

## **Conditions for access and use of the "DIGITAL MIART" Service**

To access and use the Service called "DIGITAL MIART", it is necessary for the User to observe the Terms of Use of the Service set out below.

To join, the User is required to accept the appropriate section of the web page proposed at the first access to the Service.

### **Terms of Use of the Service "DIGITAL**

#### **MIART" 1 – Definitions**

Within the scope of these Terms of Service, the following definitions apply to all purposes:

- **Fiera Milano S.p.A.** (hereinafter, also only "FM"): is the legal entity (with registered office in - Piazzale Carlo Mango 1 20149 Milan), which manages the "DIGITAL MIART" Service (hereinafter, the "Service").
- **Portal:** is the reserved area accessible online dedicated to the provision in favor of Users who use the Service to which these Terms of Use refer.
- **User:** is the natural person who is the assignee of the credentials received during registration to access the Portal and use the Service.
- **Exhibitor: is the subject** (natural or legal person, public administration, body, or association) admitted exhibiting at the event organized by or at FM and to use the related services also online, following the acceptance of the relative application for admission by FM or the Organizer of the event.
- **Visitor:** is the subject (natural person) admitted to participate in the event organized by or at FM and to use the related services also online, following pre-registration or purchase of an entrance ticket provided by the Organizer of the event.
- **Credentials:** these are the electronic keys or computer authentication credentials associated with each User and used for access to the Portal and the use of the Service.

#### **2 – Object of the Service**

These Conditions have as their object and govern the access and use of the "DIGITAL MIART" Service

FM reserves the right to unilaterally modify, at any time, the Conditions. Any changes are published on the Portal in order to be visible to users. The subsequent use of the Service by the User constitutes acceptance of the Conditions including changes or updates.

#### **3 – Description of the Service**

##### **Requirements for the operation of the Application**

The full operation of the Application requires that user enter their e-mail address. Then, they will receive a verification code for access by email.

##### **Mechanism of operation of the Application**

The service allows the user who logs in through the DIGITAL MIART to access the features made available by Fiera Milano also on behalf of a third-party organizer, to allow the search in the exhibition catalog of the events, to offer exhibitors spaces for communication and interaction with visitors and vice versa.

Features for Visitor Users and shared with other types of users:

**Reserve sections and:** Each user will have a reference section (VIP; VIP PLUS; VIP VERNISSAGE) in which his entrance ticket is reported (Invito Vernissage; VIP CARD; VIP PLUS CARD).

**Exhibitor Search:** the user has the possibility to view the list of exhibitors in the catalog and to apply search filters.

**Search Opere d'arte:** the user has the possibility to view the list of items Opere d'arte uploaded by the exhibitors in the catalog and to apply search filters.

**Focus/ Insight Search:** the user has the possibility to view the list of loaded Focus/ Insight items of the exhibitors in the catalog and to apply search filters.

**Events Search:** the user has the possibility to view the list of loaded Event items of the exhibitors in the catalog and to apply search filters. In addition, the VIP user will have access to the "VIP Program", to be able to participate in some exclusive events, or to the "Events in the city" section where they can explore the events of the Milan Art Week.

**Map:** the user has the possibility to view, on the map of the city of Milan, both the events of the VIP Program and the Milan Art Week.

**Events:** Users have the option to register for events that require registration (RSVP) through DIGITAL MIART. This action shares with MIART the data (Name, Surname, E-mail) to allow the management of the request for participation.

**Chat:** chat function between visitor and exhibitor users.

FM reserves the right to modify, suspend or interrupt, in whole or in part, the access and/or provision of the Service, even without notice.

#### **4 – Obligations and responsibilities of the User**

The User is required to comply with the following obligations:

- a) keep the access email with the utmost diligence and confidentiality and not allow its use by unauthorized third parties.
- b) in case of loss or theft of email credentials, or if it is considered that the same have become illegally or known to third parties, request their immediate disabling;

c) use the Service correctly, also in relation to appointments or commitments made with other Users and, in any case, do not use the Service, nor allow third parties to use it, for illicit purposes or contrary to the law. In the event of use of the Service for illicit purposes or contrary to the law, FM reserves the right to act legally also for compensation for any damage suffered.

