

## WEBSITE TERMS AND CONDITIONS OF USE

### 1. General Provisions

1.1. These website terms and conditions of use (hereinafter: **"General Terms and Conditions"**) regulate the contractual terms and conditions to which the User (hereinafter, **"User"**) can use the website *www.idea-shopping.it* (hereinafter: **"Website"**) and use the services (hereinafter: **"Services"**), offered through the Website by Amilon s.r.l. with head office located in Milan, via Battaglia, no. 12, registered with the Business Registration Office of Milan with no. MI-1858746, VAT number 05921090964 (hereinafter: **"Amilon"**).

1.2. The use of the Website, including login to the Website and use of the Services, imply full knowledge and acceptance of the General Terms and Conditions in its version in force as of the time they are used.

### 2. Procedure on registering, using the personal account and the Website

2.1. In order to use the Services, the User must:

- a. fill out the registration form located in the provided section of the Website while providing the required personal data;
- b. enter the e-mail address and choose a password;
- c. give consent for the General Terms and Conditions by checking the provided flag;
- d. read the privacy information statement and possibly grant the requested consent by checking the provided flags.

2.2. After completing the registration, User who duly complete all the formalities required therein will receive an email from Amilon to the email address provided in the registration form with a link to confirm the registration, hence completing the creation of the account (hereinafter, **"Account"**). It must be noted that the Website's operating system does not allow the creation of two accounts with identical email addresses. The User may change the password at any time.

2.3. The User warrants that any information provided for purposes of the registration procedure as per **section 2**, is true, accurate, complete and up-to-date. If the User provides personal information that is false, not current or incomplete at the discretion of Amilon, the latter shall reserve the right to prevent the User from the login to the Website by disabling or deleting the Account or accounts created by the User.

2.4. The User declares to assume full and exclusive responsibility of the credentials' secrecy to access its personal area. Therefore, the User shall be the only one responsible for any activity that is carried out through its own Account and will be liable for damages caused by improper use of the access credentials referable by the latter to third parties, as well as liable for any use of the entire or part of the Website and its contents in breach of the General Terms and Conditions, including the contents of the information entered to the Website thereby accepting to be the only one responsible. If the User becomes aware of an unauthorised use of the login credentials referable to the User itself, the latter must report this immediately to Amilon. In this case, the User must quickly change its own password by following the instructions provided by the system.

2.5. The General Terms and Conditions have unlimited duration, effective as of the date in which the registration procedure is successfully completed by the User.

2.6. User may request for the cancellation of the User's Accounts at any time by notifying Amilon to the email address [privacy@amilon.it](mailto:privacy@amilon.it) and by specifying in the subject "Registration Cancellation Request". Amilon shall cancel and disable the login to the Account within 48 (forty-eight) hours after receipt of request by the User.

### 3. Description of Services

3.1. Upon registration of the User to the Website, a digital wallet (hereinafter: “**Wallet**”) will be created within the Account, where a virtual credit (hereinafter: “**Credit**”) expressed in Euro (€) will be reported and that could be converted, in part or in whole, into the products offered by the Website. The available Credit in the Wallet can be checked at any time when visiting the Website.

3.2. User who have a code to use in the Website must enter it in their Wallet in order to view the Credit associated thereto.

3.3. The Credit in the Wallet may be used until exhausted in order to be converted in gift cards (hereinafter, “**Gift Cards**”) available in digital format on the Website and that can be spent as follows:

- a. In stores of one or more companies affiliated with Amilon (hereinafter, “**Affiliated Store(s)**”), chosen by the User during the selection process, to buy specific products offered by each Affiliated Store;
- b. To purchase specific products online, offered through the websites of Affiliated Stores.

3.4. User will have five attempts to use the code needed to convert the credit. After five incorrect attempts, the Account will be blocked.

3.5. Once a code is entered into the Wallet, User must select the respective Gift Card, the desired quantity and the respective value. If the Credit is used to get one or more Gift Cards for a third party, if requested, by putting the order in the name of another person under the "options before conversion", entering name, surname and the desired message, the User declares to be fully authorised to use the data of said third party and assumes full and exclusive responsibility thereof.

3.6. Before proceeding with the order, the User shall view the summary provided. During this phase, the User must check the entered data: Amilon may not be held liable in any way for the accuracy of the data entered and may not be obliged to re-do services that are rendered in favour of someone who is indicated incorrectly by the User.

3.7 The User may choose whether to download the Gift Card in a digital format directly from the platform or receive it at the email address provided during the registration to the Website.

#### **4. How to use Gift Cards**

4.1. User must make sure that the Credit available on the Gift Card is sufficient for the purchases that the User intend to make. Amilon does not guarantee that the Gift Cards can be used together with other methods of payment.

4.2. Some Affiliated Stores may not accept payments through the Gift Cards. It is therefore the User’s responsibility to check the policy of each Affiliated Store before making a payment. It is in any case expressly understood that Amilon will not be held liable in any way in relation to a case in which an Affiliated Store refuses payment through Gift Cards.

4.3. The expiration of the Gift Card is stated on the card itself. On said date, the code on the Gift Card will no longer be valid and the User will no longer be entitled to use it. After the expiration date, the User may not claim any extension or reimbursement of the residual value of the Gift Card.

#### **5. Obligations and Guarantees of the User**

5.1. The Website and all the contents and functions made available thereof are provided exclusively for the User's personal use and in compliance with the General Terms and Conditions.

5.2. The User undertakes not to use or reproduce in any way and for any purpose the trademarks or logos of Amilon or those of third parties, as well as any other information, content or material present on the Website, without the written authorisation of Amilon or third party to which the trademarks and logos refer to.

