

## THELA: GENERAL TERMS AND CONDITIONS OF USE

### GIVEN THAT

- 1 Cleviria S.r.l. (hereinafter called Cleviria) with registered office in Prato, Viale Vittorio Veneto no. 80, VAT Number and Tax Code 02242920979, entered in the Register of Companies of Prato, Economic and Administrative Index no. PO-515641, website [www.cleviria.it](http://www.cleviria.it) e-mail [info@cleviria.it](mailto:info@cleviria.it) is creator, owner and manager of the so-called Cleviria Network (hereinafter also network), the first registered internet network entirely dedicated to the sectors of interest indicated in the terms of this contract;
- 2 Cleviria Network is a virtual meeting point between the supply and demand of services in the markets of reference encompassing sector companies, individuals, suppliers and end Users;
- 3 Cleviria Network is also a "Web Community" of subjects with an interest in services, products and any features in the areas of interest, to be implemented via access from the website [www.cleviria.it](http://www.cleviria.it) and/or through the use of each individual web and/or software application available from Cleviria, having first joined the Network;
- 4 The mission of the Cleviria Network consists of facilitating lawful benefits to individuals (not consumers) and legal persons (of persons and/or capital) and providing a link between these subjects through the exchange of information that they intend to share (the so-called links);
- 5 The trademark, logo, name, applications, servers, the management software, patents, certifications and the know-how relating to Thela are the exclusive property of Cleviria and/or its legal predecessors;
- 6 Membership and participation in the Cleviria Network and the use of the applications of which it is made up is regulated by the "Cleviria Network membership contract" and the documents connected to it functionally;
- 7 Once the User has registered, the same acknowledges having perfectly understood and agreed to all the stipulations laid down in the "Cleviria Network membership contract" to which, together with its appendices and annexes, these Terms/Conditions of use shall refer, the afore-mentioned contract being understood as herein transcribed in full;
- 8 **It is expressly stated that everything not governed by the following Terms/Conditions is regulated by the "Cleviria Network membership contract", understood as entirely reported herein and to whose reading reference is made. It is also specified that joining of the Cleviria Network is a preparatory condition that is necessary to be able to register and use Thela.**

### ALSO GIVEN THAT

In full compliance with the principle of transparency, good faith and "best practices" of Cleviria S.r.l., the aim is to better specify the content of certain definitions that, prima facie, could result in confusion and/or misunderstandings.

### DEFINITIONS

#### WEB APPLICATION/APPLICATION:

Web-based distributed applications and/or software. Cleviria web application refers always and only to the application that can be accessed through registration on the Cleviria Network.

#### ACCOUNT:

Designates the interface (also called "Profile" in the application) where all the data relating to the User are collected. Upon initial opening of the application, a default number is assigned identifying each User which will indicate their identifying data. The opening of a personal account offers a number of beneficial features accessible only to the User.

As Thela is an application under the Cleviria trade mark (company regulated by Italian Law), registration

should be understood as concluded in Italy; with registration the parties that intend to use Thela declare that they voluntarily intend to regulate their relationship with Cleviria according to Italian legislation.

## USER:

This is any adult User able to understand and want, as well as able to understand therefore, all the functionalities of the Thela application or any other capable legal person entity, acting on behalf of their legal representative or any representative being duly delegated by its Governing Body.

## LINKS:

This is any sharing of data and information that, in compliance with the procedures indicated in the ""Cleviria Network membership contract"", can be generated between different subjects and all in any case belonging to the Cleviria Network.

## THE ABOVE HAVING BEEN STATED, THE FOLLOWING MUST BE SPECIFIED

The premises are an integral and substantial part of this contract.

### 1 | TERMS OF SERVICE

This contract is entered into by Cleviria (the owner of Thela) and the subject that accepts these Terms/Conditions of use (henceforth "Customer" or "User");

Registration consists of the completion of a special tab where the User will enter their identifying data.

Upon registration, a default identifying number is assigned to the User which will indicate their identifying data. With this stage completed, the User must also accept in the relevant dialogue box the Terms/Conditions of use. Failure to do so will result in cancellation of their account.

Acceptance will take place by clicking in the box "I Accept" under the afore-mentioned dialogue box.

A further element blocking the use of Thela will be the failure of the User to join with the last dialogue box that will automatically appear on screen and containing Thela's Privacy Policy.

Acceptance takes place according to the above rules.

