



Introduction

These guidelines have been drawn up to regulate the use of the functionality of the Joivy website owned by DoveVivo S.p.A., with registered office in Milan, Viale Monte Nero 6, Italy, VAT No. 00406960732 (hereinafter "**DoveVivo**").

This document should be carefully read. Users who use the Joivy website (hereinafter "**Users**") unconditionally accept that the following terms of use (hereinafter "**Terms of Use**") apply whenever the Joivy website is accessed, visited and/or used.

Applicability

The Terms of Use apply to all services offered to the User through the Joivy website. Note that the Terms of Use may be changed over time without notice from DoveVivo; these changes will come into effect and be deemed valid and applicable from the moment the amended Terms of Use are published on the Joivy website, even if the User has not personally viewed the document containing the new Terms of Use. Users are therefore invited to consult the Terms of Use on a regular basis, to check whether any changes have been made.

By accepting the Terms of Use, the User also states that he/she is duly authorised and of sufficient age to accept the Terms of Use and to act as indicated therein.

Information and responsibility

DoveVivo is not responsible for any loss associated with or arising from the use (or impossibility of use) of the Joivy website, including loss caused by viruses or attributable to vague, inaccurate or incomplete information, except where loss is caused exclusive by wilful misconduct or gross negligence on DoveVivo's part. Nor is DoveVivo responsible for loss arising from the use of electronic communications means, including e.g. loss deriving from the failure to offer (or to offer late) electronic communications, or from the interception or alteration of electronic communications by third parties or by computer programs used for electronic communications and for the transmission of viruses.

Anything that is published on the Joivy website for the attention and benefit of Users is informational in nature only and should not therefore be interpreted as a mandatory recommendation. DoveVivo accepts no guarantees, including e.g. (without limitation) guarantees on conditions, quality, marketability, suitability for a specific purpose and the absence of infringements.

Nor is DoveVivo liable to any party for the inappropriate use by Users of the Joivy website. Users agree that the Joivy website should be used for their primary purpose, consistently with all local, national and international legislative and regulatory provisions applicable, and Users agree not to use the service in a manner that is fraudulent, disruptive or that encourages money-laundering or any other illegal or inappropriate acts or conduct. Users agree to indemnify DoveVivo against any claim, demand, plea and/or application for compensation, including legal expenses, caused by and/or

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arising from an infringement of these Terms of Use or of any applicable legislative and regulatory provision or third-party right.

DoveVivo reserves the right at any time to make changes to and/or limit the use of and/or to add or remove functionality from the Joivy website, without prior notice to Users.

Third party information

Information provided by third parties represent the personal opinions of these third parties, who accept full responsibility in relation to them. DoveVivo assumes no responsibility for such contributions and/or information.

The hypertext links on the DoveVivo website may direct visitors to external websites managed by third parties. DoveVivo is not responsible for the content and functioning of these external websites. Nor is DoveVivo responsible for the quality of products or services that such websites may offer.

Intellectual property

Save as otherwise indicated, all intellectual property rights to the Joivy website, and to the information contained therein, are owned exclusively by DoveVivo. These rights include, for purposes of illustration, all copyrights, trade name rights, nominal marks, image marks and logos of DoveVivo.

Users are permitted to use the Joivy website and the information contained therein, and also to make copies thereof for personal use only, for example by printing or saving. The following, however, is forbidden: any other use of the Joivy website or of the information, e.g. by saving or fully or partially reproducing the Joivy website on any external website.

Severability

The partial invalidity of any one clause of the Terms of Use shall not trigger the invalidity of the Terms of Use in their entirety, which shall remain valid, enforceable and applicable. In these cases, the invalid provisions will be replaced by other legal provisions which reflect as closely as possible their original intent, and which preserve the content and meaning of these Terms of Use. The failure by DoveVivo to exercise any right envisaged by the Terms of Use shall not be tantamount to a waiver of that right.

Applicable law

The Terms of Use are subject exclusively to Italian law. The parties agree that the Court of Milan shall be the court of exclusive jurisdiction for any dispute arising from the use of the Joivy website, and from the application of the Terms of Use, and also for any disputes pertaining to their existence and/or validity.

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