

## GENERAL CONDITIONS FOR CUSTOMERS

of **SMACE S.r.l.**, which operates the platform referred to at <https://www.smace.com/> , for the organization and management of corporate meetings and offsites, in beautiful locations.

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### COMPANY DATA.

**SMACE S.r.l.**, headquartered in Ferrara (FE), Via Ciro Contini No. 5, registered with the Ferrara Register of Companies, No. 224116, VAT No. IT02079450389 (hereinafter also "**SMACE**").

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### PREAMBLE

SMACE has developed a Platform that allows the Client to independently select, directly through the platform, a range of Services for the organization and management of corporate meetings and offsites, made available, directly (without intervention by SMACE) by SMACE Affiliated Partners and/or SMACE.

This document contains the general conditions that SMACE applies to Clients in the provision of its services ("**General Conditions**").

In particular, the contract that SMACE enters into with the Customer (the "**Contract**") is composed of these General Terms and Conditions, the additional contractual elements, terms and/or conditions, whether determined or determinable, that supplement these General Terms and Conditions, which are provided for and indicated directly on the Platform (the "**Additional Platform Terms**"), as well as the terms and conditions concretely applied by SMACE's Affiliated Partners and/or by SMACE (depending on whether the Service is provided by the Partner or directly by SMACE) to each individual Service, which supplement and complete the General Terms and Conditions ("**Special Terms**"). This is set forth in the Confirmation E-Mail, as defined *below*, or, in the case provided for in Article

3.6, in the New Confirmation E-Mail.

The Customer, by signing these General Terms and Conditions, declares that he/she has read and accepts, without reservation, all the provisions and clauses set forth in the General Terms and Conditions, the Additional Platform Terms, and the Special Conditions.

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## 1. DEFINITIONS

1.1. Unless otherwise defined, capitalized and boldface terms used in these General Terms and Conditions shall be given the following meanings. Said terms may be used, as the case may be, in the singular or plural.

**"Business Pass"**: has the meaning given in Article 4.7.

**"Customer"**: means the entity, legal person, to which the purchase of Services and the Contract with SMACE is charged.

**"Contributor"**: means the natural person who, as an employee and/or collaborator of the Client and/or by virtue of another relationship with the Client, supports the Owner in the management and/or execution of activities on the Platform. It is therefore possible for the Client/Owner to reserve a user account for the Contributor as well, in addition to the user account reserved for the Owner/Customer. The Contributor's activity is charged to the Client.

**"Contract"**: means the contract between SMACE and the Customer, which consists of these General Terms, the Additional Platform Terms and the Special Terms. This is summarized in the Confirmation E-mail or, in the case provided for in Article 3.6, in the New Confirmation E-mail.

**"General Conditions"**: means these General Conditions.

**"Particular Conditions"**: means the terms and conditions concretely applied by SMACE's contracted Partners and/or SMACE (depending on whether the Service is provided by the Partner or directly by SMACE) to each individual Service. In relation to the individual Contract signed between SMACE and the Client, the Particular Conditions supplement and complete the General Conditions (they contain the indication of the Venue, dates and times,

number of participants, Services with indication of the provider, prices of the individual Services, payment terms, cancellation policies, and whatever else results as a result of the choices made by the Client through the Platform).

**"Partner Conditions"**: means the general conditions that the individual Partner will apply to its Services, and any other conditions that the individual Partner will apply to its Services, in addition to the Particular Conditions.

**"Confirmation E-mail"**: has the meaning given in Article 3.5.

**"New Confirmation E-mail"**: has the meaning given in Article 3.6.

**"Offsite"**: means, at the outcome of the booking made by the Client, the set of Services that will be provided in favor of the Client, for the individual event organized by the Client. The definition of Offsite does not include: the Preliminary Services, the Business Pass, subscriptions and any other services that the Platform does not include in the definition of Offsite.

**"Owner"**: means the Client operating on the Platform.

**"Participant"**: means the natural person who, as an employee and/or collaborator of the Client and/or by virtue of another relationship with the Client, participates in the Offsite organized by the Client through the Platform.

**"Platform"**: means the platform accessible to the website <https://www.smace.com/>.

**"Services"**: means the services offered by SMACE Affiliated Partners and/or SMACE (depending on whether the Service is provided by the Partner or directly by SMACE) through the Platform. This definition includes the Venues and/or Ancillary Services and/or Preliminary Services and/or Additional Services and/or Business Pass and/or subscriptions and/or any other services offered by SMACE Affiliated Partners and/or SMACE (depending on whether the Service is provided by the Partner or directly by SMACE) through the Platform.

**"Ancillary Services"**: means the services that are supplementary and collateral to the Venue service, made available on the Platform by SMACE contracted Partners and/or SMACE (depending on whether the Service is provided by the Partner or directly by SMACE). The

number of Ancillary Services is constantly changing; a list of usable Ancillary Services is posted on the Platform. Merely by way of example and not exhaustive, the following are mentioned: meeting room and work spaces; overnight stay; various services at the Venues; food & beverage; meeting planner; extra internet connectivity; entertainment (e.g. dj set); photo and video content creation; gadgets; carbon neutrality; team building activities; training activities; leisure activities in the area; transportation and logistics; etc.

