

MARMOMAC PLUS

TERMS AND CONDITIONS OF USE OF THE PORTAL (February - December 2021)

INTRODUCTION

Starting in 2021 with the aim of expanding the MARMOMAC Community by facilitating communication, promotion and meetings of sector exponents, Veronafi S.p.A. (hereafter also Veronafi or the Organizer) is pleased to launch MARMOMAC PLUS, a portal open to all companies in the sectors covered by MARMOMAC's trade categories. (See Annex A).

1) DEFINITIONS

"Portal" means the online environment hosting the digital functions of MARMOMAC PLUS, organized with a complex of software, programs, applications and related services by Veronafi S.p.A. with registered head office in Viale del Lavoro 8, Verona (Italy).

"Regulations" shall mean these General Contractual Conditions.

"Organization" means the owner of the organisation of MARMOMAC PLUS and its brand, namely Veronafi S.p.A.

"Subscriber" means the company registering with the Portal on stipulating the contract with the Organizer for the publication and promotion of company content on the Portal and services related to MARMOMAC PLUS.

"Company contact person" means the person who administers the company profile/company Brandroom on the MARMOMAC PLUS Portal.

"Visitor" means the user who, after registering, accesses the Portal exclusively reserved for trade sector professionals.

"Staff" means registered users of the Portal associated with the Subscriber as part of the corporate team. Only the person identified as "Chat Manager" among all the members of the Subscriber's Staff can respond via chat to manage web and App conversations.

"Chat" means one of the functions available to logged-in users. Chat is one-way: i.e. only a Visitor as user can start a Chat with the Subscriber who will display the registration data released by the Visitor in the "my contacts" section.

"Chat Manager" means a special member of the Staff appointed by the Subscriber to manage conversations.

"Brandroom" means the Subscriber's corporate page including personal data, products, projects and, from 15 April 2021, digital events.

"Digital Events" mean events organized by the Subscriber (e.g. Streaming video conferences, webinars, podcasts, etc.) transmitted through a platform of its own choice (by way of example but not limited to: Zoom,

Teams, Skype, Google Meets, Whereby, etc.).

"**Veronafiere Reserved Area**" means the back-end environment accessed by the Subscriber to upload data and view or purchase additional e-commerce services.

2) PORTAL ADMISSION/REGISTRATION REQUIREMENTS - DURATION AND ACCESS

The MARMOMAC PLUS Portal is a virtual venue exclusively for the natural stone industry and its Community of professionals and reference operators. In order to safeguard the specialist content and nature of the Portal, the Organizer reserves the right, at its complete discretion, to accept or reject registration applications, providing reasons for its decisions in case of non-acceptance.

Only companies whose activities fall within the trade categories listed in Annex A to these Regulations may register, i.e. the following products and/or services: marble, natural stone and granite, agglomerates and conglomerates, the holy arts, artistic steel and bronze; machinery and equipment, means of transport and hoisting/lifting, abrasives, diamond tools, chemicals and accessories for the natural stone industry; IT, publishing, organizations, associations and services.

All Italian and foreign producers, traders, organizations, institutions or consortia operating in the trade sectors indicated in Annex A are admitted to the Portal.

Access to the Portal will be available to Subscribers as of 15 February 2021 and until 18:00 (CEST) on 31 December 2021 to upload and publishing data relating to company profiles, products and projects.

Uploading and publication of digital events organized by Subscribers will be active as of 15 April 2021 and until 18:00 (CEST) on 31 December 2021.

The Portal will be online as of 10:00 (CEST) on 15 March 2021 until 18:00 (CEST) on 31 December 2021.

The Chat service will be available from 10.00 (CEST) on 01 September 2021 and until 18 (CEST) on 31 December 2021.

3) TAKING PART 2021

In order to take part in MARMOMAC PLUS 2021, the Organizer will provide the Subscriber with an Administrator account and access credentials, which the Subscriber will be required to keep confidential. It is expressly forbidden to transfer the credentials provided by the Organizer to subjects other than the Subscriber in question. The Subscriber is also required to control access to its devices, accepting liability for all activities that may be carried out through its account and its login credentials.

The Subscriber is required to ensure that data provided and uploaded to its account are correct and complete, while also undertaking to update its profile promptly if any changes occur.

The Organizer reserves the right to prevent access to MARMOMAC PLUS 2021 and its services, suspend or close an account and remove or modify the contents at its discretion in the event that the Subscriber infringes

applicable legal dispositions, these Regulations or the corporate policies of Veronafiery.

