

## **Terms and conditions of use of the TAP SEARCH Mobile App.**

### **Section I General terms and conditions**

- **Introduction**

Dear User, the Terms and Conditions of Use (hereinafter simply "Terms") govern the way in which all services rendered by Andrea Dell'Omo and Manuel Spatino through the TAP SEARCH mobile application (hereinafter also "Services" and "App"), whether they are free or paid services.

We believe it is extremely important that you read the Terms carefully as this will enable you to understand what you can and cannot do while using our App. By reading the Terms you will also learn how to exercise your rights inherent in the use of the TAP SEARCH mobile App, how to cancel the Services, or how to contact us for assistance or to report a problem.

For this reason, we have decided to draft the Terms in a simple and easily understandable and, where possible, concise manner.

The moment you use the App and/or sign up and create an account, you agree to the TAP SEARCH Terms.

#### **1. Who we are**

The TAP SEARCH mobile application is owned and operated by Andrea Dell'Omo and Manuel Spatino resident of Rome at 128 Via Erasmo Gattamelata, hereafter jointly identified as the Managers.

You can contact us by writing by regular mail to Via Erasmo Gattamelata, 128 00176, or by e-mail to [info@tapsearch.it](mailto:info@tapsearch.it)

#### **2. Our services**

TAP SEARCH is a mobile application that allows you to see if there are other users near you.

You can make your profile and social network profiles visible, and you can see if there are other Tap Search users around you.

Tap Search allows you to see other registered users within a range of distance from your location that you can set. You will not be able to pinpoint the exact location of other users, only the distance they are within.

The data you post on your profile (photos, short presentation - or motto - links to your social network profiles, all hereafter generically referred to as "content") will be visible to other users.

Our services can only be enjoyed via an Internet connection, no matter if mobile or wi-fi. Please be advised, however, that the quality of the App's services is affected by the speed and stability of your data connection. You are aware, therefore, that we cannot be held responsible for any malfunctions due to an inadequate Internet connection to support our service.

#### **3. Minimum age to access our services**

You must be at least 18 years old to take advantage of the App's free services and to register.

In order to proceed with subscription services, you must have one of the required payment methods.

#### **4. Conditions of use of services**

To use the services, it is necessary to download the TAP SEARCH mobile application to a compatible device. You must, in addition, create an account (profile) by entering the required data on the screen. Then freely give consent to location tracking and sharing services through your terminal's settings. However, if you do not enable location tracking the application may have some limited functionality or may not work at all. Please be advised that we may, at any time and without notice, change this condition and generally the conditions of access to the free services and/or extend or limit the functionality provided free of charge.

By using the free services you acknowledge that:

- the use of the App is intended to be personal and private and, therefore, you cannot use the service for different purposes. For example, you may not use the App to offer commercial services or otherwise for profit purposes;

- the App, the graphics, the user interface, the logos and the name TAP SEARCH are the exclusive property of the Operators and are protected by copyright and industrial property laws. Therefore, you may not copy, reproduce or use these items for any purpose without the written permission of the Managers.

By subscribing you guarantee that the biography (motif), social profiles, pseudonyms, titles and cover images do not contain, to an exemplary and non-exhaustive extent, language or images with content that is offensive, defamatory, inciting hatred, racism, crime, discrimination on religious grounds, related to sex or sexual preferences, appealing to paedophilia or pornography or otherwise contrary to public order or norms of law. You also agree that you are solely responsible for any content of any kind posted by you through the App.

You guarantee that the uploaded content is original and does not violate the rights of third parties such as, for example, personality rights, copyright, intellectual property rights, trademarks. You warrant that you are the owner of the copyright and related rights or that you have obtained the consent of the legitimate owner. You also warrant that you will not use the name, surname, pseudonym or image of other persons and you undertake to hold the Managers free in case of disputes by third parties.

You warrant that the motto, pseudonym or image does not display commercial messages or promotions of your or third-party products or services.

You also warrant that in the content or social profiles uploaded there are no scenes that may disturb other users, with violent images, child pornography, pornographic content, etc.

You guarantee that you will not use false identities or falsely impersonate other people's identities in order to mislead other users about your generalities.

