

MARMOMAC RESTART DIGITAL: GENERAL CONTRACTUAL CONDITIONS BETWEEN VERONAFIERE SPA AND VISITORS

1. Definitions

The terms indicated below, when used with a capital letter hereafter, shall have the following meanings, it being understood that singular terms include plurals and vice versa: "Veronafiere": the company Veronafiere S.p.A., with registered offices in Viale del Lavoro, 8, 37135, Verona (VR), the organiser of the Event; "GDPR": Regulation (EU) 2016/679 of the European Parliament and the Council dated 27 April 2016 concerning the protection of individuals as regards processing of personal data, as well as the free circulation of such data, which repeals Directive 95/46/EC (general data protection regulation); "Privacy notification": information that Veronafiere is required to provide as Data Controller pursuant to Article 13 of the GDPR; "Event": Marmomac Restart Digital is a digital event focusing on the world of natural stone production that aims to generate opportunities for meetings and networking between Visitors and Exhibitors; "Platform": a digital platform provided to Veronafiere by Swapcard Corporation which is used to hold the Event; "Profile": personal profile of Visitors on the Platform; "Exhibitor": a subject operating in the sector covered by the Event and registered with it in order to promote projects, products and events on the Platform and come into contact with Visitors; "Visitor": a natural person, also operating in the sector covered by the Event, who registers with the Event in order to acquire information, take part in events and get in touch with Exhibitors.

2. Purpose

2.1 This document contains the terms and conditions of use of the Platform and related services and the modes of participation in the Event by Visitors, as well as governing the rights and obligations Veronafiere and Visitors.

3 Registration on the Platform

3.1 In order to use the Platform and its related services, Visitors must register must read the Privacy Notification and then enter the data requested and indicated as "mandatory", expressly accepting these terms and conditions and clicking on the registration confirmation link received at the e-mail address indicated by them.

3.2 Accepting all liability, Visitors ensure the truthfulness and correctness of all personal data provided to Veronafiere and undertake to keep this information up-to-date.

3.3 It is implicitly agreed that Visitors may withdraw from this contract at any time by deleting their accounts.

4 Access to the Platform

4.1 After registering and in order to enter the Platform, Visitors must provide authentication by entering, in the appropriate box on the Platform, the e-mail address provided during registration and the password they created at the time of first access as their credentials.

4.2 These credentials are personal and cannot be transferred. Visitors are required to store them with the utmost diligence and ensure their confidentiality in order to prevent use by unauthorized third parties. 4.3 For security reasons, Visitors are advised to choose a password that is not easy to identify and also to change it regularly. Visitors acknowledges that Veronafiere reserves the right to request a change of password if so deemed necessary for security reasons.

4.4 In the event of theft, forgetting or losing these credentials, Visitors can recover them by following the procedures indicated on the account management page.

4.5 Visitors will be responsible for any use of their credentials made by authorized or unauthorized third parties, as well as for any damage caused to Veronafiere and/or third parties arising from failure to comply with the foregoing requirements, undertaking herein to indemnify and waive Veronafiere from any and all claims, including compensation for damages, deriving directly or indirectly from the above-mentioned use or abuse.

5 Services

5.1 Visitors can use the following services offered through the Platform: - expand their personal profiles and perhaps even include a personal photo/image; - access the program of the Event; - access the list of Exhibitors; - make use of the suggestions provided by the "matchmaking" function that helps create business contacts/relationships between Visitors and Exhibitors by allowing users to: - visit the profiles of Exhibitors who may be of most interest to them based on their own characteristics and those of the Exhibitors themselves (field of activity, type of company, etc.) and contact them via video-call and video-chat; - be contacted via video-chat and video-call by Exhibitors (who, if they have purchased the "deluxe" package, will be notified in advance of the list of Visitors registered for the Event and the list of those who have visited their company profile); - take part in the events organized by Exhibitors; - make use of Veronafiere's technical support via e-mail (Help Desk).

5.2 Visitors acknowledge that: a) the personal data provided during registration will be uploaded to their Profiles published on the Platform and consequently be visible to Exhibitors and Visitors; b) they must be over 18 years of age in order to use the Platform and take advantage of the related services.