4) REGISTRATION for MPLUS 2021 PROMO PASS PACKAGE

The **PROMO PASS MARMOMAC PLUS 2021** package includes:

- the creation of a Brandroom, including a company fact file, logo or profile image, photo or video for the cover of the company profile;
- uploading an unlimited number of products belonging to the macro-category in which the Subscriber is registered;
- uploading an unlimited number of projects to which the Subscriber has contributed;
- uploading an unlimited number of digital events organized by the Subscriber starting as of 15 April 2021 until the expiry of the current subscription on 31 December 2021.
- the registration of n.1 Company contact person to administer the profile;
- the registration of n. 5 Staff tickets and assignment of the Chat Manager role to one of them;
- access to the Chat feature: the Subscriber can be contacted via Chat directly by registered Visitors for private requests (e.g. request to send samples, offer quotes, etc.); the Subscriber will view data released by the Visitor during registration;
- access to free digital events organized by Marmomac;
- promotional activity of the contents hosted on the Portal through digital campaigns involving all Marmomac channels and the main national and international sector portals;
- scheduled Newsletters sent to the Marmomac Community Database.

Registration for MARMOMAC PLUS 2021 is a pre-qualification condition for taking part in the MARMOMAC 2021 exhibition, scheduled in Verona 29 September-2 October 2021; it will therefore be possible to register for MARMOMAC 2021 only after completing registration for MARMOMAC PLUS 2021.

5) COST - EXPIRY - WITHDRAWAL - RENEWAL OF THE SERVICE

The cost of subscription to MARMOMAC PLUS 2021 is €115 + VAT (if applicable) for each registered company and includes the package of services described above, together with the communication and promotion activities of the Portal implemented by Veronafiery S.p.A. through its own channels. The subscription can be paid for by credit card or bank transfer. Payment by credit card ensures immediate use of the service. If payment is made by bank transfer, the Service will be activated on receipt of the amount due to Veronafiery

S.p.A.

The payment of the registration fee of €115 + VAT (if applicable) gives access to the MARMOMAC PLUS 2021 Portal until 18:00 (CEST) on 31 December 2021.

It will be possible to renew subscriptions to MARMOMAC PLUS 2022 by purchasing the service as of 01 December 2021.

Unless the subscription is renewed, the service will be deactivated on expiry.

All digital events published by the Subscriber can be scheduled for the dates covered by the subscription. Any transfer of the event to a later date will require the renewal of the subscription (e.g. if the Subscriber intends to move the event from 15 December to 15 January the following year, the subscription must be renewed).

In the event of cancellation of the subscription to MARMOMAC PLUS or of any other termination of the relationship with Veronafiere, the digital events service will expire at the same time without the possibility of any refund, except as expressed by the right of withdrawal.

The withdrawal of the Subscriber from the Portal must be communicated promptly to Veronafiere in writing by registered letter with return receipt or certified email.

In particular:

- In the event of formal withdrawal within 15 days of signing this contract, the Organizer will return to the Subscriber the sum already paid as the registration fee, which amounts to €115 + VAT (if applicable);
- In the event of withdrawal communicated after 15 days from signing this contract, the Organizer will retain the entire amount already paid by the Subscriber as registration fee, which amounts to €115 + VAT (if applicable).

6) ADDITIONAL SERVICES FOR PURCHASE VIA E-COMMERCE

Subscribers can purchase optional services in e-commerce mode by logging into the Veronafiere Reserved Area with their credentials. The type of services on offer may include, by way of example but not limited to, promotion and communication services, networking and business meeting services, other digital initiatives organized by MARMOMAC not specified in this contract and the purchase of additional virtual spaces on the Portal.

7) UPLOADING AND SHARING CONTENT

Registration with the MARMOMAC PLUS Portal allows Subscribers to upload information relating to their companies, including company fact files, products, projects and digital events.

In relation to such uploads, it is expressly forbidden for Subscribers to upload materials or content:

- against the law, deceptive, discriminatory or fraudulent;
- contrary to or in violation of the rights of other users, including intellectual property rights.

It is expressly forbidden for Subscribers to upload viruses or harmful codes or carry out activities that may disable, overload or prevent correct functioning of the software and the Event.

It is expressly forbidden for Subscribers to access or collect personal data using automated means or attempt to access data that the exhibitor is not authorised to access.

