

GENERAL CONDITIONS OF CONTRACT – REGISTRATION AND USE OF IDEA-SHOPPING PORTAL

1. OBJECT

- 1.1. These general terms and conditions govern the registration and access to the Portal, as well as the use of the related services ("T&C").
- 1.2. The T&Cs also bind Users who, even if not Registered Users or Guest Users, browse the Portal.
- 1.3. The purchase of Gift Cards, as well as ideaShopping, is governed by the general conditions of sale available at URL <https://idea-shopping.com/pdf/it-IT/sale-conditions.pdf> ("Conditions of Sale").

2. DEFINITIONS

- 2.1. In addition to the definitions above and hereafter in the T&C, the following terms, when used with a capital letter below, shall have the following meanings, it being understood that singular terms include plurals and vice versa:
 - a) "**Account**": the reserved area of the Registered User;
 - b) "**Amilon**": Amilon S.r.l., Tax Code and VAT 05921090964, with registered office in via Battaglia n. 12, 20127 - Milan, PEC amministrazione@pec.amilon.it (further information can be found in the footer of the Portal), which has created and makes available the Portal;
 - c) "**Gift Card**": document issued by subjects offering goods / **services to the public ("Merchant")** in which is incorporated, on the one hand, the right of the holder to obtain from the Merchant (or from affiliated parties or franchisees belonging to the Merchant's network) goods or services within the limit of the nominal value indicated on the document itself and under the conditions of use indicated therein, on the other hand, the corresponding obligation of the Merchant (or of the aforementioned subjects) to accept it instead of money for the purchase of such goods or services at their points of sale;
 - d) "**ideaShopping**": the digital voucher issued by Amilon – identified by a specific code ("shopping code"; hereinafter, "**Code**") and endowed with a certain nominal value in € - which can be spent exclusively on the Portal for the purchase of certain Gift Cards, as better illustrated in art. 8.2;
 - e) "**Privacy Policy**": document containing the information that Amilon is required to provide as data controller pursuant to art. 13 of Reg. (EU) 2016/679 ("**GDPR**");
 - f) "**Parties**": Amilon and User jointly;
 - g) "**Portals**": The e-commerce portal www.idea-shopping.com of Amilon where the User can use the services listed in art. 8, in particular buy Gift Card from Amilon spending the ideaShopping.
 - h) "**Registered User**": the registered subject as indicated in art. 3.1.
 - i) "**Guest User**": the subject who accesses the Portal in the manner referred to in art. 3.4 without registering with the same;
 - j) "**User**": the person who uses the Portal.

3. HOW TO REGISTER AND ACCESS THE PORTAL

- 3.1. To register on the Portal, you must:
 - 1) read the Privacy Policy;
 - 2) provide the requested data in the appropriate form – by entering a personal e-mail address and choosing a password in compliance with the provisions of art. 5.1, which will constitute the credentials for authentication to the Portal pursuant to art. 3.3 ("**Credentials**") – or log in via your Facebook or Google account. In this case, the User's data necessary for registration will be transmitted to Amilon by these subjects, as better indicated in the Privacy Policy, and the Registered User will access the Portal in this way with his/her credentials of the reference provider;
 - 3) Confirm your identity by entering the security code sent to you on your mobile phone number.
 - 4) declare that you have read and accept the T&Cs, by ticking the appropriate boxes.
- 3.2. Before proceeding with the registration, it is possible to give your consent to the processing of data for profiled marketing purposes, as illustrated in the Privacy Policy (par. 4, letter e.).
- 3.3. To use the services described in art. 7, the Registered User must authenticate on the Portal by entering the Credentials created during registration.
- 3.4. To use the services described in art. 7, the Guest User must:



1. Enter (i) the Code, (ii) your mobile phone number, and (iii) the security code sent to that phone number.
2. before clicking on the "send security code" button for the purpose of completing the operation, declare that you have read the Privacy Policy and have read and accepted the T&Cs, by ticking the appropriate box.

The identification data of the Guest User's profile is his/her mobile phone number ("**Guest Profile**").

