

TERMS & CONDITIONS

1. Definitions

The following terms, when used with a capital letter below, shall have the following meanings, it being understood that singular terms include the plural and vice versa.

“**Biesse**”: Biesse S.p.A., VAT No. 00113220412, with registered office in Via della Meccanica, 16, 61122, Pesaro (PU), Italy, PEC biessspa@legalmail.it, parent company of the Group, which provides the Site,

“**Catalogs**”: information material on products and services offered by Biesse Group companies,

“**Credentials**”: unique username and password pair required to access the Site,

“**Event**”: specialized events held by Biesse Group companies focusing on the wood, advanced materials, glass or stone industry in which it is possible to participate physically and/or remotely (digitally),

“**Live Platform**”: the site “<https://www.live.biesse.com/events>” which allowed any user to browse available Events, accessing detailed information about each one, as well as, upon registration, to participate in them,

“**Privacy Notice**”: document containing the information Biesse is required to provide as autonomous data controllers of the processing of Users personal data, pursuant to Article of Regulation (EU) 2016/679 (“**GDPR**”),

“**Private Area**”: area visible only to the User where he/she can manage the registration to and the use of the Site, as better explained in art. 6.7,

“**Registered User**”: registered User to the Site.

“**Site**”: the website www.biesse.com, which allows any user to browse the available Events, accessing detailed information on each of them, as well as, upon registration on the Site and subsequent accreditation, to participate in them; it also allows the Registered User to download Catalogs,

“**User**”: the user of the Site.

2. Object

2.1 These terms and conditions outline the rules and regulations applicable to the Site, and in particular, the methods of registration to the same and the use of the relative functions.

2.2 These terms and conditions bind Users and Registered Users.

3. Duration, withdrawal and changes

3.1. The duration of these terms and conditions is indefinite, it being understood that Registered Users may close their account by using the appropriate function in the Private Area, or by requesting such cancellation by e-mail to the contact point listed in Article 10.

3.2. User acknowledges that Biesse may withdraw at any time, including by taking off the Site from the market, by giving adequate notice thereof at least 30 (thirty) days in advance.

3.3. Biesse reserves the right to change this document at any time, which eventuality will be given adequate notice to Users.

4. Conditions of access and signing up to the Site

4.1. In order to register for Events and to be able to download Catalogs, you must first register for the Site or, if you are already registered, access the Site by authenticating yourself by entering your Credentials in the box provided.

4.2. To register on the site, User must:

- a) view the Information Notice and enter your e-mail address,
- b) click on the appropriate link provided in the confirmation e-mail, which is essential for validating the e-mail address,
- c) complete the appropriate registration form, entering the requested data and the chosen password,
- d) click on the appropriate "register" link.

- 4.3. During registration, you can give your consent to the processing of your personal data for the purposes of generic, profiled marketing and disclosure of your data to third parties, as further explained in the Information Notice, by checking the appropriate and specific boxes.
- 4.4. The User already registered to the Live Platform in order to access the Site will have to:
 - a) enter the credentials, already used to access the Live Platform, in the area dedicated to accessing the Site,
 - b) read the Information Notice.He/She will then be able to use the Credentials to access the Site and use the related services.
- 4.5. When logging in for the first time, the User, who is already registered to the Live Platform, will be able to give consent to the processing of personal data for purposes of generic, profiled marketing and communication of their data to third parties, as better explained in the Information Notice, by checking the appropriate and specific boxes.

5. Use of Credentials by Registered User

- 5.1. User, during registration, is required to choose a password not easy to identify, to change it periodically (preferably every 3 months) and to verify that it is not recoverable through secret questions/answers that may be known to third parties. The Registered User acknowledges that Biesse reserves the right to request a change of password, if it deems such an operation necessary.
- 5.2. Credentials are strictly personal and may not be disclosed and/or shared with third parties. The Registered User is obliged to guard them with the utmost diligence and to keep them confidential to prevent their use by third parties.
- 5.3. The Registered User will be responsible for any use, even by third parties, of the aforementioned Credentials, as well as for any damage caused to Biesse and/or third parties deriving from the failure to comply with the above, undertaking as of now to indemnify and hold Biesse harmless from any claim, including for damages, deriving directly or indirectly from the aforementioned use or abuse.
- 5.4. In the event of loss of Credentials, they may be recovered by following the procedures indicated in the authentication box mentioned above.