**"Preliminary Services"**: means additional services offered by SMACE, which the Customer may request in advance of booking the other Services.

**"Additional Services"**: has the meaning given in Article 3.6.

**"Additional Platform Terms"**: means all additional contractual elements, terms and/or conditions, whether determined or determinable, that supplement these General Conditions, which are provided for and indicated directly on the Platform. In other words, whenever these General Terms and Conditions, as a supplement to the General Terms and Conditions, make reference to and/or by reference to contractual elements, terms and/or conditions, whether determined or determinable, set forth directly on the Platform, such contractual elements, terms and/or conditions shall consist of the Additional Platform Terms.

**"Venue"**: means the accommodations (mainly hotels, hotels, event spaces, relais, farmhouses, villas and resorts) located in different locations, made available on the Platform by Partners affiliated with SMACE.

1.2. This is without prejudice to the use in these General Terms and Conditions of other terms in capital letters and bold type, although not listed in the list of "Definitions." Such other terms shall have the meaning ascribed to them in the appropriate clauses of these General Conditions in which they are used.

## 2. SUBJECT

2.1. These Terms and Conditions govern the contractual terms and conditions that SMACE applies to Customers for the purpose of providing the Services, as well as access to and use of the Platform by the Customer and/or Owner and/or (in the limited cases where access is permitted to Participants) Participants.

2.2. The Contract that SMACE signs with the Customer is composed of these General Terms and Conditions, the Additional Platform Terms as well as the Particular Terms and Conditions, which set out the terms and conditions concretely applied by SMACE's Affiliated Partners and/or by SMACE (depending on whether the Service is provided by the Partner or directly by SMACE). Everything is summarized in the Confirmation E-Mail or, in the case provided for in Article 3.6, in the New Confirmation E-Mail. The Customer declares that he/she has read and accepts, without reservation, all the provisions and clauses set forth in the General Conditions, the Additional Platform Terms and the Special Conditions.

2.3. In addition, the discipline regarding the provision of the Services will also depend on the general conditions that the individual Partner applies to its Services, and any other conditions that the individual Partner applies to its Services, in addition to the Particular Conditions ("**Partner Conditions**"). Therefore, for the purposes of the provision of the Services, the Customer shall also refer to the Partner Terms.

2.4. The Client also undertakes to transmit the General Terms, the Additional Platform Terms, the Particular Terms, and the Partner Terms to all Participants, so that they too can read them.

2.5. These General Terms and Conditions are posted on the Platform, indicating the date of the last update. The contractual relationship with the individual Client will be governed by the General Conditions and the Additional Platform Terms applicable on the date of conclusion of the Contract. SMACE may, at any time, and at its own discretion, make changes to these General Conditions and Additional Platform Terms, without any obligation to notify and/or communicate them to Customers. Even in the event of an amendment, the contractual relationship with the individual Customer will be governed by the General Terms and Additional Platform Terms applicable on the date of conclusion of the Contract. No Customer shall be entitled to claim the application of General Conditions and Additional Platform Terms no longer in force at the time it concluded the Contract with SMACE.

2.6. SMACE, through the Platform, allows Customer to select Services made available by Partners affiliated with SMACE and/or by SMACE (depending on whether the Service is provided by the Partner or directly by SMACE), to perform and manage its Offsite.

2.7. Such Services include: Venue and/or the Ancillary Services and/or the Preliminary

Services and/or the Additional Services and/or the Business Pass and/or the subscriptions and/or any other services offered by SMACE contracted Partners and/or SMACE (depending on whether the Service is provided by the Partner or directly by SMACE) through the Platform. The number of Services is constantly evolving.

2.8. The Client can access and operate on the Platform through a restricted account. The Customer operating on the Platform is the Owner of said reserved account. It is also possible for the Customer/Owner to reserve a user account for one or more Contributors, in addition to the Owner/Customer's reserved account. It is understood that the activity performed by the Owner and/or Contributor is always imputed to the Customer. The contractual counterparty of SMACE is, always and in any case, the Customer. The faculty of access granted to the Contributor does not entail the acquisition of any rights by the Contributor in relation to this Contract, nor in relation to SMACE. Access to the Platform is also allowed to Participants only and exclusively in limited cases (e.g., to compile data regarding themselves in order to facilitate the provision of the Services). It is understood that this (albeit limited) right of access, does not entail the acquisition of any rights on the part of the Participants in relation to this Agreement, nor with respect to SMACE. It is therefore expressly excluded that this Contract can be configured as a contract in favor of a third party *pursuant to* Article 1411 of the Italian Civil Code.

### **3. PROCEDURE FOR PLACING ORDERS AND FORMATION OF THE CONTRACT**

3.1. The Customer may proceed with the purchase of the Services directly through the Platform whose website <https://www.smace.com/>.

3.2. In particular, the Customer must proceed to the creation of its own confidential account (Owner account), with registration of an email address and password, and then automatically have access to its personal space, from which it can make and manage purchases and reservations of the Services, as well as to manage the personal information indicated in the personal space.