Subscribers are expressly forbidden from uploading photos and/or videos of products that are not included in MARMOMAC'S trade categories. (See Annex A)

Veronafiere S.p.A. reserves the right at its complete and final discretion to remove contents uploaded by Subscribers that infringe the dispositions of the clauses in these Regulations.

Subscribers remain the owners of the intellectual and industrial property rights associated with or related to the content they upload to MARMOMAC PLUS (such as, merely by way of example, copyrights or trademarks). However, by uploading content to company-personal profiles and/or messaging/Chat services, Subscribers grant Veronafiere S.p.A. a license to use such content without charge. The foregoing license is granted to Veronafiere S.p.A. for as long as a Subscriber is registered with MARMOMAC PLUS and for purposes strictly connected to the Portal.

In particular, when a Subscriber uploads and/or shares content protected by intellectual or industrial property rights, it grants Veronafiere S.p.A. a non-exclusive license, not subject to royalty and valid worldwide, for the transmission, use, distribution, modification, execution, copying, public execution, sharing or viewing and translation of its contents.

Subscribers can modify or delete their content from profiles for the entire duration of their subscription until 18:00 (CEST) on 31 December 2021.

As regards digital events, if Subscribers intend to make data about the speakers involved public, they must declare that they have informed and acquired the consent of their customers or partners involved concerning the use of their data. Subscribers also declare that whatsoever is indicated in the event fact file is in harmony with the mission of Marmomac as an international event focusing on business in the world of natural stone and that the initiative only involves purposes permitted by law. If the requirements referred to in the previous point are not met, Veronafiere S.p.A. is authorized to cancel the digital event from MARMOMAC PLUS and consequently from the calendar of events and not to authorize the publication of further events involving the same Subscriber, which also jeopardizing the possibility of taking further part in MARMOMAC PLUS.

8) OBLIGATIONS OF THE SUBSCRIBER

Subscribers expressly undertake not to engage in any of the following conduct on the MARMOMAC PLUS

portal:

- falsify personal identity or identities of staff;
- transmit or promote any material or links with obscene, vulgar, fraudulent, defamatory, libellous, threatening, confidential, illegal or otherwise reprehensible content;
- molest, harass, threaten, embarrass or cause difficulties or inconvenience to other users and all natural or legal persons;
- spread viruses, "trojans", logic bombs, worms, harmful components or other instruments that may cause the destruction or failure of the support media and the IT system;
- promote chain letters or pyramid correspondence schemes, send or transmit any type of unsolicited promotional material or any other form of unsolicited invitation;
- infringe the right to protection of personal data and any other personal right of any natural or legal person;
- implement illegal IT activities intended to retrieve data for which right of access is not authorised, as well as any action having fraudulent purposes contrary to the purposes of the Portal itself;
- upload photos and/or videos of products not included in the Portal's trade categories;
- engage in behaviour that infringes current legislation in any way whatsoever.

Veronafiere S.p.A. reserves the right at its sole discretion to delete or block the profiles of users that infringe these Regulations and/or the rights of third parties and/or applicable law. The Subscriber undertakes to waive and hold harmless Veronafiere S.p.A. in relation to any and all demands, claims for damages, pretences or legal actions taken by third parties against Veronafiere S.p.A. deriving from violation - or in any case connected to it - by the Subscriber of these Regulations and/or third party rights and/or applicable law.

Subscribers are responsible for the content of any contribution published by them on MARMOMAC PLUS. Subscribers are solely responsible for the activities of their Staff and undertake to ensure that they comply with these Regulations.

Subscribers undertake to waive and hold harmless the Organiser from any and all direct or indirect jeopardy, damage or loss caused to the Organiser by the infringement by its Staff of these Regulations or applicable law. Subscribers can only send personal data strictly functional for using the Portal.

It is forbidden for Subscribers to send detailed data about themselves or third parties that reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data and/or biometric data intended to identify uniquely a natural person, data relating to a person's health or sexual lifestyle or sexual orientation. Any such details received in the course of registration and participation in the Portal will not be processed in any way.

It is forbidden for Subscribers to send/upload/share reserved and confidential information of third parties even as regards the disclosure of commercial data.