When you upload copyrighted content, you retain ownership of the content. Nonetheless, we need you to grant us a license to use the content within the App and to share the content itself through TAP SEARCH. Therefore, by uploading content (whether image or text) you grant us a non-exclusive license, free of charge, without territorial limitations, to reproduce, share, make available and accessible the content to the users of the App. We are not responsible for the use that other users will make of your content, either within the App or elsewhere. You will not receive any compensation for licensing, using, sharing, or viewing the content.

## **5. Terms of use of the App's paid services**

To use paid services you need to download the TAP SEARCH mobile application on a compatible device and create an account.

To create the account you must provide us with the requested personal data, accept the Terms, read the privacy policy and choose a username, i.e. the pseudonym that you want to make visible, The username cannot be changed.

Remember: when you create an account you agree to provide us with true and accurate data and to notify us of any changes to the same. You may not provide us with false information or other people. If you violate this rule, we reserve the right to block your access and/or delete your account without you being entitled to a refund of the amounts paid for the use of the service.

By creating an account to use paid features, you acknowledge that:

- the account is strictly personal. You may not share it with other people or give it over or allow access to others;

- the paid services and/or subscriptions are subscribed to you personally, you may not share them with other people or assign them or allow them to be used by others;

- the use of the App and the subscription is to be understood as personal and private and, therefore, you cannot use it for different purposes. For example, you may not use the App to offer or sell goods or services or, in any way, for profit;

- The App, software, graphics, user interface, logos and the name TAP SEARCH are the exclusive property of the Operators and are protected by copyright and industrial property laws. Therefore, you may not copy, reproduce or use these items for any purpose without the written permission of the Managers.

If you use the services provided for payment in violation of the Terms, we reserve the right to suspend your access to the App and to delete your account, without notice and without a right to refund the amounts already paid; We also reserve the right to take action against you for damages.

You can stop using TAP SEARCH at any time by uninstalling the App from your device, and you can delete your account at any moment by requesting us to delete any of your personal data that we are not legally obliged to retain, as stated in the privacy policy.

Any subscription services will remain active for the duration of the subscription and you will not be entitled to a refund.

If you disable your profile without asking us to delete it, we will keep it silent for one year to give you the opportunity to reactivate it. After this period, we will delete the profile irreversibly.

## **6. Specific characteristics of services and paid offers**

The paid services of TAP SEARCH give you access to additional features, which allow you to expand the number of visible data of other users that you can obtain by subscribing to a subscription offer;

The paid services and features are in addition to the services and functions we make available to users free of charge.

The costs of paid services, service duration, specific renewal terms, additional features and specific service limits are detailed in the section of the App dedicated to subscribing to the individual offer or specific service.

We reserve the right to change the terms of the offers, change the prices, apply discounts or promotions without notice, allow free access to features that were previously paid, guaranteeing users who have already paid for a service to use it in the terms and conditions indicated at the time of subscription.

You cannot claim a refund for a service you have already paid for or the adjustment of an offer you have subscribed to to the terms of a new offer offered to users. We may, if we deem it appropriate in our sole discretion, adjust your already subscribed subscription to the best available offer. You can, however, at any time, cancel the offer you have already subscribed to under the conditions referred to in point 8 and adhere to a more advantageous offer or more suited to your needs, provided that the most advantageous offering is reserved for new users.

At any time we may decide to terminate the activity of TAP SEARCH giving users a notice of at least 1 month in a manner suitable for actual knowledge. In this case, we may decide to disable the automatic renewal of subscriptions or the possibility to subscribe to **monthly and/or annual** subscription.

## **7. Payments, renewal, withdrawal, prices**

TAP SEARCH's paid services are linked to **monthly or annual** subscriptions or to different durations specified in the offer details, usually with automatic renewal for the same period unless the automatic extension is disabled or the subscription cancelled before the expiration.

Payment services are activated as soon as the payment is completed, and/or without undue delay, from the moment of receipt of the payment by the operator.

As soon as you subscribe to the subscription offer and proceed to the advance payment for the reference period, you begin to use the service. For this reason, as indicated in article 28 of the Terms, you may waive the option of withdrawing from the offer and asking for a refund.

