

General terms and conditions

These general conditions (hereinafter: "General Conditions") govern the terms and conditions under which the customer (hereinafter: "Customer") may use the website **www.giftiamo.com** (hereinafter: "Site"), owned by Amilon s.r.l. headquartered in Milan, via Battaglia, no. 12, registered in the Milan Companies' Register under no. MI-1858746, VAT no. 05921090964 (hereinafter: "Amilon") in order to purchase Gift Cards offered by the latter, containing a scaled credit spendable at the Stores indicated by a Merchant.

1. Definitions

1.1. Words and expressions marked with a capital initial letter shall have the meaning specified in this article, or from time to time in these General Terms and Conditions, it being understood that plural terms always include singular terms and vice versa:

Account: user profile of the Customer registered on the Site.

Gift Card: a bearer credit instrument, represented by a unique code/identification, recognized and expendable at the Stores indicated by the Merchant, shown on any physical or digital medium.

Material: the Merchant's texts, images, trademarks or logos.

Merchant: company that issues Gift Cards of varying amounts, expendable in the indicated Stores.

Stores: stores, physical and online (e-commerce), of the Merchant or third parties that the Merchant uses to sell its products to the public and that accept Gift Cards as a means of payment.

Order: the order placed by the Customer with Amilon for the purchase of a specific number of Gift Cards, via the Site.

Parties: the Client and Amilon.

2. Site registration procedure

2.1. To register for the Site, the Customer shall:

- a) fill out the registration form in the appropriate section of the Site, providing the required identifying information;
- b) enter your e-mail address and choose a password;
- c) give their consent to adhere to the General Conditions by ticking the appropriate flags;
- d) read the privacy policy and, if necessary, give the required consents by checking the appropriate flags.

2.2. The Customer warrants that any and all information rendered as part of the registration process under this Article 2 is true, accurate, complete and current. If the Customer provides false, not current, incomplete personal data, based on Amilon's discretion, Amilon reserves the right to prevent the Customer from accessing the Site by deactivating and/or deleting the Account(s) created by the Customer.

2.3. The Customer declares that he assumes full and exclusive responsibility for the secrecy of the access credentials to his Account. He, therefore, remains solely responsible for any activity that is performed by means of his Account and is liable for damages resulting from the improper use of the access credentials referable to him by third parties, any use of the Site and its contents in violation of the General Conditions, as well as the

content of the information he has entered on the Site, recognizing himself as the sole responsible party. Should the Customer become aware of any unauthorized use of the access credentials referable to him/her, he/she shall immediately report the incident to Amilon. In this case, the Customer must immediately change his password, following a special wizard at the Site.

2.4. Customer may request cancellation of its Account at any time by notifying Amilon by e-mail at refund@amilon.eu and specifying in the subject line "registration cancellation request". Within 48 (forty-eight) hours of receipt of the request made by the Customer, Amilon will execute the cancellation and disable access to the Account.

e) confirm through the OTP (one time password) system the correctness of the data entered and activate, in this way, their account;

3. Method of purchasing Gift Cards

3.1. To purchase Gift Cards, the Customer shall formulate an Order by selecting the Gift Cards of its interest, the relevant amount expressed in euros, the desired quantity and then proceed to the relevant payment, through the means of payment indicated for this purpose.

3.2. Before proceeding to payment, the Customer will be required to verify the correctness of the data entered in the Order. Amilon shall not be held responsible in any way for the correctness of the data entered and shall not be obligated to repeat any service performed in favor of a person incorrectly indicated by the Customer.

3.3. In the event of a purchase made in favor of a third party, the Customer must include in the Order the data of the recipient of the purchase, declaring that he has full legitimacy to use the data of such third party and assuming in this regard all exclusive responsibility.

3.4. During the payment phase, the Customer may be redirected to a web page other than the Site in order to complete the transaction; in such cases, Amilon cannot be held responsible for the proper functioning and security levels set up by such sites for the execution of the payment transaction. 3.5. The Order shall be considered as a contractual proposal of purchase addressed to Amilon by the Customer. Each individual contract shall be deemed to be finalized at the time Amilon processes the Order. 3.6. The Order will generally be processed within 48 (forty-eight) hours of its submission, except for any delays in crediting that depend on the payment system used by the Customer or the Customer's and/or Amilon's banking institutions. 3.7. After ordering payment by submitting the Order and after Amilon has processed the Order, the Customer will receive a communication at the indicated e-mail address containing a link to view and download the code of the Gift Cards purchased on the personal page of the Site dedicated to its Account. 3.8. The Customer may proceed with the purchase of Gift Cards even without previously registering with the Site, entering an e-mail address and billing information. In this case, however, the link referred to in Article 3.7 will send the Customer back to the page containing the login and/or registration form: at this point, in order to view the code of the purchased Gift Cards, the Customer must proceed to registration or login. 3.9. It is understood that for the purposes of withdrawal under Article 5, by accessing the link and downloading the code pursuant to Article 3.7, the purchased Gift Cards shall be deemed to have been used by the Customer.