4. CONCLUSION AND DURATION OF THE CONTRACT AND RIGHT OF WITHDRAWAL

- 4.1. The contract lasts indefinitely.
- 4.2. The Registered User and the Guest User may withdraw from the contract at any time and request the cancellation, respectively, of their Account or their Guest Profile by contacting privacy@amilon.eu Amilon, who will delete it.

5. USE OF CREDENTIALS AND RELATED RESPONSIBILITIES OF THE REGISTERED USER

- 5.1. **The Registered User is required to choose a sufficiently secure password** - which must consist of at least 8 characters and must contain at least one uppercase, one lowercase, one numeric character and at least one non-alphanumeric character (for example _ , ! , \$, # , %) - and **to change it periodically**, not less than once every 90 days, also for the purposes referred to in the following paragraph.
- 5.2. The Credentials are strictly personal (i.e. referring exclusively to the registered User) and cannot be transferred by this to third parties. **The Registered User is required to keep the Credentials with the utmost diligence and to keep them confidential in order to prevent use by unauthorized third parties**, minimizing the risks of disclosure, detection, tampering, theft, duplication, interception of the same.
- 5.3. If the Registered User becomes aware of unauthorized access and/or notices anomalies, the Registered User is required to immediately notify Amilon and immediately change the password, unless special instructions are provided by Amilon.
- 5.4. Without prejudice to the provisions of the previous paragraph, in case of loss of the Credentials, the Registered User can recover them by following the instructions during authentication. The Credentials can be modified by clicking on the appropriate link in your Account.
- 5.5. **The Registered User will be responsible for any use of the Credentials and the consequent access to the Portal and use of the related services, even if carried out by unauthorized parties, as well as for any damage caused to Amilon and / or third parties, as a result of failure to comply with the provisions of Articles. 6.1, 6.2 and 6.3, committing itself as of now to indemnify and hold harmless Amilon from any and all claims, including damages, deriving, directly or indirectly, from the aforementioned use or abuse.**

6. YOUR REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

- 6.1. **The User declares to:**
 - i. **be of legal age;**
 - ii. **act for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out and therefore as a "consumer" pursuant to the regulations of consumption, including d. lgs. 206/2005.**
- 6.2. It is understood that if the User does not comply with one or more of the conditions indicated in the previous paragraph and/or provides false, outdated or incomplete personal data, based on Amilon's discretionary assessment, Amilon reserves the right to prevent the User from accessing the Portal by deactivating and/or deleting the Account or the Guest Profile, without prejudice to Amilon's right to resort to any further remedy provided by law for its protection.
- 6.3. Without prejudice to the provisions of art. 5 and the following art. 9, the User undertakes to use the Portal in accordance with the provisions of the T&C and in full compliance with all applicable laws and regulations, thus refraining from any illegal conduct or otherwise prejudicial to Amilon or third parties (by way of example, by way of example, by engaging in conduct that may compromise the security of Amilon's systems and/or equipment and/or third parties, allow unauthorized access, provide untruthful data during registration/access).
- 6.4. The User acknowledges that the ideaShopping is issued by Amilon "bearer" (that is, it is not nominative), and can therefore be used by anyone who comes into possession of it (it is sufficient to have the reference Code) and undertakes **to adequately guard the Code. The Customer therefore acknowledges that Amilon cannot be held responsible for the theft, loss, improper use of ideaShopping (including its Code) and that, consequently, in the event of such hypotheses, Amilon does not provide substitute ideaShopping or refund any amount.**
- 6.5. The Registered User undertakes to keep the data referred to it updated, modifying them in the Account.

- 6.6. Where the User provides personal data of third parties, he guarantees to be entitled to do so and undertakes to indemnify Amilon from any dispute or claim by such third parties in relation to the processing of their data carried out by Amilon.
- 6.7. It is forbidden for the User to carry out any data mining activity (e.g. scraping) or the use of similar automatic data extraction techniques to steal the contents of the Portal, without the prior written authorization of Amilon, without prejudice to the automatic action of the "spiders" of generalist search engines (e.g. Google). The User, even without the use of automatic data extraction techniques, may not create and publish his own database that reproduces the contents of the Portal without the prior written authorization of Amilon.