Payment, unless a trial period is provided, is always in advance of the use of paid services. Therefore, if the initial or renewal payment of the subscription fails, you will not be able to start using the services. For any problems with payments or renewals, you can write to [admin@tapsearch.it](mailto:admin@tapsearch.it) to request our support.

You can always cancel the subscription once you have subscribed to the offer. In this case, the service will cease at expiry (monthly, annual or of different duration) and will not be renewed for the same period. Once you cancel your subscription, you can still continue to use the Free Services of the App and you will maintain your account.

We may grant you a free trial period at the end of which, unless you cancel, you will be charged the amount necessary to activate the subscription. From the moment of payment, the provisions on the duration and cancellation of subscriptions referred to in the previous paragraph of the Terms will apply.

At any time we may decide to unilaterally change the price of the subscription services. If you have already subscribed to a subscription, the price changes will only apply to the renewal and we will notify you in advance. If you decide not to renew the service at the new price, you will simply have to cancel the subscription. If you do not cancel the subscription before the renewal, we will charge you the new amount set for the service.

## **8. Modification of terms and conditions of use**

We have the right to change the Terms of Use of the App at any time. Any changes and/or updates to the Terms will be properly communicated to you and all registered users and posted in the appropriate section of the App.

If the changes concern the cancellation rights of the subscription, the terms of payment and/or renewal and, in general, the rights granted to users of the paid services, we will notify you in due time in such a way that you can cancel your subscription and / or subscription.

## **9. Invalidity or partial ineffectiveness of the Terms**

Without prejudice to applicable law, the invalidity and/or ineffectiveness, whether or not occurring, of one or more clauses shall not result in invalidity, inefficiency or termination of these Terms.

## **10. Obligations and rights of Managers**

We provide our services only to users who have downloaded the app and created the personal profile (account).

With regard to the account/personal profile management service, we are committed to activating a profile for each user who has entered the necessary data, providing the necessary permissions. We reserve the right to delete your profile at our sole discretion, including following reports received from other users that are legitimate, or to suspend it temporarily if questions arise about the registered profile and until final verification.

The Operators, without prejudice to the obligations arising from the EU Regulation 2022/2065 relating to a Digital Service Single Market (DSA), are not subject to a general obligation to monitor the information and content published by users and stored on the web space made available to them, nor to an overall obligation actively to investigate facts or circumstances that indicate the presence of any illegal activity by users.

The Managers do not submit to a prior verification of the content published on the App, but may carry out checks on them, following any reports from users, in order to verify compliance with the obligations undertaken when registering with TAP SEARCH.

The Operators shall provide without delay, at the request of the competent authorities, the information in their possession that allows the identification of the user, in order to detect and prevent illegal activities. They will also inform the judicial or administrative authority with supervisory functions, if they become aware of any alleged illegal activities or information concerning you.

#### **11. System for reporting abuses and violations of these conditions**

Notwithstanding that the Operators are not subject to a general obligation to monitor the information that they transmit or store, nor to an overall obligation actively to investigate facts or circumstances that indicate the presence of illegal, or illegal activities, the Administrators establish a system of abuse reporting that they make available to the following email address [info@tapsearch.it](mailto:info@tapsearch.it) in order to prevent access to content that is illegal or harmful to a third party, or that are illegal.

The report may be forwarded to the Managers, through the system referred to in the previous paragraph, by persons or entities, or by the competent administrative or judicial authorities. Illegal content, products, services and activities may be through the system implemented by the Operators, which means information, irrespective of their form, that is illegal by itself under applicable law, such as illegal incitement to hatred or illegal terrorist content and illegal discriminatory content, or that the applicable rules make illegal in view of the fact that they relate to illegal activities. These include, but not exclusively, the sharing of images depicting sexual abuse of minors, the unlawful sharing of private images without consent, cyberstalking, the sale of non-compliant or counterfeit products, the selling of products or the provision of services in violation of consumer protection legislation, the unauthorised use of copyright-protected material, the illegal offer of reception services or the illegal sale of live animals.