4. Fees

4.1. All sales prices on the Site are in euros (€) and include VAT, where due. 4.2. If there are sales prices in different local currencies on the Site, the relevant price in euros (€) will be specified during the purchase phase. 4.3. Amilon will make the Gift Cards available to the Customer, at the personal area referring to its Account, only after receiving payment of the total amount due. 4.4. The payment receipt will be sent to the e-mail address entered during payment, while the Order receipt can be downloaded in the personal area of the Site referring to one's Account.

5. Right of withdrawal

5.1. The Customer has the right to withdraw, without any penalty and without specifying the reason, within 14 (fourteen) days after Amilon, in execution of an Order, has made the Gift Cards available. The right of withdrawal referred to in this paragraph shall remain expressly excluded and its exercise shall not be possible if the Customer has used, pursuant to Article 3.9, the Gift Cards covered by the Order from which it intends to withdraw. 5.2. In order to exercise the right of withdrawal, if the period referred to in the preceding paragraph has not elapsed and the Gift Cards object of the Order from which the Customer intends to withdraw have not been used in accordance with Article 3.9, the Customer must inform Amilon of its decision to withdraw, by sending to the service department, at the e-mail address refund@amilon.eu, the withdrawal form found on the website <https://amilon.com/return-order/>. 5.3. Following the procedure described in paragraph 5.2 above, the Customer will receive an e-mail confirming the withdrawal, containing the Order number and the value of Gift Cards previously purchased. 5.4. In case of withdrawal properly exercised according to the procedure described in this Article 5, Amilon will provide for the re-credit to the Customer of the value of the same, without undue delay and, in any case, no later than 14 (fourteen) days from the receipt of the notice of withdrawal by the Customer. The refund will be made using the same method of payment used by the Customer at the time of purchase.

6. Method of use of Gift Cards

6.1. Gift Cards may be spent within the term specifically stated on the same, to purchase goods and services at Merchant Stores that accept Gift Cards as a mode of payment, subject to the conditions of use established by the Merchants themselves and stated on each Gift Card. It is the Customer's responsibility to check in advance which Stores accept Gift Cards and what are their conditions of use. 6.2. If available credit is not sufficient to fully execute the purchase, there is no guarantee that all Merchants will allow Gift Cards to be used in conjunction with other payment methods. The Customer must ensure that the available credit on the Gift Cards is sufficient for the purchases it intends to make.

7. Obligations of the Client

7.1. At the time of placing the Order, in the head of the Customer arises the obligation to pay the amount due for the purchase of Gift Cards. The amount will be indicated in the summary of the Purchase Order. The Customer hereby acknowledges that in default of payment, Amilon will not be able to perform its service of selling the Gift Cards.

7.2. The Customer is required to keep the Gift Cards safe, with care and diligence. This means that it will be necessary to take all reasonable measures to prevent their loss, theft, or misuse. In particular, the risk of loss, theft, or misuse of the Gift Cards is transferred to the Customer upon receipt of the Gift Cards themselves, therefore, in such cases Amilon shall not be liable in any way and, since they are not nominal cards, in the cases mentioned, the credit on them will not be refunded.

7.3. No form of use of the Material by the Client is permitted without the Client having received prior authorization from Amilon to that effect. By way of example only, the Client may not modify and/or use the Material either for promotional purposes, references, or for advertising purposes of any kind. Such requests shall be handled through specific and separate agreements to be made by the Client with Amilon.

7.4. Customer agrees to indemnify and hold Amilon harmless from any and all claims, demands, losses, costs, burdens, liabilities and/or detrimental consequences arising to it from actions and claims asserted by third parties and/or Merchant against Amilon, which are consequent to improper and/or unlawful use of the Gift Cards and/or Materials made by Customer.

8. Processing of personal data

8.1. Amilon undertakes to comply with any obligation under Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 concerning the "protection of individuals with regard to the processing of personal data and the free movement of such data" (so-called "GDPR"), as well as relevant national regulations and the orders of the Data Protection Authority.

8.2. The Customer agrees to the processing of personal data in accordance with the privacy policy, which can be consulted on the Site and the consents given during registration on the Site.

8.3. In any case, it is understood that the data will be processed in accordance with principles of lawfulness and fairness, in such a way as to protect fundamental rights and freedoms, in compliance with technical and organizational measures adequate to ensure a level of security appropriate to the risk, by manual and/or automated means, in accordance with the provisions of the privacy policy of which the Customer declares to have read.

9. Intellectual and industrial property rights

9.1. All intellectual property rights relating to the Site and its content, logos, trademarks and any distinctive sign of Amilon are and remain the exclusive property of Amilon. Therefore, the Client is expressly prohibited from modifying, reproducing or using in any way the content, logos, trademarks and distinctive signs on the Site, as well as the editing, graphics, lay-out and "look and feel" of any web page on the Site.

