

## Terms of service

These Terms of Service (“**Terms**”) govern the access to and the use of the services of CIRCOLO ILLY (the “**Services**”), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “**Content**”). Your access to and use of the Services is conditioned on your acceptance of and compliance with the following Terms. By accessing or using the Services you agree to be bound by these Terms.

### 1. Terms of use

- 1.1. You are responsible for your use of the Services, for any content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.
- 1.2. You agree not to use the Services to:
  - a. Post, use or transmit Content that you do not have the right to post or use, for example, under intellectual property (trademarks, designs, models or patents, literary and artistic property rights, rights of personal status or copyrights), confidentiality, privacy or other applicable laws;
  - b. Post, use or transmit unsolicited or unauthorized Content, including advertising or promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of unsolicited or unwelcome solicitation or advertising;
  - c. Post, use or transmit Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Websites or Services or servers or networks connected to the Websites or Services, or that disobeys any requirements, procedures, policies or regulations of networks connected to the Websites or Services;
  - d. Post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;
  - e. Intimidate or harass another;
  - f. Use or attempt to use another’s account, service, or personal information;
  - g. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Services;
  - h. Attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Websites or Services, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the Websites or Services or any activities conducted through the Websites or Services;
  - i. Use any means to bypass or ignore measures we use to restrict access or use of the Services;
  - j. Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

In addition, you may not (and may not authorize another party to): (i) frame or otherwise co-brand the Services (for example, by displaying a name, logo, trademark or other means of attribution of a third party that is reasonably likely to give the user the impression that that third party has the right to display, publish or distribute the Website or Service); or, (ii) use any Service in any manner that could disable, overburden, damage or impair such Service, or interfere with any other party’s use and enjoyment of any Service.
- 1.3. CIRCOLO ILLY may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.
- 1.4. You are prohibited from using the CIRCOLO ILLY to advertise, perform or promote any commercial solicitation of good and or services.
- 1.5. You retain your rights to any Content you submit, post or display on or through the Services. Any time it is necessary, you must obtain from individuals the authorization to use their image or an element of their personality, and, in rights similar to copyrights, to film or photograph them, make drawings, recordings of audio or of their image or of any of the elements of their personality defined precisely in terms of time, space and for all types of media. By submitting, posting or displaying Content on or through the Services, you grant

us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed) without giving rise to any payment obligation on CIRCOLO ILLY's part.

- 1.6. You agree that this license includes the right for CIRCOLO ILLY to make such Content available to other companies, organizations or individuals who partner with CIRCOLO ILLY for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.
- 1.7. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.
- 1.8. You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners.
- 1.9. CIRCOLO ILLY will not be responsible or liable for any use of your Content by CIRCOLO ILLY in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit. Thus, you commit from this point forward that all Content submitted to CIRCOLO ILLY shall be original, completely available and will not give rise to disputes, in Italy or abroad, involving statutory law or advertising codes of conducts.
- 1.10. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of CIRCOLO ILLY and its licensors. The Services are protected by copyright, trademark, and other laws of both the Italy and foreign countries. Nothing in the Terms gives you a right to use the CIRCOLO ILLY name or any of the CIRCOLO ILLY trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding CIRCOLO ILLY, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **2. Restrictions on Content and Use of the Services**

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of CIRCOLO ILLY, its users and the public.

## **3. Disclaimer of Warranties and Limitation of Liability**

- 3.1. This site is provided on an "as is" and "as available" basis.
- 3.2. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. CIRCOLO ILLY will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that CIRCOLO ILLY has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CIRCOLO ILLY or through the Services, will create any warranty not expressly made herein.
- 3.3. Your access to and use of the Services or any Content is at your own risk. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

#### **4. Passwords**

- 4.1. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. CIRCOLO ILLY cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.
- 4.2. You will not provide any false personal information on CIRCOLO ILLY, or create an account for anyone other than yourself without permission.
- 4.3. You will not create more than one personal profile. If CIRCOLO ILLY disable your account, you will not create another one without CIRCOLO ILLY's permission.
- 4.4. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
- 4.5. You will not transfer your account (including any page or application you administer) to anyone without first getting CIRCOLO ILLY's written permission.

#### **5. Links**

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by CIRCOLO ILLY of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### **6. Waiver and Severability**

- 6.1. The failure of CIRCOLO ILLY to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Any amendment to or waiver of these Terms must be made in writing and signed by CIRCOLO ILLY.
- 6.2. All of CIRCOLO ILLY's rights and obligations under these Terms are freely assignable by CIRCOLO ILLY in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

#### **7. Controlling Law and Jurisdiction**

- 7.1. These Terms and any action related thereto will be governed by the laws of Italy without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Court of Trieste.
- 7.2. If anyone brings a claim against CIRCOLO ILLY related to your Content, you will indemnify and hold CIRCOLO ILLY harmless from and against all damages, losses, and expenses of any kind related to such claim.

#### **8. Benefits**

Joining CIRCOLO ILLY you will be able to enjoy all the benefits dedicated to registered members of CIRCOLO ILLY. One of these benefits is the free access to all the contents of the website [illy.com](http://illy.com) and other websites of 'ILLYCAFFE' and in particular to protected areas accessible with your own password thanks to a single sign-on service (it remains understood that you will be requested additional data if necessary and will be always able to freely decide whether to register or not in said specific areas).

#### **9. Entire Agreement**

These Terms, the CIRCOLO ILLY Rules are the entire and exclusive agreement between CIRCOLO ILLY and you regarding the Services (excluding any services for which you have a separate agreement with CIRCOLO ILLY that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between CIRCOLO ILLY and you regarding the Services.

These Services are operated and provided by ILLYCAFFE' spa con unico socio, Via Flavia 110, 34147 Trieste Italy