The report shall contain:

- (a) a sufficiently substantiated explanation of the reasons why the person or entity believes that the information in question constitutes illegal content;
- (b) a clear indication of the exact electronic location of such information, such as the exact URL(s) and, if necessary, additional information to identify the illegal content appropriate to the type of content and the specific type of information storage service;
- (c) the name and e-mail address of the person or body reporting, except in the case of information which is believed to relate to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU;
- (d) a statement by which the person or entity making the report confirms its belief in good faith in the accuracy and completeness of the information and statements contained therein.

The reports referred to in this Article shall be deemed to enable Administrators to acquire actual knowledge or awareness in relation to the specific information in question where they enable a diligent hosting service provider to identify the illegality of the relevant activity or information without a detailed legal examination.

If the report contains electronic contact information of the person or entity who submitted it, the Managers shall send a confirmation of receipt of the report to that person or institution without undue delay.

The Administrators shall act diligently, objectively and proportionately in applying and enforcing the restrictions set out in this Article, taking due account of the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service, such as freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms enshrined in the Charter of Fundamental Rights of the European Union.

In order to deal with the report in a timely, diligent, non-arbitrary and objective manner, after a first review, the service may be temporarily suspended by the Managers and the report will be forwarded to the user prior notification in the personal area with an invitation to provide an e-mail address to allow the communication via email, the reporting itself and the name and addresses of the rapporteur, if provided, so that he can contact him and find a buyer directly.

The user, within the time limit assigned by the Managers, must notify the managers themselves of the composition obtained with the whistleblower, which must be confirmed by it or, in case of impossibility to contact the whisperer, prove the unfoundedness of the report sent to the Manager and the good right of the same user to continue to use the service or to publish the content that is the subject of the complaint, without this imposing on the Manager a detailed legal examination.

As a result of the conflict established with the Managers, or in case of inertia of the same, the managers may apply the following restrictions:

- a) any restrictions on the visibility of specific information provided by the recipient of the service, including the removal of content, the disabling of access to content or the retrocession of content;

- (b) the suspension, cessation or other limitation of payments in cash for the services provided for them;
- (c) the total or partial suspension or cessation of the provision of the service;
- (d) the suspension or closure of the account of the recipient of the service.

The same restrictions may be adopted if the Administrator finds a conflict with these conditions. In this case, they will notify the user by giving him a deadline to submit comments or to comply with the above conditions.

You agree from now on that, in the event of a violation of these conditions being or, if the assessment demanded to the Managers following the comments submitted by the user requires a detailed legal review, the service may be discontinued in a precautionary manner or the other restrictions indicated in this article may be taken, subject to the user's right to sue the competent authorities in his defence against the whistleblower.

The Administrator shall also, without undue delay, communicate to the complainant the decision on the information to which the complaint relates, providing information on the remedies available in relation to that decision.

In the case of illegal services/content, the Operators are obliged to notify the authorities of the measures taken in the case, communicating to them any information, including personal information, concerning the user that they possess, and proceeding to storage in accordance with Article 18 of Regulation (EU) 2022/2065.

In the case of reports from administrative or judicial authorities, the Managers will have to provide the requested information and execute orders without undue delay, informing them that they have followed the orders given. Such orders may involve the application of restrictions without the need for justification under article 13 of the Terms.

Regarding the liability of the Managers for the restrictions provided for in this article, refer to the following article 14.

The Operators will not be liable in any way if the suspension prevents access to other services provided by third parties through the suspended services.

It is understood that the period of suspension or the period affected by other restrictions under this article shall not be recovered or reimbursed under any circumstances.

## **12. Motivation of the decision taken as a result of the infringements**

Except for misleading commercial content that is widely disseminated, the Operators shall, at the latest at the time of the imposition of the restriction, provide the user with a clear and specific justification for the restrictions adopted pursuant to article 12 of these Terms, indicating the reasons why the content or services have been assessed as illegal or are incompatible with their general terms and conditions.