The person that accepts these Terms/Conditions of use and the privacy information on behalf of an organisation/legal person declares that he/she has, under their exclusive responsibility, the authority to bind the same organisation to complying with the contract.

Thela will in future make a number of changes that will improve its usability.

Cleviria may, in accordance with what has been agreed with the User in arts. 4, 5, 6, 8, 10 and 11 of the contract to join the Network (viewable at the address [thela.cleviria.it](http://thela.cleviria.it) in the "Sign up" section) interrupt, suspend and modify the services provided by Thela also without notice.

### 2 | CONTENUTI DELL'UTENTE E LA PRIVACY

Using Thela, the User is aware of and accepts unconditionally to enter into the system information, files and reports that concern them.

This information is and shall remain the exclusive property of the same User.

The User also knowingly accepts that, engaging with Thela with the aim of establishing a dense network of links between virtuous subjects, their information may be shared, unless with the explicit statement of the party concerned, with other third parties, all registered on the Cleviria Network.

The User expresses its consent to the transmissibility of the information in question when not expressing their refusal to the appropriate informational message within the Thela application.

Cleviria is in no way responsible for the content of the afore-mentioned information providing the application as a mere platform/meeting place of subjects with Cleviria having no power/duty/obligation to change, comment on or to elaborate the same information.

The mode of collection of the data entered into the system is shown in the Privacy Policy, viewable at the address [thela.cleviria.it](http://thela.cleviria.it) in the "Sign up" section.

### 3 | SERVICES FOR A FEE - PAYMENT METHOD

- 3.1** This application is provided for a fee (which can also be paid by third parties); only the following payment methods will be accepted: credit card and/or PayPal and/or bank transfer with fixed currency. The continuity of the service offered and requested is ensured upon the timely payment of the same service.
- 3.2** Only after the receipt of such payment will Cleviria S.r.l. provide the User with the service requested and at the same time will issue the appropriate invoice that will be sent in electronic format to the e-mail address supplied by the User by the last day of the month of relevance.
- 3.3** In the event of failure to activate the service, Cleviria will refund what has been received in payment from the User without the addition of interest and/or additional charges.  
It is understood that no further claim may be made by the same User against Cleviria by way of compensation, damages and anything else in the event of absence of non activation of the service. The User expressly agrees to be solely entitled to a refund of the fee paid for use of the service.  
With regard to the non-use of the service offered for a fee, this state must be severe and continuous for Cleviria to be obliged to offer the refund in question.

### 4 | CONDUCT OF THE USER

On this point the contractual clauses referred to in the "Cleviria Network membership contract" are expressly recalled (articles. 4, 5, 8, 13 and 14, viewable at [thela.cleviria.it](http://thela.cleviria.it) in the "Sign up" section).  
In summary, the User is solely responsible for their own conduct and is the only entity responsible for the links with the other Users that will be managed in full autonomy.

### 5 | SHARING OF CONTENT

Thela offers technical characteristics that allow the User to share their content with other subjects (individuals and/or legal persons) and/or to make it public. Cleviria requests that the User is particularly careful with what they intend to share and/or to make public as such data, information and/or reports may be shared between multiple subjects not necessarily connected to each other but all forming part of the Cleviria Network and registered with Thela. If a Customer wishes to create a link with another User they send via the application a request that should always be shared and accepted by the recipient.

This link, as well as all those that are formed, do not in any way involve the intervention of Cleviria, the Thela application merely acting as meeting place for Users that decide to transfer the information that they so choose. The links will therefore be managed, regardless of the normal control activities performed by Cleviria, directly by the parties concerned.

To this end, the User is fully aware that Cleviria is not responsible for such activity, having no power/duty/obligation to interfere in the links created between one or several subjects (individuals and/or legal persons).

### 6 | RESPONSIBILITY OF THE USER

The files (documents, information, reports or any other feature) present on Thela may be protected by the intellectual property rights of others. In such case, the User undertakes not to copy fraudulently or to download or share the same if they do not have the right to do so.

The User, not Cleviria, will be fully responsible for what they copy, share, upload, download or use in any other way than that permitted by this agreement and by applicable legislation. It is also forbidden to upload spyware or other malicious software onto the Thela application and onto the Cleviria Network.

The User, not Cleviria, is responsible for the maintenance and protection of all of its contents entered into Thela. Cleviria will not be responsible for any loss of or damage to contents (not being able to intervene, it is repeated, in any way on the same) or for any costs or expenses associated with the recovery of any damaged content.