7. SERVICES OFFERED BY AMILON AND ACKNOWLEDGMENTS OF THE USER

- 7.1. The holder of one or more ideaShopping can spend it on the Portal for the purpose of purchasing Gift Cards, after registering or Guest Access.
- 7.2. The User acknowledges and accepts that:
1. the catalog of Gift Cards obtainable depends on the type of ideaShopping: "ideaShopping rossa", "Fringe Benefit Card", "IS for You", "Buoni Benzina Card", "Zucchetti Card" and "Spesa Card", as summarized on the dedicated page of the Portal available at URL idea-shopping.com/cosa-e-ideashopping. To check which Gift Cards can be purchased thanks to a specific ideaShopping, the User can select the Gift Card of interest in the catalog (available here: idea-shopping.com/catalogo) and view the ideaShopping with which it is possible to obtain it on the description page of the same;
 2. the ideaShopping cannot be monetized, i.e. it does not entitle Amilon to cash refunds nor can it be exchanged for money;
 3. **the ideaShopping has a duration of 6 months from its issue, specified in the relative digital voucher and in the Account or in the Guest Profile, and that, consequently,** after this period of validity, the ideaShopping will no longer be expendable.
- 7.3. Once the Registered User has registered and entered at least one Code, Amilon will automatically create a digital wallet linked to the Account in which its ideaShopping will be uploaded. The Guest User will be able to view in the Guest Profile, once entered his Code, the information relating to the same (available value and any Gift Card purchased).
- 7.4. Where the value of the ideaShopping referred to in your wallet is not sufficient, the Registered User can pay the difference due using your credit card. The procedures for purchasing Gift Cards are governed by the Conditions of Sale.
- 7.5. The User, even if not a Registered User or Guest User, can consult the Gift Card catalog (Merchant and related available sizes, characteristics, etc.), as well as purchase ideaShopping, choosing from the types indicated in art. 8.2; this purchase is governed by the Conditions of Sale (see in particular art. 5).
- 7.6. Amilon also provides the User with a special "chat bot" (automated chat) for the management of any support requests. The User has the right to contact Amilon at the contact points indicated in art. 2.1, letter b) and in the footer of the Portal.
- 7.7. The User acknowledges that he will be able to view third-party advertisements on the Portal.

8. AMILON'S OBLIGATIONS AND LIMITATIONS OF LIABILITY

- 8.1. Amilon undertakes to make the Portal and related services available in accordance with the Agreement and current legislation.
- 8.2. The User acknowledges and accepts that the use of the Portal may be subject to suspension or interruption, in whole or in part, for reasons beyond any control by Amilon - such as, but not limited to, slowdown, congestion and/or overload of the system, internet access network, tampering or illegal interventions by third parties - without this entailing any liability on the part of Amilon, nor that anything is due to the User for any reason.
- 8.3. **The User also acknowledges that the provision of the services of the Portal may be suspended - even without notice if necessary - in order to guarantee both corrective maintenance interventions**, aimed at remedying failures, defects, malfunctions (bugs) of the Portal, **and those of evolutionary maintenance**, aimed at improving its operation and usability, adding new features, adapt them to regulatory developments and the reference context (update), as well as in the **event of emergencies or threats related to security**, it being understood that Amilon will in any case take care to restore the functionality of the Portal as soon as possible, to minimize the risk of inconvenience of any kind.
- 8.4. **Amilon assumes no responsibility for the abusive, improper, imprudent, inaccurate, inadequate use of the Credentials, also considering the obligations of custody and the strictly personal use of the Credentials referred to in art. 5.2.**
- 8.5. The Portal may contain links to websites operated by third parties (hereinafter, "Linked Sites"), also through the advertisements referred to in art. 7.8. Amilon does not control the Linked Sites and is not responsible for their content. The inclusion of such links by Amilon does not imply any acknowledgment of any of the reference Linked Sites or any form of association with its owners/managers.