The explanation shall contain the following information:

- (a) the information indicating whether the decision entails the removal of the information, the disabling of access to it, the retrocession or restriction of the visibility of information or the suspension or cessation of cash payments relating to such information or imposes other measures in relation to the information and, where appropriate, the territorial scope of the decision and its duration;
- (b) the facts and circumstances on which the decision taken is based, including, where appropriate, information indicating whether the decision was taken on the basis of a report submitted in accordance with Article 16 of Regulation (EU) 2022/2065 or on voluntary investigations on its own initiative and, where strictly necessary, the identity of the whistleblower;
- (d) if the decision concerns alleged illegal content, a reference to the legal basis invoked and an explanation of the reasons why the information is considered illegal content in application of that legal basis;
- (e) if the decision is based on the alleged incompatibility of the information with the general conditions of the provider of information storage services, a reference to the contractual clause invoked and an explanation of the reasons why the information is considered incompatible with that clause;
- (f) clear and easy-to-understand information on the remedies available to the recipient of the service in relation to the decision, in particular, where appropriate, through internal complaints management mechanisms, extrajudicial dispute resolution and judicial recourse.

The decisions referred to in this Article are not taken by means of automated systems but are the result of determinations made by human intervention.

## **13. Limitations of liability**

The Managers do not offer the App for purposes other than those stated in the Terms.

The Managers offer the TAP SEARCH App as it is and offer no guarantee that users can through it all the results they were promised to obtain at the time of registration, but guarantee exclusively the adherence of the App to what is stated by the Managers in these terms and in the description of services published on the app stores.

The Operators will not prevent users from exchanging personal data, including contact details, and will not be liable for user behaviour held in violation of these terms, or held outside the App. However, if a user circumstantially reports incitement to hatred, harassment, threatening or violent conduct against him, even outside the App, by another user,

registered with our service, the Managers may exclude the harassing user, suspend him or delete his profile, without the latter having anything to claim on any basis.

We try to offer you the best service possible. However, it may happen that, for reasons not attributable to us (for example, measures by authorities or third parties) or for sudden reasons (for instance, unforeseeable failures, extraordinary maintenance, events due to force majeure or accident) the service is temporarily inaccessible. In neither of these cases the Operators may be held liable to you in the event of temporary interruption of the service nor shall they be liable for any damages.

In particular, except in the case of fraud or serious guilt, the Operators are not liable to registered users, nor to subjects directly or indirectly connected to them, for delays, malfunctions or suspension of the functionality of the TAP SEARCH App that depend on third parties or caused by force majeure or accident (including, for example, but not exhaustive: suspension, slowing down or malfunctioning of the telephone service or electricity delivery, malfunctions of the Internet network or the Internet service provider, or of the software and computer programs used for the services of third parties supporting the Operator, Fires or strikes, impediments or obstacles determined by provisions of law or by acts of foreign national Authorities, measures or actions of a legal nature or facts of a third party, or other causes not directly attributable to the Administrators); for manipulation or intervention by third parties on services or equipment used by the Managers or users; for improper use of the Tap SEARCH App by the Users; malfunction of the connection devices used by the users; non-compliance and/or obsolescence of devices or programs of which the user or third parties are equipped; problems or malservices related to hosting and domain; for malfunctions of the services, data loss, accidental dissemination of personal or sensitive data, and any other type of damage occurring as a result of attacks by hackers, cyber fraudsters, crackers, viruses, etc.

The Managers are never responsible for actions taken in fulfilment of legal obligations or in execution of authority orders.

Users use the Platform and the services they are permitted to by substantially and procedurally acquitting the Operators - subject to the limits undeniable by law - against any party for legal/civil or administrative disputes, costs, expenses and damages of any kind caused by the use or inability to use the App, based on any assumption of liability including breach of these terms, negligence, or otherwise.

The Operators are not responsible for the information entered by users registered to the TAP SEARCH APP, nor for any violation of the rights of others and the mandatory norms of the law (including, but not limited to, those relating to business secrets, unfair business practices, the protection of personal data) and damages, even indirect, consequent to them, or for other damages of any kind, even resulting from the loss of the right to use, loss of information, losses of royalties deriving from copyright or arising from the breach of these conditions, negligence or other injurious actions, arising out of or in any way related to the use or the information available on the App.