6 Availability of the Platform and services

6.1 Veronafiere reserves the right not to accept Visitor registrations on the Platform.

6.2 Visitors acknowledge and accept that the use of the Platform and consequently the use of related services may be subject to suspension or interruption, in whole or in part, for reasons beyond any control on the part of Veronafiere - such as, by way of example but not limited to slowing down, congestion and/or overloading of the system, the internet access network, the telephone lines and the computers handling IT traffic; tampering or illegal intervention by third parties on the Platform, malfunctions/incorrect configurations of the connection devices used by Visitors or tampering or intervention affecting such devices implemented by Visitors themselves or third parties; incorrect use of the Platform by Visitors; exceptional events, force majeure or unforeseeable circumstances - without this entailing any liability on the part of Veronafiere or any right being due to Visitors for any reason whatsoever.

6.3 Visitors acknowledge that the services may be suspended - even without prior notice, if necessary - in order to ensure corrective maintenance intervention intended to remedy faults, defects, problems and malfunctions affecting one or more infrastructure elements or to correct Platform errors (e.g. bugs), as well as evolutionary maintenance intended to improve operation and usability by adding new functions and features, adapting it to developments in legislation and the reference context (updates), as well as in the event of security emergencies or threats. Veronafiere will in any case make every effort to restore Platform

functionality as quickly as possible and minimize the risk of inconvenience of any kind, without this entailing any liability on its part or any right being due to Visitors for any reason whatsoever.

7 Obligations of Visitors

7.1 Visitors undertake to use the Platform and related services in accordance with the dispositions of this contract and in full compliance with the rights of third parties, including copyright and intellectual and industrial property rights in general, as well as with all applicable legal and regulatory requirements.

7.2 Visitors acknowledge that it is forbidden to: i) use the Platform and/or interaction with Exhibitors to carry out activities contrary to law, public order and morality, or that are deceptive, defamatory or fraudulent, or acts of unfair competition; ii) record, reuse, disseminate, modify, transform, even partially, translate, copy, reproduce and distribute the contents made available by Veronafiere and/or Exhibitors on the Platform (in whole or in part) or otherwise exploit them (either free of charge or against payment) in a manner not permitted by law; iii) circulate or make available, reproduce or copy trademarks, including de facto trademarks, logos, graphics and images on the Platform or product names or company names that may be mentioned on the Platform that belong to their respective owners; iv) hack, decompile or disassemble the Platform code, reverse engineer it or attempt in any way to discover its source code; v) engage in conduct that may compromise the security of third party systems and/or equipment, harm Platform functions, interrupt its operation, interfere with its use by other Visitors or allow unauthorized access; vi) attempt to access the service using a method other than the software interface provided by Veronafiere.

7.3 Visitors undertake to notify Veronafiere promptly in the event that they become aware of unauthorized access to the Platform.

8 Warranty and liability of Visitors and limitations of liability of Veronafiere

8.1 In the event of violation of the dispositions of Article 7 above, Visitors will be solely liable and expressly indemnify Veronafiere or the owners of rights in relation to any claim made by third parties arising from the above-mentioned violation.

8.2 It is implicitly agreed that in such cases Veronafiere may, at its own discretion and without prior notice, take any action it deems necessary or even merely appropriate to protect its interests, including the removal of any content and blocking access to the Platform, without compromising any recourse envisaged by law, including the right to terminate this contract and request compensation for any damages sustained.

8.3 Veronafiere declines any and all liability, to the fullest extent permitted by law and with the sole exclusion of hypotheses attributable to wilful misconduct or gross negligence on its part, for any and all, direct or indirect damages that Visitors may sustain as a consequence of or in relation to access or use of the Platform.

8.4 Visitors also acknowledge that the Platform and services, except as required by law, are provided by Veronafiere and accepted by Visitors in the status in which they are found ("as are" and "as available") and that their use takes place at risk and hazard of Visitors themselves. Veronafiere does not offer any warranty that the Platform and services are convenient, safe or error-free, nor does it offer any assurances as to the results expected, hoped for or obtained through their use.

9 Express termination clause

9.1 Veronafiere reserves the right to terminate this contract pursuant to Article 1456 of the Italian Civil Code by means of simple written communication to Visitors if Visitors do not fulfil even one of the obligations envisaged in Article 7, as well as those envisaged by Articles 3.2, 4.2 and 5.2 item c).

10 Applicable law and place of jurisdiction

10.1 This contract is subject to Italian law.

10.2 Any disputes regarding the interpretation, execution and/or validity of this contract will be referred to the exclusive competence of the Court of Verona, even in derogation of rules relating to territorial jurisdiction. However, any mandatory legal requirements concerning the protection of Visitors who qualify as "consumers" will be upheld.

11 Modification of the contract

11.1 Veronafiere reserves the right to modify this contract at any time and in such an eventuality will provide suitable advance notice to Visitors, without compromising their right, pursuant to Article 3.3 of this contract, to withdraw from the contract itself.