8.6 The User acknowledges that **the characteristics of the Gift Cards and the related conditions of use are decided by the reference Merchants** and thus transmitted by the latter to Amilon, which limits itself to publishing them on the Portal to make them available to Users, by virtue of the agreements with the Merchants themselves, who assume all responsibility in this regard. Therefore, considering that the Gift Card is a title of entitlement to obtain a **service rendered by the Merchant** who issues it, **Amilon cannot be held responsible for any discrepancies or non-conformities of the aforementioned characteristics and/or conditions of use.** As reiterated in the Conditions of Sale, it is the User's obligation to adequately verify these conditions of use before proceeding with the purchase.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1 The User acknowledges and accepts that:

- all intellectual and industrial property rights relating to the Portal and its services and functionalities are owned by Amilon, those relating to logos, trademarks and any distinctive sign and material relating to the Gift Cards are owned by the respective Merchants (hereinafter, both in relation to Amilon and the Merchants, the "**Material**");
- he is only allowed to browse the Portal, view the Material and use the services specified above, being prohibited the reproduction and / or reuse, in whole or in part, in any form, even through links (eg framing or in line linking), of the Portal and the Material, without the express written consent of Amilon, Without prejudice to the provisions of art. 6.7;
- the failure by Amilon to exercise the right to act or any form of tolerance of the same in relation to any conduct contrary to this article, as well as to the law on intellectual and industrial property, does not represent a waiver to act to protect the position of Amilon itself and / or the Merchants.

10. RESPONSIBILITY AND INDEMNITY OF THE USER, FORMS OF PROTECTION OF AMILON

10.1 In case of violation of the provisions of Articles. 5, 6 and 9, the User will remain solely responsible, **with express indemnity against Amilon or the rights holders, including the Merchants, in relation to any claim made by third parties due to such breach.** It is understood that in this case Amilon may undertake, at its discretion and without prior notice, any action it deems necessary to protect its interests, including blocking access to the Portal and deleting the Account or Guest Profile, without prejudice to any remedy provided by law, including the right to terminate the contract pursuant to art. 1456 c.c. (by simple written communication to the User) and / or to request compensation for damages suffered.

11. PRIVACY

11.1 Amilon processes the User's personal data as owner in compliance with privacy legislation, including the GDPR and d. lgs. 196/2003 ss.mm.ii, and in accordance with what is indicated in the Privacy Policy and the privacy cookie policy of the Portal (whose link is inserted in the footer of the Portal).

11.2 In the Account there is a section where the Registered User can change the choice made regarding the execution by Amilon of profiled marketing activities.

12. MODIFICATION OF THE CONTRACT

12.1 **Amilon reserves the right to change the T&Cs at any time**, eventuality of which adequate notice will be given to Users, without prejudice to the right of these, pursuant to art. 4.2 above, to withdraw from the contract.

13. APPLICABLE LAW AND JURISDICTION

13.1 The contract between the Parties is governed by and must be interpreted in accordance with Italian law, without prejudice to the applicability of the mandatory rules of the legislation of the country in which the User, as a consumer, has his residence / domicile.

13.2 In the event of disputes between the Parties, the User has the right to access the European Online Dispute Resolution platform, developed and managed by the European Commission, in compliance with Directive 2013/11/EU and Regulation (EU) 2013/524, in order to facilitate the out-of-court resolution of disputes concerning contractual obligations arising from online sales or service contracts between a consumer residing in the European Union and an established professional in the European Union through the intervention of an ADR ("alternative dispute resolution") entity that has adhered to it, selectable from a special list available therein. For more information on this platform or to initiate, through it, an alternative resolution procedure for a dispute relating to the contract, the User can access the following link: <http://ec.europa.eu/odr>.

13.3 For all disputes relating to the contract between the Parties, the Customer may take action before the judge of the place of residence or domicile.

14. PROVISION OF LEGAL DOCUMENTATION

14.1 These general conditions of contract, as well as the Privacy Policy, can always be consulted through the footer of the Portal, as well as being made available to the User at the time of registration or Guest Access.

14.2 The legal documentation is written in Italian and English.