The possible existence of a hyperlink (link) pointed to the app from another social networking site (or even app or blog), or pointed by the TAP SEARCH App to another site, social network (or also app or Blog), does not imply the approval or acceptance of responsibility on the part of the Managers, about the content or the use of the linked sites.

Registered Users agree that the Managers will not be held responsible for omissions or errors that may be contained in the materials transmitted through the App. Users are aware that the upload and/or download of any programs, files, information from the network is under their responsibility.

The Managers, except in cases of misconduct or serious guilt, will never be liable for having suspended or deleted the profiles of users, obscured or erased the contents of the profile or for having disabled or blocked, even only partially, the functions connected to the services joined by the user.

#### **14. Suspension and interruption of services**

Subject to the suspension of the above-mentioned services, the Operators reserve the right to suspend or interrupt, in whole or in part, the provision of paid services in the event of non-payment, failure to properly renew and in any case of delay of the user in the payment of the fee, in the time and in the ways provided in the Terms, for a period exceeding thirty days, until the full payment of what is due in terms of fees, delay interest and any expenses for the recovery of the credit, without the user having anything to claim for the suspension or interference on any basis or reason.

#### **15. Applicable law**

The Terms are governed by Italian law and are written in Italian. In case of interpretative doubts and translations into different languages, the interpretation offered by the Italian version will be considered to prevail.

The Terms are subject to the exclusive Italian jurisdiction.

#### **16. Final clauses**

The Terms are accepted on screen by pressing the negotiating button.

Under no circumstances may any non-compliance and/or behaviour of the user deviate from these Terms, be considered as derogations from them or tacit acceptance by the Managers, even if not contested by the managers themselves. Any inertia of the Administrator in exercising or enforcing any right or clause of these Terms, does not constitute a waiver of such rights or clauses.

**17. Compensation, Claims and Requests for Assistance** With the exception of the above in relation to the limitation of liability of the operators in the event of suspension or inaccessibility of the service, if the period of the suspension of service or inaccessibility to the contents for the execution of extraordinary maintenance activities should be prolonged for more than 48 hours, we undertake to compensate you, extending the duration of your subscription for a period equal to the entire duration.

If you have problems with the use of our services, you can file a complaint and/or request assistance by writing to the e-mail address specified in article 2.

## Section II - Consumer rights

### 18. Consumer Rights

D.lgs. n. 206/2005 (the Consumer Code) is applicable to any contract concluded between a trader and a consumer. The following are the rights of the user who purchases the services of the Managers as a consumer.

### 19. Definitions

The following are added to the definitions already provided in these terms. The terms listed below have, for the purposes of the foregoing, the meaning for each of them as indicated below:

- a) "Digital Content" means data produced and provided in digital format;
- b) "Digital Service" means:
  - 1. a service that allows the consumer to create, transform, store or access data in digital format; or
  - 2. a service that allows the sharing of data in digital format, uploaded or created by the consumer and other users of that service, or any other interaction with such data;
- c) "Goods with digital elements" means any material movable property that incorporates or is interconnected with a digital content or a digital service in such a way that the absence of such digital contents or digital services would prevent the performance of the functions of the property.
- d) "Integration" means the linking of the digital content or service with the components of the consumer's digital environment and the incorporation into these components so that the digital contents or digital service are used in compliance with the compliance requirements of this Chapter.
- e) "Digital Environment" means the set of hardware, software and network connections that the consumer uses to access or use the digital content or digital service.
- f) "Compatibility" means the ability of the digital content or digital service to operate with hardware or software that normally uses the same kind of digital contents or digital services, without the need to convert the digital Content or the digital service.
- g) "Functionality" means the ability of the digital content or digital service to perform all its functions according to its purpose.
- h) "Interoperability" means the ability of the digital content or digital service to operate with hardware or software other than those with which the digital contents or digital services of the same type are normally used.
- i) "Sustainable Support" means any tool that allows the consumer or the trader to store the information that is personally addressed to him, so that he can access it in the future for a period of time appropriate to the purposes for which it is intended and allowing the identical reproduction of the archived information.

### 20. Legal guarantee of compliance

The user as a consumer (hereinafter "Consumer") is entitled to the warranty for defects of conformity for the purchases of digital content or digital services offered by the Operators (herein also collectively referred to as "professionals") against a fee.