5.3. The User undertakes to use the Website and its contents only for lawful purposes and for uses admitted by applicable regulations, as well as uses and customs or rules of diligence, in any case without damaging the rights of Amilon or third parties or without causing any damage to Amilon or third parties. In particular, it is expressly forbidden for the User to:

- a. Engage in any action that may be unlawful, damaging, threatening, abusive, harassing, defamatory or slanderous, vulgar, obscene, detrimental to the confidentiality of others, racists, class-based or in any case reprehensible;
- b. Cause a damage to any one in any way;
- c. Falsify one's own identity;
- d. Forge headers or otherwise tamper with distinctive marks or instructions with the purpose of counterfeiting the origin of one or more contents of the Services;
- e. Interfere or interrupt the Services, servers or networks connected with the Services;
- f. Violate any law or applicable regulation, whether intentionally or not.

5.4. The User undertakes to indemnify and hold Amilon harmless from any claim, request, complaint or prejudicial effect that may be caused by using the Website in breach of these General Terms and Conditions.

## **6. Intellectual Property Rights. Information on Trademarks and Logos.**

6.1. All intellectual property rights regarding the Website and its contents, the Services, logos, trademarks and any distinctive mark of Amilon are and shall remain the exclusive ownership of Amilon. It is therefore strictly forbidden for the User to change, reproduce or use the contents, trademarks or distinctive marks of the Website in any way, as well as the editing, graphic, layout or "look and feel" of any webpage present on the Website.

6.2. Amilon respects intellectual property rights of third parties. If the User believes that any content or any service of the Website violates its own rights or those of a third party (even, but not limited to intellectual property rights), the User may send Amilon a written notification (even by email to [ideshopping@amilon.it](mailto:ideshopping@amilon.it)).

## **7. Disclaimer of Warranty and Limitation of Liability**

7.1. The User expressly acknowledges that:

- a. The Website is used at its own exclusive and complete responsibility. Amilon does not provide any implicit or explicit warranty whatsoever. In particular, within the limits permitted by mandatory provisions of law, Amilon does not guarantee that the Website or its contents will meet the demands of the User or that will not breach the rights of third parties or that their use will allow the gain of any benefit whatsoever or that the Website will run without interruptions, on time, in a secured manner and without errors.
- b. To the extent required by law, Amilon may not be held liable in case of delays, malfunction or interruptions in the operation of the Website and will not assume any responsibility for damages of any sort and nature that may be caused to the User or to a third party as a result of the use or non-use of the Website and its Services.

7.2. With particular reference to the use of Gift Cards obtained through the Website, Amilon may not be held liable, for any reason whatsoever, for any flaw or defect in the goods or services purchased or obtained with the Gift Cards, for damages resulting by these flaw or defect, for the inability to use the Gift Cards due to a cause not attributed to Amilon (for example, unavailability by websites of Affiliated Stores) or for any reason not attributed to Amilon.

7.3. Amilon does not provide any warranty whatsoever in relation to the suitability of the Gift Cards for a special purpose of the User.

## **8. Suspending the Services and Unilateral Cancellation of the Account**

8.1. By using the Website, the User acknowledges and accepts that the Services may be subject to suspension or interruption, in part or in whole, in order to allow for ordinary or extraordinary technical interventions or due to force majeure events or for reasons beyond the control of Amilon.

8.2. Amilon reserves the right to suspend the provision of the Services at any time or to cancel the registration to the Website without having for the User to claim any compensation whatsoever if, at the sole discretion of Amilon, the User:

- a. violates the General Terms and Conditions;
- b. uses the Services and/or individual functions of the Website for unlawful purposes or to introduce unlawful contents into the network or contents that breach third party rights.

8.3. Moreover, Amilon reserves the right to change the features and functions of the Website, even without prior notice or prior acceptance of the User.

## **9. Assistance Service**

9.1. In order to receive any clarifications on the use of the Website and the Services, a FAQ page on the Website is provided so the User can read it.

9.2. Alternatively, the assistance service of Amilon can be reached by filling out the provided form on the Website. The User will be contacted through the email address provided in the assistance form or one of the contact details provided in the assistance request form.

## **10. Personal Data Processing**

10.1 Amilon undertakes to comply with all obligations envisaged in the Data Protection Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on “the protection of natural persons with regard to the processing of personal data and on the free movement of such data” (hereinafter “GDPR”), as well as national standards on matters and measures of the Data Protection Authority.

10.2. The User accepts the personal data processing based on the Privacy Policy Statement, that can be consulted on the Website at <https://www.idea-shopping.it/privacy>, and the consents issued during the registration phase to the Website.

10.3. In any case, it is understood between the Parties that the data will be processed according to principles of lawfulness and correctness in such a manner as to protect the rights and fundamental freedom in compliance with technical and organisational measures suitable to ensure a proper level of security with respect to the risk and according to manual and automated methods pursuant to the Privacy Policy Statement which the User declares to have read.

## **11. Applicable Law and Competent Court**

11.1. The General Terms and Conditions shall be subject exclusively to Italian law.

11.2. Except as provided by mandatory laws, including standards laid down for the protection of consumers, any disputes arising in relation to the interpretation or performance of the General Terms and Conditions shall be submitted exclusively to the decision of the Court of Milan.

## **12. Changes to these General Terms and Conditions**

Any changes that Amilon may implement to the General Terms and Conditions at its sole discretion, shall be published on the Website and will become binding on the User when browsing the Website.

In compliance with articles 1341 and 1342 of the Italian Civil Code and article 33 of the Consumer Code, the User declares to have read, understood and expressly accepts the following provisions: 7. Disclaimer of Warranty and Limitation of Liability; 8. Suspending the Services; 12. Changes to these General Terms and Conditions.