3.3. The Customer can view and book the Services offered on the Platform. Details and information (including, e.g., prices and payment terms) regarding each individual Service are indicated on the Platform. Specifically, the Customer proceeds as follows:

- a) the Customer selects the Services in which he or she is interested, filling in the details and information required by the Platform, and submits his or her unified Request for Quote, which includes each individual Service selected (the "**Request for Quote**"). The Customer may simultaneously submit multiple Quote Requests combining different Services;
  - b) the Platform, automatically, sends the Quote Request to the Partners and/or SMACE (if any of the Services are provided directly by SMACE) so that each Partner and/or SMACE can make a quotation offer for each individual Service. Each Partner and/or SMACE must respond to the Request for Quote within 3 business days. The Platform will then transmit to the Client a document comprising the quotation offers prepared by each individual Partner and/or SMACE, in relation to the Request for Quotation ("**Quotation Offer**"). If the Client has made multiple Quote Requests, it will receive, for each individual Quote Request, a single Quote Offer;
  - c) the Customer chooses whether or not to accept the Quotation Offer (and/or, in the case of multiple Quotation Requests, the Quotation Offer he or she prefers, from among those received);
  - d) having made such choice, the Customer, through the Platform, may proceed with the transmission/confirmation of the final order (the "**Order**") to the Partners whose Services have been selected and/or to SMACE (in the event that any of the Ancillary Services are provided directly by SMACE). It is understood that the Customer, prior to the transmission/confirmation of the Order, may, within the strict limits allowed by the Platform, modify the online form containing the details related to the selected Services. Concurrently with the transmission/confirmation of the Order, the Customer must accept these General Terms, the Additional Platform Terms, and the Special Terms set forth in the Order, as well as make payment in accordance with the terms and manner set forth in the Platform. The Order, at this point, is no longer modifiable, except as specified in Article 3.6.
- 3.4. The Contract will be considered concluded when, at the outcome of the transmission/confirmation of the Order, the Customer has accepted these General Conditions, the Additional Platform Terms and the Special Conditions set out in the Order, and the payment made by the Customer, according to the terms and methods indicated in the Platform, has been successful.

3.5. Upon completion of the Contract, SMACE will send an Order Confirmation E-Mail

to the Customer that includes all information relating to the Order (Order ID, the Services that are the subject of the Order, dates and times, number of participants, prices of the individual Services, payment terms, cancellation policies, and whatever else results as a result of the choices made by the Customer through the Platform), as well as these General Terms and Additional Platform Terms ("**Confirmation E-Mail**"). By printing and/or storing the Confirmation E-Mail, the Customer will have a means of proof that the Contract has been duly concluded. The Confirmation E-Mail should be retained by the Customer, as it may be required by SMACE as a means of proof of purchase.

3.6. After receipt of the Confirmation E-Mail, the Customer, prior to the commencement of the performance of the purchased Services, may make changes to the Order, providing for the inclusion of additional Ancillary Services ("**Additional Services**") and/or, within the limits provided by the cancellation policies that the individual Partner applies to each individual Service, the deletion of previously booked Ancillary Services ("**Deleted Services**"). Upon the outcome of the changes made by the Client, the Client will receive a new confirmation e-mail, which will replace the previous Confirmation E-Mail for the purposes set forth in these General Terms and Conditions ("**New Confirmation E-Mail**"). The Customer will proceed to pay for the Additional Services in the manner specified in the Platform (sometimes concurrently with the performance of the Services). The Services that are offered directly by SMACE are eliminable and/or refundable only in the cases and within the limits provided by the Platform, depending on each individual Service. Therefore, SMACE may retain the amounts paid by the Customer for the purpose of the provision of the Services offered directly by SMACE that, from the Platform, are found to be non-eliminable and/or non-refundable. The reimbursement of Eliminated Services offered by Partners is governed by the Partner Conditions applicable to the individual Service. In any case, even in the event of reimbursement, by the Partners, of the Deleted Services, and/or by SMACE of the Services offered directly by SMACE, the SMACE Service Fee will not be reimbursed under any circumstances, which may, therefore, still be retained by SMACE. In any case, the cancellation policies related to each individual Service are summarized in the Confirmation E-mail and/or New Confirmation E-mail.

3.7. For certain Services, e.g., for Preliminary Services, Business Passes, subscriptions and/or other services offered by Partners and/or SMACE (depending on whether the Service

is provided by the Partner or directly by SMACE) indicated on the Platform, the Customer will have to place a separate order (i.e., such services cannot be combined with the Services purchased for the organization and conduct of the individual Offsite), to which these General Terms and Conditions and Additional Platform Terms will apply. Thus, purely by way of example, if the Customer purchases a Preliminary Service and then proceeds to purchase Services to organize the Offsite, the Customer will send two separate Orders, and will have to sign and accept these General Terms twice (in one case, the General Terms will refer to the Preliminary Service booked, in the other case they will refer to the Services that make up the Offsite) as well as the Additional Platform Terms. Also in relation to the purchase of said services (Preliminary Services, Business Passes, subscriptions and/or for other services indicated on the Platform) the provisions contained in this article will apply *mutatis mutandis*.