The User must promptly notify any change to their contact information and to the other information associated with the account and must ensure their information is kept up to date.

The Services offered by Thela may not be used by persons under the legal age.

Accepting these Terms/Conditions, the User confirms they are an adult, and in the case of legal person, having the power to engage the same.

## 7 | ACCOUNT SECURITY

The User is responsible for safeguarding the password that they use to access the services and agrees not to reveal it to any third party. The User is also responsible for all the activities carried out using their account even if they have not authorised such activity. The User must immediately notify Cleviria by e-mail of any unauthorised use of their account.

## 8 | SOFTWARE AND UPDATES

The use of a number of the services of the Thela application may require the downloading of a client software package. Cleviria guarantees for the purpose a limited licence (with subscription) that is non-exclusive, non-transferable, and revocable by Cleviria, for use of the Thela application. The usage licence in question is automatically revoked if the User breaches these Terms/Conditions of use and, more generally, the terms of the "Cleviria Network membership contract". In this instance, Cleviria reserves all rights not expressly granted by these Terms/Conditions. The User may not decode or decompile the software of the Thela application nor seek to make it or to assist another person to make it.

## 9 | CLEVIRIA OWNERSHIP RIGHTS

These Terms/Conditions do not grant the User any right, title or interest on Thela, on its software or on the portal of use of the application. In any case, these Terms/Conditions do not guarantee or allow the User any right to use trademarks, logos, domain names or other characteristics of the trade mark.

## 10 | STANDARDS ON ACCEPTABLE USE

The User will not use or attempt to use Thela (and more widely the Cleviria Network) in an inappropriate manner and will use the Software only in the manner permitted by the rules on the acceptable use of Cleviria governed by this contract.

## 11 | COPYRIGHT

Cleviria respects the intellectual property of others and asks its Users to do the same. Cleviria will respond to reports relating to alleged breaches of copyright if such notifications comply with the law in this matter and if sent in an appropriate manner. Cleviria reserves the right to delete or disable any contents that represent alleged breaches and to delete the accounts of Users that repeatedly breach copyright law. The person nominated to receive notifications on alleged breaches of the copyright within Cleviria (and Thela) is:

Cleviria S.r.l. viale Vittorio Veneto, 80 - 59100 Prato, Italia | [legal@cleviria.it](mailto:legal@cleviria.it)

## 12 | TERM AND TERMINATION

The use of Thela, except as provided in art. 1 last section and 14 of this agreement, will terminate at the end of the period of usage for which the fee agreed has been paid.

## 13 | OTHER CONTENT

In future Thela may contain links to third-party web sites or resources. Cleviria will not ensure and will not be responsible for the non availability or accuracy of the data, or for the contents, products or services related to it. The User shall be solely responsible for the use of such web sites or resources.

## 14 | TERMINATION

Cleviria reserves the right to suspend or to terminate the services of the Thela application at any time, with or without prior notice (art. 10 of the Network Membership contract viewable at the address [thela.cleviria.it](http://thela.cleviria.it) in section "Sign up").

For merely illustrative and non exhaustive purposes, Cleviria may suspend or discontinue the Thela application if the User does not comply with these Terms/Conditions of use in ways that may have legal consequences for Cleviria or prevent the use of the Thela application by others.

Should Cleviria decide to suspend or discontinue use of the Thela application by a User, the latter will be warned in advance via e-mail to the address provided at the time of registration with the application.

## 15 | THELA IS OFFERED “AS IS “

The use of the Thela application is offered to Users that register “as is”. Even if Cleviria sets as one of its objectives the creation of a network that is longlasting and composed of well-intentioned Users, there are certain aspects that it cannot guarantee.

The services offered by the Thela application are provided with site unseen, at the risk of the User and without warranties or conditions of any kind, either explicit or implicit.

Cleviria disclaims all guarantees of merchantability, of fitness for a particular purpose and of non-infringement. Cleviria shall bear no liability in the event of any damage to the User’s computer system, loss and/or corruption of data or other damages which may arise from access or use of the Thela application by the User.

Some States may not allow the type of limitation indicated in this section that, therefore, may not be applicable. For everything that is not explicitly regulated by this section, please refer to the provisions contained in the “Cleviria Network membership contract”, that shall be understood as herein fully transcribed.

## 16 | LIMITATION OF LIABILITY

To the extent permitted by law, in no case shall Cleviria, officers, agents, employees, suppliers or licence holders be liable for any indirect, special, incidental, punitive, exemplary or consequential damages (including the inability to use and the loss of data, activities and profits), independent of the possibility that Cleviria may have been informed or not about the potentiality of such damages and also if any remedies are not able to respond to their essential purpose.