9) RIGHTS OF THE ORGANIZER AND EXCLUSION OF LIABILITY

The Organizer undertakes to ensure that access to the Portal is provided without interruptions and without loss of service. However, given the nature of the Internet and software, uninterrupted access and the absence of disservices cannot be assured. In this regard, the Organizer cannot in any way be held responsible for any disservices, malfunctions, failures, errors, interruptions and suspensions in the supply of Portal services. The Organizer reserves the right to suspend or limit access to the Portal on occasions to allow repairs, maintenance or implementation of new activities or services.

The Organizer cannot in any way be held liable for any (i) loss of data that is not a direct consequence of the violation by the Organizer itself of these Regulations or applicable law or (ii) loss of business opportunities (including lost profits, revenues, contracts, presumed savings, data, goodwill or unnecessarily incurred expenses) or (iii) any other indirect or consequent loss that was not reasonably foreseeable when the Subscriber began using and taking advantage of the Portal. The Organizer may not in any way be held liable for any violations by third parties and/or users of MARMOMAC PLUS of users' rights, including but not limited to intellectual and industrial property rights. For this reason, the Subscriber is responsible for obtaining all industrial property rights and taking all appropriate measures to protect its rights.

10) CHANGES TO THE SERVICE / CHANGES TO THE TERMS OF USE OF THE PORTAL

The Organizer reserves the right to modify at any time the services of MARMOMAC PLUS, the policies for using the Portal and related services and these Regulations. If any disposition in these Regulations is deemed invalid, void or inapplicable for any reason, this condition will not affect the validity and effectiveness of the other dispositions.

11) THIRD PARTY SOFTWARE

MARMOMAC PLUS uses third party software. In relation to this software, the Organizer cannot in any way be held liable for any disservices, malfunctions, failures, errors, interruptions or suspensions that may arise for any reason whatsoever.

The owners of the above-mentioned software may suspend or limit its operation on occasions to allow repairs, maintenance or the implementation of new activities or services.

12) PROHIBITIONS AND MISCELLANEOUS

Subscribers may display the title of "MARMOMAC PLUS Subscriber" for the entire duration of this Agreement

and use the pertinent graphics made available by the Organizer (hereafter, the "Graphics").

Subscribers are forbidden to make any and all use of the Graphics that do not comply with the dispositions of this Agreement nor to use trademarks, logos, brands owned by the Organizer other than the Graphics provided by the Organizer itself. In any case, the Organizer reserves the right to revoke the license to use the Graphics at any time and without prior notice and to require the Exhibitor to cease using the Graphics immediately, except for and without compromising the Organizer's right to compensation for damages deriving from the use of the Graphics by Subscribers not in compliance with the dispositions in these Regulations.

Subscribers are forbidden to register and/or use identical or similar trademarks which may be confused with the Organizer's Graphics or that include these Graphics.

It is forbidden during MARMOMAC PLUS to promote, in any form, the sale, presentation or promotion of competing trade fairs or digital platforms. The Organizer has the right to prevent access to any Subscriber who infringes this clause, retaining the amounts paid by the Subscriber by way of penalty, except for the right to compensation for higher damages..

13) APPLICABLE LAW AND PLACE OF JURISDICTION

These Regulations and the contract are governed by and must be interpreted in accordance with Italian law. Any and all disputes arising from/related to the interpretation, execution, application and/or termination of these Regulations and the contract or else concerning MARMOMAC PLUS and the use of related services are subject to the exclusive jurisdiction of the Court of Verona.

14) PRIVACY

Personal data relating to the Subscriber and subjects referable to said data will be processed by the Organizer as Data Controller in compliance with the current legislation on the protection of personal data and in accordance with the information pursuant to and for the effects of Articles 13 and 14 of Regulation (EU) no.2016/679, which the Subscriber undertakes to view and make available to all subjects whose personal data are transmitted to Veronafiere.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Subscriber specifically approves the following clauses:

- 1) Definitions
- 2) Portal admission/registration requirements - Duration and access to Marmomac Plus
- 3) Taking part 2021

- 4) Registration for Portal services in use for Marmomac Plus
- 5) Cost - expiry - withdrawal - renewal of the service
- 6) Additional services for purchase via e-commerce
- 7) Uploading and sharing content
- 8) Obligations of the Subscriber
- 9) Rights of the Organizer and exclusion of liability
- 10) Changes to the service / changes to the terms of use of the Portal
- 11) Third Party Software
- 12) Prohibitions and miscellaneous
- 13) Applicable law and place of jurisdiction
- 14) Privacy