3.8. It is SMACE's intention to standardize the timing and manner of payment (and billing) for the Services. By virtue of this, SMACE requires Customers to accept the payment (and billing) schedules and methods that will be indicated directly on the Platform for each individual Service. In the event that the Customer believes that it cannot accept the payment (and billing) timelines and methods of payment (and billing) for the Services set forth on the Platform, SMACE may consider whether or not to accept any payment (and billing) timelines and methods of payment (and billing) for the Services proposed by the Customer. In the event that SMACE accepts the timing and method of payment (and billing) of the Services proposed by the Customer, the Customer may obtain the application of said timing and method of payment (and billing), but will have to pay SMACE an additional fee (with respect to the additional Fees provided for in the Contract), the amount of which will be indicated directly on the Platform.

3.9. SMACE reserves the right to cancel or reject Customer's Orders with which there is a dispute regarding the payment of a previous Order that has remained unpaid, in case of serious suspicion of fraudulent order and/or in case of Customer's breach of the Contract.

3.10. The Contract that the Customer signs with SMACE will be archived on the Platform, in the Customer's personal area. Therefore, the Customer, through his/her personal area, will be able to access the Contract at any time.

#### 4. PRICES AND PAYMENT CONDITIONS

4.1. SMACE charges the following prices, all of which are detailed, depending on the Service booked by the Customer, on the Platform ("**Fees**"):

- a) the fee for access to the Platform ("**Access Price**");
- b) the fee for the Services selected by the Customer (fees set by SMACE Affiliated Partners and/or for the Services offered directly by SMACE, by SMACE, "**Services Price**");
- c) the brokerage fee charged by SMACE ("**SMACE Service Fee**").
- d) The fees for Preliminary Services ("**Preliminary Services Price**").

4.2. The Fees concretely applicable to Customer will be set forth in the Confirmation E-Mail (or, in the case provided for in Article 3.6, in the New Confirmation E-Mail).

4.3. The Fees are those in force on the same day of the search/display on the Platform. Said Fees, therefore, may be subject to change if displayed on a different day. The Customer, in particular, will be charged the Fees in effect on the date of conclusion of the Contract.

4.4. Once SMACE has received payment of a Consideration, SMACE will issue a regular invoice in favor of the Customer. The services are also subject to value added tax in accordance with the regulations in force at the time of payment, if applicable and due.

4.5. The Customer shall make payments only and exclusively to SMACE, and not to the Partners, including in connection with the Services offered by the Partners. This shall be without prejudice to SMACE's written authorization to make payment in favor of the Partner. However, this shall be without prejudice to additional expenses incurred *on site* during the performance of the individual Services by the individual Participant, on a personal basis, including in addition to the quantities stipulated in the Order (e.g., the Participant purchases an additional drink, for his own consumption, in addition to the Order placed by the Customer).

4.6. Payment of the Fees shall be made by the means of payment indicated on the Platform.

4.7. According to the schedules and methods set forth in the Platform, it is also possible for Customer to predefine in advance an annual spending ceiling, which Customer may then, from time to time, spend to book its Offsites and/or Services, without the need to make payments for individual Offsites and/or Services ("**Business Pass**").

4.8. According to the programs and arrangements set forth in the Platform, Customer may access multiple subscription modes for access to the Platform, with specific and predetermined features for each individual subscription.

4.9. In order to protect the Customer and SMACE from fraudulent practices, Orders are subject to regular checks. As part of this procedure, SMACE may suspend the processing of an Order and contact the Customer to obtain supporting documents necessary to unblock the Order: e.g., proof of address, identity, or bank details. For an Order that has a delivery address that differs from the billing address, SMACE may contact both persons indicated for the purpose of a check. The information obtained in this way may be subject to automated data processing, having for the purpose of defining a level of transaction security and combating computer fraud related to bank cards. These slips may be requested by e-mail, mail or telephone. Failure to provide them may result in the cancellation of the Order.

## **5. CUSTOMER'S OBLIGATIONS AND WARRANTIES**

5.1. Without prejudice to other obligations and warranties assumed by the Customer, in other clauses set forth in these General Conditions and/or the Contract and/or the law, the Customer undertakes and/or warrants the following.

5.2. The Customer warrants that the natural person, who in the name and on behalf of the Customer, will enter into the Contract with SMACE, has the full powers, conferred by the corporate bodies of the Customer, to bind the Customer by signing this Contract, and that therefore the Contract shall be deemed to be imputed to the Customer in any event.

5.3. All information that Customer provides to SMACE and/or Partners, whether at the time of account opening or thereafter (e.g., at the time of Offsite), shall be true, accurate and correct, and free from any misleading character. In the event of a change in information, the Client will update the information it had previously recorded on the Platform. The Client is informed and agrees that the information recorded on the Platform and/or the information provided subsequently, will serve as proof of its own identity and that of the Participants, with all legal consequences.

5.4. The Client agrees to maintain the confidentiality of his/her account credentials. Any actions taken with the Client's credentials will be considered to be performed by the Client, and the Client will be solely responsible. In the event of loss, theft, or any fraudulent use of

its credentials, the Customer shall immediately notify SMACE and arrange for the credentials to be changed. To the extent of applicable law, therefore, Customer releases SMACE from any and all liability in the event of misuse or fraudulent use of Customer's login credentials.