6. Functionality of the Site

- 6.1 In order to participate in an Event, the Registered User must authenticate himself/herself and request, by filling out the appropriate form, accreditation from Biesse, which may grant or refuse it at its own discretion (also because Events are limited in number and therefore accreditation requests may also be handled in "First Come Best Served" mode).
- 6.2 A Registered User may also accredit to one or more Events as long as they are not simultaneous, as well as if an Event is usable in both physical and digital modes, only to the physical Event, only to the digital Event, or to both.
- 6.3 With regard to physical Events, support in finding hotels and/or cars may also be provided.
- 6.4 Regarding online Events, the Registered User is allowed, subject to Biesse's authorization, to interact with other participants and speakers via the chat feature and book a live audio and video talk.
- 6.5 In order to have access to the Catalogs, the Registered User must access the section of the Site dedicated to the download of the Catalogs, authenticate using their Credentials and click on the appropriate "Download Catalog" button.
- 6.6 Where the Registered User fills in the forms on the Site (by way of example but not limited to the "request for a demo" form or "support request form"), the relevant fields will be pre-filled with the data entered when registering with the Site, so as to make them easier to use, without prejudice to the Registered User's ability to modify them should he or she deem it appropriate.
- 6.7 In the Private Area the Registered User can:
 - update his/her profile,
 - update (by giving or revoking) his/her consents to the processing of personal data for purposes of generic marketing, profiled marketing and data communication to third parties,
 - exercise his/her rights under Articles 15-22 of Regulation (EU) 2016/679,
 - view the list of Events to which he/she is accredited,
 - cancel accreditations,
 - view the Catalogs he/she has downloaded.

6.8 In all sections of the Site, there is a helpdesk service that allows you to ask for real-time support (provided in Italian and English).

7. Availability of the Site and its functionalities, and limitations of Biesse's liability

- 7.1. Registered User acknowledges and accepts that the use of the Site and thus the fruition of the Events and access to the Catalogs may be subject to suspension or interruption, in full or in part, for causes beyond the control of Biesse - such as, by way of example but not limited to, slowing down, congestion and/or overloading of the system, of the internet access network, of telephone lines and computers that manage telematic traffic; malfunction/incorrect configuration of the connection equipment used by Registered User, or tampering or interventions on such equipment, carried out by the latter or by third parties; incorrect use of the Site by Registered User.
- 7.2. Registered User acknowledges that Biesse at any time may stop the operation of the Site in full or in part, even without prior notice, in order to guarantee both corrective maintenance - aimed at remedying faults, defects, bugs of the Site, also in the event of emergencies or threats relating to security - and subject to adequate prior notice those of evolutionary maintenance - aimed at improving the operation and usability, adding new features, adapting them to regulatory developments and to updates -, it being understood that Biesse shall use reasonable efforts to restore the functionality of the Site in the shortest possible time to minimise any inconvenience to Registered Users.
- 7.3. User acknowledges and accepts that Biesse cannot be held responsible, with the sole exclusion of cases attributable to wilful misconduct or gross negligence, for any and all damage, direct or indirect, that the Registered User may suffer as a result of, or in relation to, the use or non-use of the Site, including in relation to the cases referred to in the preceding paragraphs.
- 7.4. Registered User acknowledges Site, Events and Catalogs are provided by Biesse and accepted by Registered Users on an "as is" and "as available" basis without any warranty of any kind, except for what is mandatory by law and that Biesse does not offer any guarantee as to the results that are expected, hoped for or obtained through the use of the Site.