10. Unilateral Account Suspension and Cancellation.

10.1. The Customer acknowledges and accepts that the use of the Site may be subject to suspension or interruption, in whole or in part, either to allow technical interventions of an ordinary or extraordinary nature, or due to force majeure or beyond Amilon's control. In any event, Amilon does not guarantee that the Site will always operate uninterrupted, timely, securely, or error-free.

10.2. Amilon reserves the right to suspend the provision of one or more features of the Site at any time and to cancel the registration to the Site, without any claim by the Customer, for any reason whatsoever, if, in its sole discretion, the Customer:

- a) violates the General Conditions;
- b) uses individual features of the Site for unlawful purposes or for the posting of unlawful or infringing content on the network.

11. Modification of the General Conditions and the Site

11.1. Any changes that Amilon may make, in its sole discretion, to the General Conditions will be posted on the Site and will become binding on Customer by virtue of its navigation on the Site.

11.2. Amilon also reserves the right to change the features, content and functionality of the Site, even without prior notice or prior acceptance of the Customer.

12. Warranties and limitations of liability

12.1. Amilon shall not be liable, in any capacity or manner whatsoever, for any consequences arising out of the relationship between the Client and the Merchant at whose Store the Gift Card is intended to be spent, or for any improper or non-compliant use by the Client with respect to the normal intended use of the Gift Cards

12.2. In any case, it is understood that these General Terms and Conditions govern only the purchase and sale of Gift Cards. Amilon shall not be liable, in any capacity or manner whatsoever, for any defects or flaws in the goods and services purchased with the Gift Cards, damages arising therefrom and the inability to use the Gift Cards due to causes or events not attributable to Amilon (e.g. unavailability of the Stores). In the event of a dispute regarding the purchase of goods or services through Gift Cards, such dispute shall be filed and resolved directly with Merchant and any refunds or returns shall be subject to Merchant's policies and applicable regulatory requirements. Customer expressly acknowledges and agrees that the ability to use Gift Cards may be temporarily suspended, for example, in the event of system maintenance by a Merchant and, in such event, Customer may not be able to make payments.

12.3. In any event, subject to the mandatory provisions of the law, Amilon's maximum limit of liability for any damages, for any reason whatsoever arising to Customer or third parties in connection with or in performance of the Order, shall not in the aggregate exceed the amounts actually paid by Customer pursuant to such Order.

12.4. Amilon also assumes no liability for indirect damages (including, but not limited to, loss of profits, business interruption, lost profits) suffered by Customer and/or third parties arising from the execution of the Order and/or the use of Gift Cards.

12.5. It is understood that Amilon shall not be liable for non-performance or delay of its obligations in the event that such non-performance or delay is due, directly or indirectly, to force majeure, by which is meant any event or circumstance totally beyond the control of Amilon itself.

13. Legislation and Jurisdiction

13.1. The General Conditions are subject exclusively to Italian law.

13.2 Without prejudice to the mandatory provisions of the law, including the regulations dictated for the protection of consumers, any disputes that may arise in the interpretation and execution of the General Conditions shall be the exclusive jurisdiction of the Court of Milan.

14. Communications and assistance

14.1 In order to submit communications and receive any clarifications regarding their Order and the use of Gift Cards, as well as to contact Amilon's support service, a page of the Site is made available to the Customer on which it is possible to fill out a special form accessible through the "Request Support" link in the footer of the Site. The Customer will be contacted at the e-mail address or telephone number indicated on the form.

15. Final Provisions

15.1. The General Conditions shall be deemed to be accepted in full by the Customer by registering on the Site and/or placing a Purchase Order.

15.2. The applicable General Terms and Conditions are those in effect on the date of registration on the Site or, where subsequently amended, those in effect at the time of browsing on the Site and which the Customer accepts pursuant to Article 11.1.

15.3 With specific reference to the provisions concerning the registration and use of the Site through its Account, the General Terms and Conditions shall have an indefinite term, commencing on the date on which the registration procedure is successfully completed by the Customer and until such time as the Customer requests the cancellation of its Account pursuant to Article 2.4, or Amilon orders its unilateral cancellation pursuant to Articles 2.2 and 10.

15.4 With specific reference to the provisions concerning the purchase of Gift Cards, the General Conditions shall last from the date of sending the Order until the performance of the services deduced therein.

The Customer declares to have read, understood and specifically accepted, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, and art. 33 of the Consumer Code, the following provisions: art. 2 - Procedure for registration to the Site; art. 3 - Method of purchase; art. 6 - Method of use of Gift Cards; art. 7 - Obligations of the Customer; art. 10 - Unilateral suspension and cancellation of the Account; art. 11 - Modification of the General Conditions and the Site; art. 12 - Guarantees and limitations of liability; art. 13 - Legislation and competent Court; art. 15 - Final provisions.