5.5. The Customer is obliged to use the Platform with the utmost diligence, and in any case in compliance with these General Conditions and/or the Contract. In particular, the Customer shall use the Platform in a way that does not cause Technical Problems and/or cause any harm or damage, for any reason whatsoever, to SMACE, Partners or other third parties. However, SMACE is under no obligation to control the Client's use of the Platform or to ensure that the Client's use of the Platform is in compliance with these Terms and Conditions and/or the Agreement.

5.6. The Customer has adopted adequate and proportional cyber safeguards to mitigate cybersecurity attacks and/or the spread of malware, ransomware, other viruses.

5.7. The Customer agrees to maintain an attitude of utmost courtesy, especially avoiding the use of expressions censurable under Article 8.5.

5.8. The Client shall pay, as promptly as possible, the Fees and/or any consideration for the use of the Services, in accordance with the terms set forth in the Platform and/or these General Conditions and/or the Special Conditions and/or the Partner Conditions.

5.9. Customer warrants that Participants, during the provision of the Services, will maintain a demeanor marked by the utmost diligence and respect.

5.10. Without prejudice to any other remedy also against the Participants and/or Contributors and/or Client, Client shall, to the extent of applicable law, indemnify Partners and/or SMACE for damages that Client and/or Contributors and/or Participants, cause to property owned, or otherwise, in the availability of Partner and/or SMACE.

5.11. Without prejudice to any other remedy also against the Participants and/or Contributors and/or Client, Client shall also be liable for damages that Client and/or Contributors and/or Participants cause to third parties. To this end, Customer, to the extent permitted by applicable law, agrees to indemnify and hold SMACE and/or Partners harmless from any and all claims, demands, actions, damages, costs, and expenses that third parties may make against SMACE and/or Partners, for damages caused by Customer and/or Contributors and/or Participants.

5.12. The Customer warrants (and expressly assumes an obligation also directly in this regard) that the Participants - in the limited cases in which they are also allowed access to the Platform - will also comply with the foregoing obligations. Therefore, the Customer, within the limits of applicable law, agrees to indemnify and hold SMACE and/or the Partners harmless from all claims, demands, actions, damages, costs, and expenses that may arise to SMACE and/or the Partners as a result of the Participants' breach of the aforementioned obligations.

5.13. The Client grants the Partners and SMACE, free of charge, for informational and promotional purposes, consent for the use, publication, and/or dissemination of content created in connection with and during the Offsites and Services (e.g., logos, trademarks of the Client, photographs, images, videos, and anything else), on websites, social networks, and other means of dissemination of the Partner and SMACE, including the Platform, authorizing both the Partner and SMACE to store such content in the digital archives of the Partner and SMACE. In accordance with and for the purposes of Article 1381 of the Civil Code, the Client will ensure that each individual Participant in the Offsites and Services grants the aforementioned consent in relation to the rights they hold. Therefore, the Client undertakes to obtain written consent from each individual Participant and transmit it to the Partners and SMACE. The Client, within the limits of applicable law, undertakes to indemnify and hold harmless SMACE and/or the Partners from any claims, demands, actions, damages, costs, or expenses that may arise for SMACE and/or the Partners from the failure or incorrect acquisition of the release form from each individual Participant

## **6. RELATIONSHIP BETWEEN SMACE AND PARTNERS**

6.1. Except for the Services that SMACE offers directly, SMACE, through the Platform merely gives view, to the Customer of the Services made available and provided by third parties, namely SMACE's contracted Partners. Each Partner, is an independent entity, which provides its Service through the Platform, by virtue of a prior agreement signed with SMACE. Therefore, each Partner directly provides, without the intermediation of SMACE, the Services it offers on the Platform, without SMACE being able to perform any control in this regard, except as provided in Articles 8.4 and 8.5.

6.2. An updated list of Partners, as well as the Services they offer, is available on the

Platform.

6.3. Each Partner has declared and guaranteed to SMACE that it has all the administrative authorizations necessary for the purposes of the activity carried out by the Partner and for the purposes of the provision of the Services.

6.4. By virtue of the provisions of Article 6.1, only individual Partners, and not SMACE (except for Services offered directly by SMACE itself), can confirm and guarantee the availability of each individual Service selected by the Customer, and the proper performance of the Service.

6.5. By virtue of the provisions of Section 6.1, SMACE, to the extent permitted by applicable law, assumes no liability, whether in contract, tort, or otherwise, in connection with the Services provided by individual Partners. Therefore, the Customer acknowledges that any claim having to do with the provision of the individual Service (non-performance, even serious, even total cancellation of the Service, and/or non-exact performance) by one of the Partners shall be made exclusively against said Partner. Therefore, purely by way of example and not exclusively, SMACE, in relation to the Services booked by the Client through the Platform, shall not be liable, and shall not issue any refund, in the event of delay, cancellation, overbooking, strike, or other events due to which one or more Services, although the subject of the booking, have not been materially performed, without prejudice to any remedy of the Client against the defaulting Partner.

