

This document has been translated into English strictly for informative purposes. The original Italian version will prevail in case of any disputes.

## **Terms and Conditions iPad READY-to-ORDER app**

Release date: 13<sup>th</sup> April 2016

### **Object**

These Terms and Conditions (hereinafter the "Terms") concerning READY-to-ORDER, the iPad application for order collection (hereinafter "APP") realised by FieraDigitale Srl (hereinafter "Company"), a subsidiary of Pitti Immagine Group, that manages the e-PITTI.com platform. Using the APP, you agree to be bound by these Terms.

### **Personal Data Processing**

With the use of the APP you authorise the processing of personal data by the Company and the companies of the Pitti Immagine Group, in compliance with the regulations on privacy and security (Legislative Decree 196/2003 Code for the protection of personal data) for the sole purposes related to the provision of the services provided by the APP. The Company will also process your data for the purposes of analysis, monitoring and improving the quality of service offered.

*Account:* the Company collects and associates information with your account such as your name, email address, phone number and physical address.

*Services:* when using the APP, the Company stores, processes and transmits your files (including structure data and email) and the data relating thereto. If you provide access to your contacts, the Company will store them on its servers so you can use them. This way you can easily perform operations such as share files and send emails.

*Use:* the Company reserves the right to collect data from and about the devices you use to access the APP. This includes data such as the IP address, the device used and identifiers associated with your device. Your devices (depending on their settings) may also transmit location data to the APP.

*Cookies and other technologies:* we use technologies such as cookies e tag pixel to provide, improve, protect and promote the APP.

### **Data Sharing**

The Company reserves the right to share the data with other companies in the Pitti Immagine Group, but these will not be ceded to advertisers or other third parties.

*Laws and law enforcement:* the Company reserves the right to disclose your information to third parties when deciding that such disclosure is reasonably necessary to (a) comply with the law; (b) protect any person from death or serious injury; (c) prevent fraud or abuse against the Company or its users; or (d) protect the property rights of the Company.

### **Security and Storage**

*Security:* The Company is responsible for keeping your data safe and verifying any vulnerabilities. It will also continue to implement functions for the security of your data.

*Storage:* The Company will retain the data files in the APP as long as is necessary to provide the service. If you delete your account, we will delete this data. But keep in mind that: (1) there may be delays in the elimination of such data from our servers and from backup storage; and (2) this data can be stored, only under reasonably necessary measurements and time frame, in order to comply with our legal obligations, also of a fiscal nature, resolve disputes and enforce the contract.

**Content and Permissions**

While using the APP, you provide the Company with content, contact details and other information that may be managed during navigation. All uploaded material is considered and remains your property. The APP allows you to share files and information with others; pay attention to what you share.

**Responsibility and Copyright**

You are responsible for your conduct and for the material you share with others, even non-subscribers to the service. The contents found in the APP may be protected by the intellectual property rights of others. Do not copy, upload, download or share content if you do not have the right to do so. We reserve the right to delete or disable content representing alleged violations and to terminate accounts of users who repeatedly violate the copyright.

We reserve the right to examine your conduct and your content in order to achieve compliance with these Terms. The Company is not responsible for content posted by users and shared via the APP.

Carefully guard the password you use to access the APP, making sure it is not known to others. These Terms do not grant you any right, title or interest in the APP.

The Company is also not responsible of the information and commercial data generated by the APP. Any possible malfunction will be promptly resolved; however, in any case could lead to disputes related to incorrect information or commercial data generated by a wrong use of the user or technical errors.

You are responsible for the information and data uploaded on the APP as well as for those generated by it.

**Changes and New Versions of the Terms**

The Company has the right to modify at any time these Terms or release consecutive versions. Changes to the Terms and consecutive versions take effect for new users immediately upon their publication on the site e-PITTI.com.

In the event of changes to the Terms or release of a new version of the same, the Company will send you an email communication that links the changes or the new version of the Terms.

**Governing Law, Jurisdiction, and Arbitration**

Any dispute regarding the use of the APP and its functionality is governed by Italian law. The jurisdiction is Italian and the competence will belong exclusively to the Court of Florence.