Terms and conditions of the "*SINGLE SIGN-ON*" on the AMILON portals

1. Definitions

The following terms, when used with a capital letter in the following, shall have the following meanings, it being understood that singular terms include plurals and vice versa:

a) "Amilon": Amilon s.r.l., C.F. and P. IVA 05921090964, enrolled in the Register of Companies of Milan under no. MI-1858746, with registered office in via Battaglia n. 12, 20127 - Milan, tel. +39 02 3655 9650, PEC amministrazione@pec.amilon.it, which allows Customers to browse the Portals in SSO;

b) "Customer": the user who registers on one of the Portals in order to use the *online* services provided by Amilon;

c) "Credentials": the credentials, i.e. e-mail address and password, which enable the Customer to authenticate on the Portals in SSO;

d) "Privacy Policy": a document containing the information that Amilon is required to provide as Data Controller pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR");

e) "Parties": Amilon and Client jointly;

f) "Portal": website, platform, application owned by Amilon (e.g. Monexia) through which the latter provides specific *online* services (e.g. sale of *gift cards*);

g) "SSO": the so-called "*single sign on*" or centralised authentication service, which allows the Customer to access several Amilon Portals with the same Credentials.

2. Terms and conditions of registration

2.1 In order to register with one of the Portals and navigate in SSO, the Customer must:
1) read the Privacy Policy;
2) enter your *e-mail* address and, once you have received the code, fill in the space provided to verify this *e-mail*
a) address;
3) complete the registration *form by* providing the identification data requested therein;
4) choose the *password*, in accordance with Article 3.2 3.1; 3.2
5) accept these terms and conditions *by ticking* the relevant box;
6) click on '*create*'.

2.2 Once registered, the Customer, when accessing each Portal for the first time, must accept the specific general terms and conditions of contract in order to be able to take advantage of the relevant services; at this time, he may also consent to the processing of his personal data for generic and profiled *marketing* purposes.

2.3 The Customer may request the deletion of his/her profile at any time by contacting Amilon - at privacy@amilon.eu or at the contact points referred to in Article 1, letter a)a)a)a) - which, within 14 (fourteen) working days from receipt of the request, will proceed with the deletion and disable access to the profile. The cancellation of the profile implies the impossibility of using the services on the Portals.

2.4 Amilon provides the Customer with a dedicated contact point https://amilon.eu/contact-us for any technical support requests and reports, without making any commitment regarding the availability and speed of response to such support requests.

3. Use of Credentials and related responsibilities of the Customer

3.1 Each customer may not activate more than one account.

3.2 The User is obliged to choose a *password that is* not easy to find and to change it periodically, not less than once every 90 days.

3.3 The Credentials are strictly personal (*i.e. they* refer exclusively to the Customer) and cannot be transferred by the latter to third parties. The Customer is obliged to guard the Credentials with the utmost diligence and to keep them confidential in order to prevent their use by unauthorised third parties.

3.4 If the Customer becomes aware of any unauthorised access via the Credentials and/or has reason to suspect that the Credentials have been stolen, he must:
- change your *password by* following the password wizard available on each Portal; and
- report the incident to Amilon by contacting the technical support service referred to in Article 2.5.

3.5 If the Credentials are lost, the Customer may recover them by following the instructions given during authentication, without prejudice to the provisions of the preceding paragraph.

3.6 The User will be liable for any damage caused to Amilon and/or third parties as a result of the use of the Credentials, even if performed by unauthorised persons, as a result of the failure to comply with the provisions of the preceding paragraphs, and agrees to indemnify and hold Amilon harmless from any claim, including damages, arising directly or indirectly from such use.

4. **Additional obligations and guarantees of the Customer**

4.1. In addition to the specific obligations referred to in Article 3, the Customer undertakes to comply with these terms and conditions and with all applicable laws and regulations, and therefore to refrain from any conduct *contrary to law* (including, but not limited to, conduct that may compromise the security of the systems and/or equipment of Amilon and/or third parties, allowing unauthorised access, providing untrue data).

4.2. The Customer:
- declares that he/she is of legal age;
- guarantees the truthfulness and correctness of the data entered during registration.

4.3. In the event of a breach of the foregoing, the Customer shall remain solely liable, and Amilon shall be expressly indemnified, with respect to any claims by third parties arising out of such breach. It is understood that in such cases, Amilon may take, at its own discretion and without prior notice, any action it deems necessary to protect its interests, including deletion of the profile, without prejudice to any remedy provided by law, including the right to claim damages.

5. **Obligations and limitations of liability of Amilon**

5.1 Amilon processes the Customer's personal data as Data Controller in compliance with the *privacy* legislation, including the GDPR and Legislative Decree 196/2003 ss.mm.ii, and in accordance with what is indicated in the Privacy Policy, undertaking to implement technical and organisational measures appropriate to the risk pursuant to Article 32 of the GDPR.

5.2 The Customer acknowledges and accepts that the operation of the SSO may be subject to suspension or interruption, in whole or in part, for reasons beyond Amilon's control - such as, but not limited to, slowing down, congestion and/or overloading of the system, the internet access network, tampering or unlawful intervention by third parties - without this entailing any liability for Amilon, or that the Customer is owed anything whatsoever.

5.3 The Customer also acknowledges that the operation of the SSO may be suspended by Amilon, even without notice, if necessary to ensure corrective or evolutionary maintenance, as well as in case of emergencies or security threats. Amilon will in any case take care to restore functionality in the shortest possible time, to minimise the risk of disruption of any kind.

5.4 Except in cases of intentional misconduct and gross negligence, Amilon assumes no liability for the abusive, improper, imprudent, inaccurate or inappropriate use of the Credentials, considering also the Customer's duty of care as well as the obligation to use the Credentials on a strictly personal basis as per Article 3.3.

6. **Applicable law and competent court**
6.1 The contract shall be governed by Italian law and shall be interpreted in accordance with it, without prejudice to the applicability of the mandatory rules of the legislation of the country in which the Customer, as a consumer, has his residence or domicile.

6.2 All disputes relating to the contract between the Parties shall be subject to the exclusive jurisdiction of the Court of Milan, unless the Customer is a "consumer" within the meaning of the sector legislation; in this case, the Customer

may also take action, alternatively, before the judge of the place of his/her residence or domicile.

7**. Provision of legal documentation**

7.1 These terms and conditions, as well as the Privacy Policy, can be consulted at all times via the *footer of* the Portals and downloaded in PDF format, in addition to being made available to the Customer at the time of registration as per Article 2 and in his personal profile.