6.6. By virtue of the provisions of Article 6.1, SMACE, to the extent permitted by applicable law, assumes no liability in connection with damages and/or damaging events suffered by the Client (and/or Contributors and/or Participants) on either property or person (including death or injury) during the performance of the Services offered by individual Partners.

6.7. By virtue of the provisions of Article 6.1, SMACE assumes no liability in the event of theft, loss or loss occurring at the Venues.

6.8. The Client hereby waives, as of now, any and all claims, demands, actions, damages, costs, expenses, etc., against SMACE, in connection with the assumptions provided for in Articles 6.1, 6.3, 6.4, 6.5, 6.6, 6.7, and 6.9 above, and in any other case, even if not contemplated in these General Conditions, having in any case to do with the Services provided by the individual Partner, and not directly by SMACE.

6.9. Customer shall ensure that Participants and/or Contributors are also bound to comply with the provisions of this Article, and therefore, Customer, to the extent permitted by applicable law, agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, expenses that Participants and/or Contributors may make against SMACE in connection with the provisions of this Article.

## 7. LIMITATION OF LIABILITY.

7.1. SMACE performs diligently the care and maintenance of the Platform. Nevertheless, the Platform may experience malfunctions, disruptions, interruption of services, failures, slowdowns, total or partial unavailability, or other technical problems ("**Technical Problems**"). Upon the occurrence of Technical Problems, SMACE will, to the extent that the Technical Problems can be resolved by it directly (i.e., they are Technical Problems dependent on systems and/or equipment with respect to which SMACE has full control, ownership and availability), use its best efforts to restore the full operability of the Platform, in as reasonable a time as possible. It being understood, however, that SMACE, to the extent permitted by applicable law, shall not be held liable for Technical Problems that prevent the use, even partial, of the Platform, resulting from causes and factors that are not directly and immediately within its control.

7.2. In particular, SMACE, to the extent permitted by applicable law, shall not be held liable: (i) in connection with Technical Problems of the Platform caused by malicious actions (e.g., hacker attacks performed by third parties, spread of viruses, crackers, ransomware, other malware, etc., DDoS attack, or otherwise); (ii) in case of Technical Problems resulting from the action and/or omission of the Client, Contributor, a Participant, a Partner, or any other third party.

7.3. SMACE is not obligated to control the use that Customers, Contributors, Partners, Participants make of the Platform, nor to ensure that the use of the Platform itself is in compliance with the technical canons and/or these General Conditions and/or the Contract and/or the law.

7.4. SMACE, to the extent permitted by applicable law, assumes no liability for Technical Problems arising out of unforeseeable circumstances, force majeure, or otherwise, events over which it does not have direct and immediate power to control (by way of mere

simplification and not limitation: collapse, fire, explosion, flood, strike, lockout, earthquake, disaster, riot, war, pandemic, *factum principis*, etc.).

7.5. Presentations regarding the Services, including photographs and editorial content, should be considered indicative only, and do not constitute any contractual promise. Such items, therefore, may have inaccuracies and/or errors. Except as provided in Article 6 regarding the Services, SMACE, to the extent permitted by applicable law, does not guarantee the accuracy or correctness of the aforementioned elements, and disclaims any liability in this regard. SMACE is also not responsible in case of exhaustion from the availability of Services that, previously, were available on the Platform.

7.6. The photographs and editorial content of the Services published on the Platform should be considered merely indicative, do not constitute any contractual promise, and may in any case be subject to change. Therefore, no responsibility can be charged to SMACE for any discrepancies from the actual state of Partners' facilities and/or the completeness and conformity of other Services rendered by Partners.

7.7. The mention of a Service on the Platform can in no way be construed as a solicitation to purchase, recommendation, or endorsement of that Service by SMACE.

7.8. The Customer shall ensure that the Contributors and/or Participants are also bound by the provisions of this Article, and therefore, the Customer, to the extent permitted by applicable law, agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, and expenses that the Contributors and/or Participants may make against SMACE in connection with the provisions of this Article.

## **8. RIGHTS OF SMACE**

8.1. Without prejudice to any other rights provided in these General Conditions and/or in the Special Conditions and/or in the Contract and/or provided by applicable law, SMACE reserves the following rights.

8.2. SMACE may, at its sole discretion, make changes to the Platform at any time, without providing any notice or any notification and/or communication to Customers.

8.3. SMACE may, at its own discretion, need to suspend the use of the Platform for a certain time in order to carry out maintenance work and/or extraordinary work. It is understood that, except in cases of urgency, SMACE will proceed to suspend the use of the

Platform only after providing at least 24 hours notice.

8.4. The Customer acknowledges and accepts that SMACE may restrict, in whole or in part, the access to the Platform to the Customer and/or Contributor, even delete the Customer's and/or Contributor's account from the Platform: (i) in the event of non-compliance by the Customer and/or Contributor with these General Conditions and/or the Special Conditions and/or the Contract and/or the Partner Conditions and/or legal regulations (ii) in the event of undue use of the Platform, and/or that through the use of the Platform it has engaged in unlawful and/or prejudicial actions against SMACE, the Partners or third parties.