For everything that is not explicitly regulated by this section, please refer to the provisions contained in the “Cleviria Network membership contract”, that shall be understood as herein fully transcribed.

## 17 | CHANGES

Cleviria reserves the right to periodically change these Terms/Conditions of use of the Thela application, whose latest version will always be available at the address [thela.cleviria.it](http://thela.cleviria.it) in the “Sign up” section. If a revision is considered essential by Cleviria at its own discretion, the same Cleviria will send it to the User via e-mail to the address associated with their account.

Other modifications may be published in the pages of the Terms/Conditions of use present on the Thela platform that should therefore be consulted regularly.

By continuing to access or use the Thela application after the revisions become effective, the Users implicitly agree to be bound by the Terms/Conditions of use and by the same in their modified version.

## 18 | LEGAL TERMS

These Terms/Conditions for use will be governed by Italian Law with the exception of conflicts concerning the principles of law that may arise in the future and on a global level. All disputes that arise in the interpretation of these terms of contract will be defined by the Ordinary Court of Prato.

For anything not expressly regulated by this section, refer to the provisions contained in art. 20 below.

## 19 | FINAL PROVISIONS

- 19.1 In no case may infringements and/or behaviour of the User that breaches the contract be considered as exceptions to the same or tacit acceptance of the same, even if not contested by Cleviria. Any failure by Cleviria in exercising or asserting any right or clause of this agreement shall not constitute waiver of such right or clause.
- 19.2 Any ineffectiveness and/or invalidity, total or partial, of one or several clauses of this contract does not lead to invalidity of the others, which should be considered fully valid and effective.
- 19.3 For that not expressly provided for in this contract, the parties shall make express reference, within the limits of what is possible, to the existing relevant standards.

## 20 | APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

**20.1** This agreement is governed by Italian law, remaining excluded any application of the United Nations Convention on the international sale of goods.

**20.2** The Italian judicial authorities will be the exclusive competent jurisdiction to resolve and decide any dispute concerning the interpretation and/or execution and/or implementation of the contract, being applied, among others, the Rome Convention of 19.6.1980 in respect of contractual obligations and the principles of the Law of 31st May 1995 no. 218.

The parties declare that for any dispute that may arise on the interpretation, execution and application of this agreement, the solely competent Court is that of Prato.

## 21 | ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Pursuant to and for the purposes of arts. 1341 and 1342 of the Civil Code, the User declares to have carefully read the contract and to specifically approve, with joining/registration with the Network, the articles and/or clauses identified by the nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 21.

Read, confirmed and signed means of appropriate flag.

Cleviria S.r.l.

the User

## **PRIVACY POLICY**

### **GENERAL INFORMATION**

The following information is provided pursuant to art. 13 of Legislative Decree 196/2003, code for the protection of personal data, and other procedures provided for by national legislation and existing community regulations regarding the processing of personal data. It is also an integral and substantial part of the Thela application for those that have already joined the Cleviria Network.

The following Privacy Policy is intended to describe how the data of Users is collected, used and managed. These procedures are guided by the principles of correctness, lawfulness and transparency, protecting the confidentiality and the rights of Users; the processing of personal data to be performed is solely intended for the use and for the management of the Network and for the services offered by Cleviria through the Thela application. The User agrees to the following Privacy Policy unconditionally through special flags to be affixed at the bottom of the same and present in the dialogue box.

The User may take advantage of Thela and their registration upon application will only be considered completed when the same provides consent (in the manner just described) to the following information.

### **TYPE OF DATA PROCESSED AND AIMS OF THE PROCESSING**

Profile: collection of personal data (name, surname, company, VAT number, tax code, registered address or office, e-mail address) with the aim of safely identifying natural persons and/or legal entities (so-called Users).

Account: associated with each User, consists of the set of personal and unique details (User name and password) used to access the Cleviria Network and the various web applications.

The User is aware of the fact, and accepts, that the personal data and/or identification of individuals and companies will be visible to all Users of the Cleviria Network.

Any other content entered by the User into Thela (on which Cleviria holds no right) may only be shared with the other registered Users after authorisation according to the usage policy of Thela governed by the Terms/Conditions of use to which this Privacy Policy is attached forming an integral and substantial part thereof. The User declares himself aware that data provided in forms and questionnaire arranged by other Thela users will be treated according to single Privacy Policies of the aforementioned users, expressly releasing Cleviria from any liability for the treatment of data not directly provided to it.