8. Users' rights and obligations

- 8.1 Biesse only grants Registered Users, through the Site, the ability to attend Events and view the materials and content provided during the Events and to download Catalogs.
- 8.2 User undertakes to use the Site in accordance with the provisions of these terms and conditions, and in full compliance with all applicable laws and regulations, including copyright and generally the intellectual and industrial property rights of third parties (such as speakers).
- 8.3 User acknowledges that it is expressly forbidden to:
 - i) to make recordings during Events or to disclose their material and contents, as well as to edit and reuse (e.g., to sell them),
 - ii) disclose, modify and reuse (e.g., to sell them) the Catalogs,
 - iii) attempt in any manner to extract the source code of the Site, reverse engineer, decompile, disassemble the Site;
 - iv) engage in conduct that may compromise the security of third-party systems and/or equipment, damage the functionality of the Site, interrupt its operation, interfere with the use of the same by other Users, or allow unauthorised access,
 - v) spread on the Site (e.g. as a message in the chat during a digital Event) content of an offensive, insulting, defamatory, slanderous, discriminatory, vulgar, obscene, blasphemous nature and in any way that does not comply with the principles of public order and morality or that may cause any damage or harm to third parties or that causes a nuisance to the public or private peace or offense or damage, direct or indirect, to anyone or that encourages third parties to engage in unlawful and/or criminal conduct liable to criminal or civil liability,
 - vi) abuse the online Event chat in any form, e.g., by sending messages of a promotional nature or otherwise sharing content inconsistent with the subject matter of the Event in which the Registered User participates,
 - vii) infringe the right to protection of personal data of Users or third parties, e.g. by entering their personal data sine titulo in the Site,
 - viii) carry out any data mining activity (e.g. scraping) or the use of similar automatic data extraction techniques to extract content from the Site, without the prior written authorisation of Biesse, without prejudice to the automatic action of the "spiders" of generalist search engines (e.g. Google). User, even without the use of automatic data

extraction techniques, may not create and publish his own database reproducing the contents of the Site without the prior written authorisation of Biesse.

8.4 User undertakes to promptly notify Biesse if he becomes aware of unauthorised access to the Site and/or notices anomalies in its systems.

9. Guarantees and liabilities of the User

9.1 The Registered User declares and warrants:

- i) that he/she is of legal age,
 - ii) in the case of providing personal data of third parties (e.g., e-mail address of other company contact persons), that he/she is entitled to do so,
 - iii) the truthfulness and accuracy of the data provided and undertakes to keep them up to date.
- 9.2 User acknowledges that (i) the Site is the property of Biesse or its respective owners, contains confidential information and is protected by applicable laws, and (ii) all intellectual and industrial property rights relating to the Site and its content, logos, trademarks and any distinctive sign of Biesse, are the property of Biesse or its respective owners.
- 9.3 In the event of an infringement of the provisions of Articles 5.2, 8.2 and 9.1 above, User shall remain solely responsible, with express indemnity to Biesse in relation to any claims made by third parties as a result of the aforementioned infringement. It is understood that in such a case (or where there are reasonable grounds to believe that the Credentials are being used by third parties), Biesse may take, at its own discretion and without prior notice, any action it deems necessary or even appropriate to protect its interests, including the suspension and/or closure of the Registered User's account, without prejudice to any remedy provided by law.

10. Communications

- 10.1. Biesse may be contacted in writing at the e-mail address help@live.biesse.com, clearly stating the data of the communication/complaint, as well as, where necessary, a detailed description of the problem encountered (and, if possible, sending as an attachment any documentation deemed appropriate for the resolution of the same). Biesse undertakes to provide a response to the problem within 20 (twenty) working days of receipt of the same.
- 10.2. Biesse may inform Registered Users by means of a general notice on the Site or by electronic mail to their e-mail address provided during signing in.

11. Privacy

11.1. The personal data provided by Registered User will be processed in compliance with the current legislation on the protection of personal data, and in accordance with the Information Notice pursuant to Article 13 of the GDPR made available on the Site prior to the provision of data.

12. Applicable law and jurisdiction

- 12.1. These terms & conditions shall be governed by Italian law, subject to the applicability of the mandatory rules of the legislation of the country where the User, as a consumer, has his residence or domicile.
- 12.2. For any dispute concerning the interpretation, execution and/or validity of the terms & conditions, the Court of Pesaro (Italy) shall have exclusive jurisdiction. It is understood that in the event that the User is a consumer, he/she may act before the court of the place of residence or domicile or, at his choice, at the aforementioned Pesaro Court.

13. Provision of legal documentation

11.2. These terms and conditions, as well as the Information Notice, can be consulted at any time in the footer of the Site in the "*privacy center*" section and downloadable in .pdf format, in addition to being made available to the User at the time of registration under Article 4.