, in particular with regard to their performance and progress, will be totally free from errors, defects or imperfections, (ii) that the Services, standard and not specifically targeted to a User based on their personal constraints, will specifically meet their needs and expectations.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, FIERA MILANO SPA WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, CUSTOMERS OR OTHER NON-MATERIAL DAMAGES) ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICES, OR THE INABILITY TO ACCESS OR USE THE SERVICES OR ANY MATERIALS OR CONTENTS OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), REGULATION, OR ANY OTHER LEGAL THEORY, AND CHE FIERA MILANO SPA OR ANY OF ITS ENTITIES HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, FIERA MILANO SPA'S TOTAL LIABILITY TO USERS FOR ANY CLAIMS ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE SCOPE OF THESE TERMS OF USE, WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE, IS LIMITED TO 100 EUROS. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS BETWEEN THE PARTIES BY VIRTUE OF THESE TERMS OF USE. THIS ALLOCATION IS AN ESSENTIAL ELEMENT ON WHICH THE AGREEMENT BETWEEN THE PARTIES IS BASED. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS CONTAINED IN THIS SECTION WILL APPLY EVEN IF ANY LIMITATION ON COMPENSATION FAILS OF ITS PRINCIPAL PURPOSE.

13. PROHIBITED BEHAVIOR

13.1 It is strictly forbidden to use the Services for the following purposes:

- Engage in any activity that is illegal, fraudulent, or violates the rights or safety of others;
- Violate public order or laws and regulations in force;
- Intrude into the computer system of a third party or any activity aimed at damaging, controlling, interfering with or intercepting all or part of the computer system of a third party, violating its integrity or security;
- Actions aimed at improving the search engine optimization of a third-party site;
- Assist or incite, in any way or form, one or more of the acts and activities described above;
- And more generally, any action that uses the Services for purposes other than those for which they were designed.

13.2 Users are strictly prohibited from copying and/or using the concept, technologies, all or part of the data or any other component of the Application for their own purposes or those of third parties.

13.3 It is also strictly prohibited:

- Any behavior that interrupts, suspends, slows down or prevents the continuity of the Service;
- Any attempt at intrusion or hacking into Fiera Milano Spa systems;
- Any improper exploitation of the Application's system resources;
- Any action that may disproportionately overload the infrastructure of Fiera Milano Spa;
- Any attempt to breach security and authentication systems;
- Any act that could violate the financial, commercial or moral interests of Fiera Milano Spa or the Users of its Application;
- And more generally, any violation of these Terms of Use.

13.4 It is strictly prohibited to profit from, sell or give away all or part of the access to the Services or the Application, as well as the information hosted and/or shared on it.

14. PENALTIES FOR VIOLATIONS

In the event of violation of any of the provisions of the Terms of Use, or more generally, of any violation of laws and regulations by the User, Fiera Milano Spa reserves the right to take all appropriate measures and to:

- Suspend, remove or deny access to the Services to a User who has committed or taken part in a violation;
- Delete any Content related to the violation at issue, in whole or in part;
- Take all appropriate measures and take any legal action;
- Notify the relevant authorities when applicable and cooperate with them by providing all information necessary for their investigations and to suppress illegal or illicit activities.

The User is informed and accepts that any violation of his obligations may, in addition to the consequences described above, lead to the immediate termination of these Terms of Use by Fiera Milano Spa by any written means.

15. INTELLECTUAL PROPERTY

The systems, software, structure, infrastructure, databases, codes and contents of any type (models, texts, images, visuals, music, logos, registered trademarks, databases, etc.) used by Fiera Milano Spa on 'Application are protected by any applicable intellectual property rights and database manufacturer rights.

Any disassembly, DE compilation, decoding, extraction, reuse, copying and more generally, any reproduction, representation, diffusion and use of any of these elements, in whole or in part, without the authorization of Fiera Milano Spa and/or the licensor, is strictly prohibited and may lead to legal action.

The User grants Fiera Milano Spa an unlimited, perpetual, irrevocable and non-exclusive right to use their suggestions or proposals to improve the Application or the Event Pages, in any way or for any purpose.

Unless otherwise explicitly indicated and/or agreed during event registration or other means, by publishing Content on the Application, the User grants Fiera Milano Spa a non-exclusive, worldwide and royalty-free right and license (with the right to grant sublicense) to host, store, transfer, display, perform, reproduce and modify all or any part of such Content, in any format and through any channels now known or hereafter developed.

16. USER'S PERSONAL DATA

Fiera Milano Spa undertakes to comply with data protection regulations and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, hereinafter GDPR). Fiera Milano Spa implements a personal data protection policy, the characteristics of which are explained in the Privacy Policy.

Fiera Milano Spa guarantees that its sub-processors, which may collect and process personal data on its behalf as part of the provision of services, apply appropriate technical and organizational methods to ensure compliance with the GDPR and more generally with data protection regulations. Fiera Milano Spa guarantees that the procedures applied by the aforementioned sub-processors are governed by contractual provisions compliant with the GDPR regulations.

The App User is informed and agrees to share the data in his Account and the data relating to his participation in the Event with Fiera Milano Spa. This information requested by Fiera Milano Spa is necessary for the correct functioning of the Application. The objective of the Application is to allow users to share content and easily connect with each other before, during and after the Event, to expand their professional network.

17. LINKS AND THIRD-PARTY SITES

Fiera Milano Spa cannot under any circumstances be held responsible for the technical availability of websites managed by third parties (including any partners) which the User can access via the Application.

Fiera Milano Spa declines any responsibility for the contents, advertisements, products and/or services available on such third-party websites, and Users are reminded that these sites are governed by their respective terms and conditions of use.

Fiera Milano Spa is not responsible for the relationships between Visitors, Sponsors/Exhibitors, Organizers and any advertiser, professional or seller (including potential partners) to whom Users may be directed via the Application and will not participate in disputes of any kind with these third parties, in particular regarding participation in the Events, warranties, representations or any other obligations to which these third parties may be bound.

18. ADVERTISING

Fiera Milano Spa, in collaboration with the Organizer, reserves the right to include on any page of the Application and in any communication with Users advertising and promotional messages in a format and according to conditions decided exclusively by Fiera Milano Spa.

19. MODIFICATIONS

Fiera Milano Spa reserves the right to modify these General Conditions at any time.

Users will be notified of such changes by any relevant method. Users who do not accept the modified Terms of Use must unsubscribe from the services by following the procedure explained in Clause 7 Duration of services and unsubscription. Any User who uses the services after the modified Terms of Use have become effective is deemed to have accepted the modifications.

20. LANGUAGE

If the Terms of Use are translated into one or more languages, in the event of a contradiction or dispute over the meaning of a term or provision, the Italian language version will be used to interpret the agreement.

21. LAW AND JURISDICTION

These Terms of Use are governed by Italian law, and the only competent court to resolve any disputes between the User and Fiera Milano Spa that may arise regarding their validity, interpretation or execution will be the court of Milan - Italy, without prejudice any contrary and mandatory procedural provision.