8.5. Customer acknowledges and agrees that SMACE, at its discretion, may: (i) delete, suspend, block, edit or remove certain types of content; (ii) delete the account of Clients and/or Contributors who have posted defamatory content, or used expressions that are otherwise offensive and/or unbecoming.

8.6. Customer shall ensure that Contributors and/or Participants are also required to comply with the provisions of this Article, and therefore, Customer, to the extent permitted by applicable law, agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, and expenses that Contributors and/or Participants may make against SMACE in connection with the provisions of this Article.

## 9. TERMINATION

Without prejudice to any other remedy provided in these General Terms and Conditions, the Contract, and/or applicable law, SMACE may terminate the Contract entered into with the Customer in the event of a breach of even one of the following provisions: art. 2.8, art. 3.3 letter d), art.4, art. 3.8, 3.9, art. 4.1, art. 4.5, art. 4.6, art. 4.9, art. 5.1, art. 5.2, art. 5.3, art. 5.4, art. 5.5, art. 5.6, art. 5.7, art. 5.8, art. 5.9, Art. 5.10, Art. 5.11, Art. 5.12, Art. 6.3, Art. 6.9, Art. 7.8, Art. 8.4, Art. 8.5, Art. 11.1, Art. 11.3, Art. 11.4, Art. 13.3, Art. 16.2.

## 10. INSURANCE

10.1. SMACE holds a suitable liability insurance policy to cover any and all risks arising from its activities.

10.2. The Partners affiliated with SMACE have declared to SMACE that they hold liability insurance, with adequate limits, having regard to the type of activity they carry out, and the Services they provide.

## **11. CLIENT REVIEWS**

11.1 It is permitted for the Client and/or Collaborator to post on the Platform, but also externally, reviews and comments regarding the Services they have used. SMACE always recommends the utmost politeness and respect, and calmness in relation to anything posted on the Platform as well as externally. SMACE condemns the use of unbecoming expressions, and may, if appropriate, take action as provided in Sections 8.4 and 8.5.

11.2 Notwithstanding the above, however, SMACE assumes no responsibility with respect to reviews and comments posted by Clients and/or Contributors and/or Participants.

11.3 The Client, within the limits of applicable law, agrees to indemnify and hold SMACE harmless from any claims, demands, actions, damages, costs, expenses that one or more Partners, or a third party may make against SMACE in connection with comments posted on the Platform and/or externally by the Client and/or Contributor and/or Participant.

11.4 The Client shall ensure that the Contributors and/or Participants are also bound by the provisions of this Article, and therefore, the Client, to the extent permitted by applicable law, agrees to indemnify and hold SMACE harmless from all claims, demands, actions, damages, costs, expenses that: (i) Contributors and/or Participants may make against SMACE in connection with the provisions of this Article; (ii) Partners or any other third party may make against SMACE in connection with comments posted by Contributor and/or Participant on the Platform.

## **12. PROTECTION OF PERSONAL DATA**

12.1 SMACE processes personal data in accordance with the European Regulation of April 27, 2016 No. 679 ("GDPR") and Legislative Decree No. 196 of June 30, 2003 (as amended and supplemented). SMACE's data protection policy statement can be found at [www.smace.com](http://www.smace.com).

12.2 The policy statement on the use of Cookies can also be found on the website [www.smace.com](http://www.smace.com).

### 13. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

13.1 The content on the Platform, such as, but not limited to, the Platform itself, text, photographs, images, icons, logos, audio and/or video materials, documents, figures, slogans, web pages, graphics, the design, layout, software, any other content, the SMACE company the SMACE trademark, are all intellectual and/or industrial property rights owned by SMACE and/or third parties with whom SMACE has contractual relationships, which provide, *inter alia, for the* use by SMACE of the intellectual and/or industrial property rights of said third parties ("**Privative Rights**"). All Privative Rights are protected by the current legislation on intellectual and industrial property, and therefore, any form of appropriation, exploitation, including economic, reproduction, transcription, execution, representation, communication, including to the public, retransmission, distribution, translation, processing, publication, modification, renting and/or lending, extraction, and any other form of possible use, including by means that do not currently exist and/or invented, is prohibited.

13.2 Except as provided in Article 13.1, by accessing the Platform, the Customer is granted only a license to use, non-exclusive, which will last until the duration of the Contract, limited to browsing within the Platform and using the digital content therein, in order to use the service provided by SMACE and book the Services.

13.3 The Customer, to the extent permitted by applicable law, agrees to indemnify and hold SMACE harmless from any and all claims, demands, actions, damages, costs, expenses arising from infringement of the Proprietary Rights committed by the Customer and/or Contributors and/or Participants.

13.4 The Client retains all rights to the logo, signage, business name, domain name, materials, content, photographs, images, videos, editorial content, reviews, the Client's name, trademark, and any other intellectual and/or industrial property rights owned by the Client and/or which the Client may have access to under agreements made with third parties ("Client's Proprietary Rights").

13.5 The Client grants SMACE a non-exclusive license covering the Client's information, logo, domain name, business name, trademark, content, photographs, images, videos, editorial content, reviews, and any other content referred to in Article 5.13 (even after the

expiration of the Agreement), for promotional, advertising, and sales purposes, and any other Client's Proprietary Rights necessary for SMACE to perform this Agreement ("Client's Non-Exclusive License"). The Client's Non-Exclusive License is granted free of charge, also considering the broader context of the economic agreements between SMACE and the Client that led to the conclusion of this Agreement.

