

## **Terms of Use of this website**

Cleafy S.p.A, a company incorporated under the laws of Italy, with a registered office in Via Simone Schiaffino n. 11 - Milan (MI) - Italy, Fiscal Code and VAT no. 02340370226, registered with the Companies Register of Milan under no. REA MI-2046836, which can be contacted at the following addresses [legal@cleafy.com](mailto:legal@cleafy.com) (hereinafter, "Cleafy" or "Company"), is the owner of the website <https://www.cleafy.com/> (hereinafter, the "Site") to which these terms and conditions apply.

Access to the Site and any use of its information is subject to these general terms and conditions of use (hereinafter, the "T&Cs"). If you do not agree with these T&Cs, you must refrain from using the Site further.

The mere connection to the Site, the use of the services made available on the Site, communication with the Company, and the possibility of downloading resources from the Site imply that the user has adhered to and accepts, without limitation or condition, these T&Cs. Cleafy reserves the right to modify the T&Cs at any time and without prior notice. A user's mere linking to the Site will amount to unconditional acceptance of the changes and revisions to the T&Cs. Users are, therefore, invited to check the latest version of the T&Cs regularly. Cleafy reserves the right to ask users who do not accept or do not intend to comply with these T&Cs to refrain from using the Site. Cleafy prohibits using the Site for any purpose or ends other than those mentioned above.

### **1. UNAUTHORISED ACCESS TO AND USE OF THE SITE**

It is strictly forbidden to make any unauthorised attempt to overcome or circumvent the Site's protections, to tamper with its operating mechanisms, or to use the information on the Site for purposes other than those for which it is intended and/or to hinder the use of such information by authorised users. It is also forbidden to destroy, alter and/or damage information contained on the Site.

### **2. OWNERSHIP - COPYRIGHT & TRADEMARKS**

The images, information, trademarks, descriptions and, in general, any content on the Site is the property of Cleafy. Any use of such content not authorised in writing by Cleafy will be prosecuted to the fullest extent of the law.

This Site as a whole, and all material contained on it, is protected by copyright and other intellectual property rights. Except as provided herein, you may not use, modify, print, display, reproduce, distribute or publish the information and material contained on this Site without the written consent of Cleafy. This Site may also contain material protected by Cleafy (e.g. trademarks, patents) and third-party intellectual property rights; in such cases, permitted uses shall be checked with the owners or licensors of the relevant rights identified on the Site from time to time. If you breach any of your obligations hereunder, you shall also indemnify Cleafy against the consequences of such breach.

### **3. LINKS AND CONTRIBUTIONS**

This Site may contain references to other websites (hereinafter referred to as 'Links'). Cleafy does not control or monitor such websites and their contents. Cleafy cannot be held responsible for the contents of these sites and the rules they adopt, including the processing of the user's personal data during navigation operations. Cleafy, therefore, declines all responsibility for the contents and materials accessible on such sites or otherwise obtainable through them. Questions and/or comments concerning the sites referred to in the Links should be addressed solely to the administrators of those sites.

In any case, the activation of hypertext links to the Site or the unauthorised use of tags without Cleafy's written consent is prohibited. All contributions or material transmitted to Cleafy via the Site, including

questions, comments, suggestions and the like relating to content on the Site, will be deemed to be non-confidential. In particular, Cleafy shall be free to copy, use, disclose to third parties, display, modify, create derivative works of a derivative nature and/or publish the content received without any limitation or compensation due. In addition, Cleafy reserves the right to use, without the obligation to acknowledge any compensation and/or consideration, ideas, concepts, or know-how present in the content received for any purpose whatsoever, including, without limitation, the production and/or marketing of products incorporating such content. The processing of the user's personal data shall, in any case, be governed by the Site's Privacy Policy.

The submission to the Site of any type of contribution, including personal data, entails the full responsibility of the sender in relation to the content and lawfulness of such contributions, who agrees to indemnify Cleafy, its employees and directors from any damage, cost, loss, actions and/or claims, in any forum advanced, for any reason, cause or title, by third parties in relation to such contributions.

The user is responsible for the safekeeping and proper use of his or her personal information transmitted to or via the Site, as well as for any damaging consequence or prejudice that may be suffered by Cleafy or third parties as a result of the incorrect use, loss or misappropriation of such information.

#### 4. EXCLUSION OF WARRANTIES

Cleafy makes the Site available to users without any warranty on its continuity or content. In particular, Cleafy makes no warranties, express or implied, about the Site and its contents concerning the ownership of the information contained therein, the absence of potentially harmful programs (such as viruses, trojan horses, etc.) and the suitability of the contents for specific purposes or commercial uses. Cleafy does not warrant in any way that the information contained in the Site is accurate, complete and up-to-date, that the Site is free of defects or that any defects will be corrected. Cleafy shall in no way be liable for direct, indirect, specific or general damages of any nature whatsoever, whether or not Cleafy was aware of the possibility that such damages might occur in connection with the use of the Site.

The material on the Site may contain inaccurate information and typographical errors. Cleafy shall not be liable for any loss or damage caused by or in connection with any user's reliance on the information contained in the Site. Therefore, it is the user's responsibility to independently assess the accuracy of the information posted on the Site.

#### 5. LIABILITY

Cleafy can in no way be held liable for any damage, direct or indirect, actual or potential, specific or generic, that may be caused to users of the Site by the use, non-use and/or information or content on the Site, whether or not Cleafy was aware of the possibility of such damage occurring.

By accessing the Site, you agree to indemnify and hold Cleafy harmless from any third-party claims, damages, costs, losses, actions, and/or claims (including related legal fees) arising from your use of the Site.

#### 6. PRODUCTS

The Site presents content for illustrative purposes only. Cleafy reserves the right to change, without notice, the content published on the Site. The information Cleafy publishes on the Site may contain references to Cleafy products, initiatives, and services that may not be available or announced in your country.

#### 7. APPLICABLE LAW

These T&Cs are governed by Italian law. The Court of Milan shall have exclusive jurisdiction.

#### 8. GENERAL PROVISIONS

If one or more provisions of these T&Cs should be null and void or be annulled, this will not result in the total ineffectiveness of these T&Cs. The provision in question will be replaced by a similar valid provision that takes due account of the intention and content of the same in accordance with and pursuant to applicable law.

The Company may modify these T&Cs at any time by publishing the modification on the Site, which will be visible to users and interested parties. We therefore invite you to check these updates via the appropriate section of the Site.

Updated on 14 May 2024