### **NAVIGATION DATA**

The computer systems and software procedures involved in the operation of Cleviria and Thela may collect data from and regarding the devices used to access the Network. Included are data such as IP address, browser type and the device used, the web page visited before access to our site, accounts and the identifiers associated with the User's device. This data may also be used for statistical purposes to deliver, manage, protect and improve the services, to develop new ones and to protect Cleviria and its Users.

### **COOKIE**

Technologies such as cookies may be used to provide, improve, protect and promote the services of Cleviria and the Thela application. For example, cookies are useful for operations such as reminding of the User name on a subsequent visit, understanding interaction with services and improving them on the basis of such data. In any case, cookies are not used for the transmission of personal information. No so-called persistent cookies of any kind or User tracing systems are used. The use of so-called session cookies (which are not stored in a persistent manner on the User's computer and disappear with the closing of the browser) is strictly limited to the transmission of session identifiers (formed from random numbers generated by the server) which are necessary to allow for the safe and efficient exploration of the site. The session cookies used in this application prevent the use of other computer technologies that are potentially harmful to the confidentiality of the browsing of Users and do not allow acquisition of the User's personal id data. The browser can be set to not accept cookies but this may limit the ability to use the services.

## SECURITY OF PERSONAL INFORMATION

Cleviria is committed to protecting the security of any personal information of Users. To protect personal information from unauthorised access, use or disclosure, a variety of security technologies and procedures are used. All the information collected is stored and held in secure facilities that limit access exclusively to authorised personnel. The services are constantly monitored to check for possible security breaches and to ensure that all the information collected is protected against any intrusion by third parties intending to possess this without authorisation. In this sense, Cleviria has the relevant certification of adherence to the standard UNI CEI ISO/IEC 27001:2006 (Information technology - Security techniques - Information security management systems - Requirements) requiring a qualified Certifying Body.

The password used to protect the accounts and the personal information of the User should be carefully stored by the same User in order to ensure its confidentiality.

## DISCLOSURE TO THIRD PARTIES BY CLEVIRIA

Cleviria reserves the right to retain data as described above but this will not be sold to advertisers or to other third parties unless it is anonymous and aggregate.

Cleviria may share or disclose any information and/or documents/reports/ etc. entered by Users:

- with other subsidiaries and affiliates;
- as part of business transactions, such as a merger or the sale of resources;
- to comply with legislation or to respond to legitimate requests or legal proceedings, including requests from the forces of law and government agencies;
- to protect the rights or property of Cleviria or of its customers, including respecting of the agreements governing the use of the service.

## SAFE HARBOR LEGISLATION

Cleviria declares that it adheres to the principles laid down in the Safe Harbor protocol established by the Department of Commerce of the United States of America in relation to the collection, use and retention of personal data collected by companies in the European Economic Area and in Switzerland.

For further information on the Safe Harbor legislation, see the page <http://export.gov/safeharbor>.

Rights of the parties concerned to access personal data (art. 7 Legislative Decree no. 196/2003 and Dir. 96/46/EC) The subjects to whom the personal data refers are entitled at any time to obtain confirmation of the existence or otherwise of the same data and to learn of the contents and origin, the right to verify its accuracy or to request its integration, updating or rectification (art. 7 of Legislative Decree no. 196/03).

Under the same article, it is possible to ask for the cancellation, transformation into an anonymous form or blocking of the data processed in violation of the law, as well as to oppose in any case, for legitimate reasons, its processing.

## CHANGES TO THE PRIVACY POLICY

In the case of reorganisation, merger, acquisition or sale of Cleviria S.r.l., Users' data may be transferred within the framework of this agreement. Users will be notified (for example, through a message to the e-mail address associated with their account) of any agreements and will be informed of the choices available to them with a relevant dialogue box. Cleviria reserves the right to periodically update this Privacy Policy.

The latest version will be published at the address [thela.cleviria.it](http://thela.cleviria.it) in the "Sign Up" section.

Where a revision could substantially reduce the rights of the User, relevant notification will be sent.

## HOW TO CONTACT CLEVIRIA

Any questions or queries concerning the Cleviria privacy or data processing policy should be sent to the e-mail address [legal@cleviria.it](mailto:legal@cleviria.it)

### CLEVIRIA s.r.l.

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