13.6 Except for the Client's Non-Exclusive License, no other Client's Proprietary Rights are granted to SMACE.

## **14. WITHDRAWAL**

14.1 The Client may withdraw from each individual Service only and exclusively in the cases and under the conditions set forth in the Partner Conditions relating to the individual Service.

14.2 In such cases, if this is provided for in the Partner Conditions relating to the individual Service, the Customer may obtain a refund of the Service Price strictly related to the Service provided by the individual Partner (excluding the SMACE Service Fee and any other Fee not strictly related to the Service provided by the individual Partner).

14.3 However, the Customer acknowledges and agrees that, under no circumstances, is SMACE obligated to reimburse and/or guarantee the reimbursement of the Fees for the Services provided by individual Partners. Therefore, the Customer hereby waives, as of now, its right to seek reimbursement of the Fees for the Services provided by the individual Partners, in the event that, according to the Partner Terms and Conditions reimbursement is not provided for.

14.4 In any case, even in the event of reimbursement, by the individual Partner, of the Service Price strictly related to the Service provided by the individual Partner, SMACE will not reimburse the Customer for either the SMACE Service Fee or any other Fee not strictly related to the Service provided by the individual Partner, which SMACE may, therefore, still retain.

14.5 The Customer may exercise withdrawal in relation to the Services offered directly by SMACE exclusively in the cases and within the limits provided by the Platform, depending on each individual Service. Therefore, SMACE may also retain the Service Price related to the individual Services offered directly by SMACE (in addition to the other Fees paid by the

Customer not strictly related to the Service, such as, purely by way of example and not exhaustively, depending on the case, the Access Price, the Preliminary Services Price, the SMACE Service Fee, the Business Pass, the price of subscriptions, etc.) with respect to the Services offered directly by SMACE, in relation to which, the Platform does not provide for a right of withdrawal and/or cancellation in favor of the Customer. In any event, the cancellation policies relating to each individual Service are summarized in the Confirmation Email (or, in the case provided for in Article 3.6, in the New Confirmation Email).

14.6 The Customer acknowledges and accepts the provisions of Article 14.5 above, and therefore, as of now, waives the reimbursement of the Fees which, according to the aforementioned article, are non-refundable.

## **15. APPLICABLE LAW AND JURISDICTION**

15.1 These General Conditions are governed by Italian law.

15.2 For any disputes, the Customer may submit written complaints to SMACE Customer Service, by filling out the form available on the site or by contacting SMACE, attaching supporting documents, at the following address: SMACE S.r.l., Via Ciro Contini, 5, 44123, Ferrara (FE), Italy- PEC: smace@postecert.it.

15.3 For any dispute relating to the validity, effectiveness, interpretation, application, execution, termination of the General Conditions, and the contractual relationship intervened between the parties, will be competent send exclusively the court of Milan, with the exclusion of any other court.

## **16. MISCELLANY**

16.1 Should any of the clauses of these General Conditions be invalid or ineffective, the parties shall continue to abide by all other clauses established herein, which shall instead remain valid and effective, within the limits of Article 1419 of the Civil Code. In the event of invalidity or ineffectiveness of any of the clauses of these General Terms and Conditions, the parties will nevertheless replace said clause with another valid and effective clause that has, substantially, the same economic content as the invalid or ineffective clause.

16.2 SMACE may assign the Contract as well as the individual rights under it. The Customer, as of now, gives its consent to any assignment. The Customer may not assign the

Contract, nor the rights arising therefrom, through any form and/or transaction that has, as a de facto effect, the assignment of the Contract and/or the rights arising therefrom, unless SMACE's written consent is noted.

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Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Client specifically approves in writing the following clauses: art. 2.2, art. 2.3, art. 2.4, art. 2.5, art. 2.8, art. 3.3 letter d), art. 3.4, art. 3.6, art. 3.8, 3.9, art. 4.1, art. 4.3, art. 4.5, art. 4.6, art. 4.9, art. 5.1, art. 5.2, art. 5.3, art. 5.4, art. 5.5, art. 5.6, art. 5.7, art. 5.8, art. 5.9, art. 5.10, art. 5.11, art. 5.12, art. 5.13, art. 6.1, art.3, Art. 6.4, Art. 6.5, Art. 6.6, Art. 6.7, Art. 6.8, Art. 6.9, Art. 7.1, Art. 7.2, Art. 7.3, Art. 7.4, Art. 7.5, Art. 7.6, Art. 7.7, Art. 7.8, Art. 8.2, Art. 8.3, Art. 8.4, Art. 8.5, Art. 8.6, Art. 10.1, Art. 10.2, Art. 11.2, Art. 11.3, Art. 11.4, Art. 13.2, Art. 13.4, Art. 13.5, Art. 14.1, Art. 14.2, Art. 14.3, Art. 14.4, Art. 14.5, Art. 14.6, Art. 15.3, Art. 16.1, Art. 16.2.