### 21. When you have a lack of conformity

You have a lack of conformity, when the purchased service or content does not have the following subjective requirements, where relevant:

- (a) conformity with the contractual description, type, quantity and quality and possession of the functionality, compatibility, interoperability and other characteristics as provided for in the sales contract;
- b) suitable for any particular use desired by the consumer, which has been brought to the attention of the managers by the latter at the latest at the time of the conclusion of the sales contract and that the Managers have accepted;
- c) be supplied with all accessories, instructions, including those relating to installation, and customer assistance, as provided for in the sales contract; and (d) be updated as provided for in the contract.

In addition to meeting the subjective requirements of conformity, in order to be in conformity with the contract of sale the goods must have the following objective requirements, where relevant:

- (a) be suitable for the purposes for which digital services or digital content of the same type are normally used, taking into account, where appropriate, other provisions of national and Union law, technical standards or, in the absence of such technical standards, industry codes of conduct applicable to the specific sector;
- (b) where applicable, comply with any trial version or preview of the digital content or digital service made available by the trader prior to the conclusion of the contract;
- (c) where appropriate, be supplied with any accessories and instructions that the consumer can reasonably expect to receive; e, d) be of the quantity and possess the qualities and other characteristics, including in terms of functionality, compatibility, accessibility, continuity and security, that are commonly found in digital content or digital services of the same type and that the consumer can reasonably expect, taking into account the nature of the content or the digital service and the public statements made by or on behalf of the Operators, or by other persons within the preceding stages of the chain of commercial transactions, including the manufacturer, in particular in advertising or labelling, except as provided for in art. 135 decies, para. 5 letter b) nn.1, 2, 3 of the Consumer Code.

The warranty is excluded if, at the time of conclusion of the sales contract, the Consumer had been specifically informed that a particular feature of the service or content deviated from the objective requirements of conformity provided for in the Code of Consumer Protection and the consumer has explicitly accepted such deviation at the moment of concluding the contract.

## **22. Updates and add-ons**

The Operators shall inform the Consumer of the available updates, including security updates, necessary in order to maintain the conformity of the digital content or the digital service, and to provide them, within the period of time:

- a) during which the digital content or digital service must be supplied in accordance with the contract, if this provides for a continuous supply for a certain period of time; or (b) that the consumer can reasonably expect, given the type and purpose of the digital content or digital service and taking into account the circumstances and the nature of the contract, if this involves a single act of delivery or a series of individual acts of delivery.

If the consumer does not install within a reasonable time the updates provided by the trader in accordance with the preceding paragraph, the Managers will not be liable for any lack of conformity arising solely from the lack of the relevant update, except as provided by art. 135 undecies, para. 2 letter (a) and (b) of the Consumer Code.

Any lack of conformity arising from an incorrect integration of the digital content or digital service into the digital environment of the consumer shall be considered a lack of compliance of the Digital Content or Digital Service only when it depends on the Operators in accordance with Art. 135-duodecies para. 1 letter (a) and (b) of the Consumer Code.

## **23. Responsibilities of Managers**

The Operators are liable to the Consumer only for the defects of conformity that manifest within two years from the moment of delivery, without prejudice to article 135-undecies, paragraph 1, letter b).

The action aimed at claiming defects existing at the time of supply and not deliberately concealed by the trader shall be prescribed, in any case, within twenty-six months from that time, if they are apparent within that time.

## **24. Remedies available to the Consumer**

Except as provided for in article 135 sex-decies of the Consumer Code, the consumer may resort to the following remedies:

### **a) Provision of the service or content**

a.1) If the trader has failed to provide the digital content or digital service in accordance with article 135-decies, paragraphs 1 and 2, the Consumer shall invite the tradesman to supply the digital contents or the digital service. If the trader again fails to provide the digital content or digital service within a reasonable period or within a further period expressly agreed by the parties, the Consumer has the right to terminate the contract.

a.2) Paragraph 1 of this Article shall not apply and the consumer shall have the right to terminate the contract immediately if:

1) the trader has declared, or is equally clear from the circumstances, that he will not provide the digital content or digital service;

2) the consumer and the trader have agreed, or it is apparent from the circumstances accompanying the conclusion of the contract, that a specific time for delivery is essential for the customer, and the professional fails to provide the digital content or digital service by or at that time.

a.3) In the event of a defect in conformity of the good, the consumer has the right to the restoration of conformity, or to receive an appropriate reduction in the price, or the termination of the contract on the basis of the conditions established in art. 135-duodevicies of the Consumer Code.

