

## TERMS OF USE OF THE DOVEVIVO WEBSITE AND APP

### INTRODUCTION

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

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

### APPLICABILITY

The Terms of Use apply to all services offered to the User through the DoveVivo website and/or the DoveVivo App. 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 DoveVivo website and/or on the DoveVivo App, 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 DoveVivo website and/or of the DoveVivo App, 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 DoveVivo 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 DoveVivo website and/or of the DoveVivo App. Users agree that the DoveVivo website and/or the DoveVivo App 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 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 DoveVivo website and/or from the DoveVivo App, without prior notice to Users. DoveVivo also reserves the right (without obligation) to investigate the use of the DoveVivo App and to exclude access to those who fail to comply with the Terms of Use.

### 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 DoveVivo website and/or to the DoveVivo app, 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 DoveVivo website and/or the DoveVivo app 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 DoveVivo website and/or of the DoveVivo app or of the information, e.g. by saving or fully or partially reproducing the DoveVivo website and/or the DoveVivo app 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 DoveVivo website and/or of the DoveVivo App, and from the application of the Terms of Use, and also for any disputes pertaining to their existence and/or validity.

#### FUNCTIONALITY RELATED TO SHARED EXPENSES/HOUSEHOLD JOBS IN THE DOVEVIVO APP

Alongside other functionality, the DoveVivo App also offers Users useful tools to simplify the management of the accommodation for anyone who shares an apartment subleased from DoveVivo. More specifically, Users who share an apartment can use the DoveVivo App to: (i) enter common expense items to be shared among Users; and (ii) schedule household jobs (hereinafter the "Additional Services").

Data entered by Users and shared by them on the DoveVivo App when utilising the Additional Services (hereinafter "Annotations") are to be understood merely as informal annotations and are not binding. The User agrees to use the Additional Services of the DoveVivo App honestly and to enter Annotations that are true, current and correct. However, DoveVivo does not guarantee the accuracy of Annotations entered by Users, and it provides the service without checking Annotations entered and without providing guarantees of any kind, express or implied.

Users can avail of Additional Services for free, at their discretion. DoveVivo is not responsible for any loss associated with or arising from the use (or impossibility of use) of the Additional Services, including loss attributable to any type of false, inadequate, untimely or inaccurate information contained therein.

The User understands and accepts, therefore, that Annotations are merely an informal way of sharing information between Users, and that Annotations related to common expense items do not constitute legally binding debts.

DoveVivo may keep track of the history of Annotations entered, and store those Annotations for the benefit of future Users. By accepting the Terms of Use, Users specifically accept that DoveVivo may use and share Annotations entered in the DoveVivo App for statistical purposes in order to improve its services.