The use of the Service takes place under the full responsibility of the User who therefore exempts FM from any responsibility for any damage in any capacity suffered by the reference Exhibitor, by other Users and/or third parties.

By accepting these Conditions, the User undertakes to indemnify and hold FM harmless from any damage, burden, cost, expense and / or claim of third parties incurred because of any violations of the law referable to actions or omissions of the User or deriving from the falsity or incorrectness of the statements and guarantees contained in these Conditions.

## **5 – Obligations of FM**

FM undertakes to:

- a) guarantee, as far as it is within its competences, access and technical functionality of the Portal and ensure the availability and continuity of the Service.
- b) act without delay to remove any causes of lack of access, blocking or malfunction of the service due to an act or fact dependent on FM.
- c) take all security measures aimed at avoiding or reducing the risk of unauthorized access or even accidental loss of information and data.
- d) promptly disable the credentials in case of request made by the User.

## **6 – Limitation of liability of FM**

FM is not responsible for the failure or incorrect execution of the obligations incumbent on the User, in all cases in which the failure or incorrect fulfillment is due to non-attributable causes, such as, by way of example: unforeseeable circumstances, force majeure, natural disasters, war events, thefts, interventions of the authority. FM also assumes no responsibility:

- a) for the operation and safety of hardware and software equipment, used by the User, and for the regular operation of national and / or international power and telephone lines.
- b) for any incorrect or fraudulent use of credentials by anyone, until receipt of the request to disable them.
- c) for the incorrect or incorrect use of the Service by the User.

## **7 – Confidentiality and intellectual property**

Both FM and the User undertake not to use for purposes other than those provided in these Conditions any information transmitted to them from other Party or, in any case, acquired during the execution of the Service, whether pertinent to the other Party, its customers or third parties who are in relations with the other Party.

Each Party will do everything possible to prevent confidential information from being known to third parties and will limit its dissemination only to employees and / or collaborators who need to know it for the execution of the activities provided in these Conditions.

The Parties mutually undertake to keep confidential any information relating to the conclusion and content of these Conditions. This is without prejudice to communications strictly functional to the regular execution of the Conditions themselves, as well as those that may be legitimately requested by public authorities or that are made for the purpose of defense in court.

The User acknowledges that FM and Art shell are the unique owners of the copyright, intellectual and industrial property of the Service supplied, the software and all the documentation provided, and undertakes not to implement appropriate behavior for the protection of this right.

## **8 – Duration of the Service and withdrawal**

These Conditions are valid and effective during the period of the MIART event (from 16-09-2021 to 19-09-2021).

## **9 – Applicable law and jurisdiction**

These Conditions are governed by Italian law under which they are to be interpreted.

Except as provided by non-derivable legal provisions, the Court of Milan has exclusive jurisdiction to settle any dispute concerning these Conditions and the relationships regulated by them.

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

## **10 – General provisions**

For what is not expressly provided herein, the laws and regulations in force on the subject apply.

Failure to exercise the rights and faculties referred to in these Conditions, cannot be considered as a waiver and does not preclude the party from subsequently asserting these rights and faculties.

These Terms supersede and replace any prior understandings, communications, or warranties, written or oral, made by or on behalf of each of the Parties and represent the entire agreement between them with respect to what is hereof.

## **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 same User through the Portal, in the terms indicated in the privacy policy pursuant to art. 13 Regulation (EU) 679/2016 – GDPR available at the [following link](#) also attached to these Conditions. Further information on the processing of personal data of the sites

Fiera Milano's websites are listed in the Context of the Web Site Privacy Policy and available at the [following link](#) and Cookie Policy at the [following link](#).