#### **b) Termination of the Contract**

b.1) The consumer exercises the right to terminate the contract by means of a written declaration to the trader, to be sent via Racc A/R or PEC, in which he expresses his will to cancel the contract. In the event of resolution, Article 135-undevicies shall apply.

b.2) The consumer is not entitled to terminate the contract if the lack of conformity is minor. The burden of proof that the lack of conformity is of minor importance lies with the Managers.

#### **c) Reimbursement to the Consumer**

c.1) The consumer, in the event of termination of the contract and in the other cases regulated by the Code of Consumption has the right to the refund pursuant to art. 135-vicies

### **25. What to do in the presence of a defect of conformity**

In the event that the Consumer finds what may be a lack of conformity during the period of validity of the legal warranty, he may contact the Managers.

The Operators will respond promptly to the report of the alleged lack of conformity and indicate the specific procedure to be followed, also taking into account the category to which the digital content or service belongs and/or the defect.

### **26. Withdrawal of the user as a consumer**

The user when using the services offered by the Managers as a consumer (hereinafter Consumer) may withdraw from this Agreement, pursuant to and for the effects of art. 52 of Legislative Decree no. 206/2005 (Codice del consumo).

Without having to provide any justification and without having to incur costs other than those described below, the Consumer may withdraw from the Contract with notice to be sent to the addresses of the Managers indicated in article 2 of the Terms, within 14 (fourteen) days following the conclusion of the same. The Operators, for this purpose, make available to the Consumer the **model of withdrawal published under these Terms and via links in the app in the legal information section.**

The right of withdrawal is deemed to be exercised in the aforementioned terms, when the Consumer sends the respective communication to the Operators before the expiration of the period of cancellation.

The Operators shall reimburse all payments received by the Consumer without undue delay and in any case within fourteen days from the day on which he is informed of the consumer's decision to withdraw from the contract pursuant to the preceding points. The Operators shall make the refund referred to in the first paragraph of this paragraph, using the same means of payment used by the Consumer for the initial transaction, unless the consumer has expressly agreed otherwise and provided that he does not have to bear any cost as a consequence of the reimbursement.

The exercise of the right of withdrawal ends the obligations of the parties to execute the Agreement.

The right of withdrawal is excluded after the full performance of the service, but, if the contract imposes on the Consumer the obligation to pay, it is only excluded if the execution has begun with the prior express consent of the Consumer and the acceptance of the fact that he will lose his right of resignation as a result of the full execution of the contract by the trader.

In any case, once the withdrawal period stipulated in this contract has expired, it will not be possible for the consumer to exercise the right of cancellation for the individual services performed in execution of the same contract and requested by the customer during the period of validity of the contract.

**WARNING: In the event that the user uses the services before the end of the 14-day period to exercise the withdrawal, the user is aware and agrees that with the beginning of the provision of the services he loses his right to withdraw, also in accordance with the provisions of art. 59 para. 1 lit. o) of the Consumer Code.**

**27. The Consumer's Indisponible Hole**

For consumer users, it is the jurisdiction in which the consumer has his or her residence.

**DISCUSSION DECLARATION FORM**

enter the supplier's header and postal address on paper

e-mail address

Subject: Declaration of withdrawal

The herewith signed/signed/s..... (1) notify you of the withdrawal from the agreement concluded (2)the..... (3) for the following services:

1) service \_\_\_\_\_

.....(6)

Iban:.....(7)

Date .....

User Signature .....

-----  
1 Enter name and surname.

2 Insert the reference to this Agreement

3 Enter the date on which it was signed.

4 Enter service description

6 Enter name and surname, address (via, citizen number, Cap, province) and e-mail address.

7 insert iban where you can re-credit the amounts already paid.

