

## GENERAL CONDITIONS OF USE OF THE SITE AND SERVICES

### Art. 1 - Subject

The General Conditions set forth below regulate use of this Internet site (hereinafter, the "Site") and of all services furnished via the Site (hereinafter, the "Services") by De Agostini S.p.A. with registered office in Novara, Via Giovanni da Verrazano 15 (hereinafter "De Agostini") to the User accessing the site (hereinafter the "User"). By using the Site and/or Services the User expresses his or her consent to these General Conditions. De Agostini therefore invites any Users who do not accept these General Conditions, entirely or in part, not to use the Site and/or Services. De Agostini reserves the right to modify, integrate or change these General Conditions at any time.

### Art. 2 Site and Services, Conditions and Restrictions of Use

The Services furnished by De Agostini via the Site refer to information content relating to all De Agostini Group activities. The Site and Services are intended for the exclusive personal use of the User provided such use is without profit and not for direct or indirect commercial purposes and provided that the User does not disclose the contents of the Site and does not alter or modify or cancel the contents thereof, including copyright, trademark indications or other exclusive property indications. Therefore, by way of example, the content of the Site shall not be modified, reproduced, duplicated, copied, distributed, sold or exploited commercially by the User and the software used by the Site shall not be copied, modified, decompiled, reverse engineered or disassembled by the User. The Site and its contents and also the Services shall not be used for illegal purposes and the User undertakes not to infringe any technological measures adopted to protect the Site. The User also undertakes to comply with all intellectual and/or industrial property rights of De Agostini as set forth in more detail in Art. 4 below.

### Art. 3 Terms and Conditions for Use of the Services

Use of certain Services may be subject to User registration according to instructions that will be specified case by case on the Site. The User's personal data will be treated in accordance with the [Privacy Policy](#) published on the Site. De Agostini recommends that Users consult this Policy.

### Art. 4 Intellectual and/or Industrial Property Rights

All Site contents – including by way of example but not limited to: logos, images (drawings and/or iconographic material, including photographs), sounds, musical excerpts, software, texts, icons, graphics, databases and software programs used on the Site, source codes, application projects, formulas and algorithms – are the property of De Agostini and of its licensees and are protected by the laws that regulate copyright, trademarks, patents and other intellectual and/or industrial property rights. In particular, the denominative, figurative, deposited, registered and/or de facto trademarks and distinguishing signs of De Agostini and/or of De Agostini products and services are the property of De Agostini and shall not be used in any way without its prior specific written consent. The User acknowledges that any contents indicated in insertions, banners and advertising buttons or information presented to the User in relation to the Services or through any advertisers are protected by regulations on copyright, trademarks, patents and other intellectual and/or industrial property rights.

Any use not authorized previously in writing by De Agostini or not complying with the above provisions of these General Conditions – including by way of example but not limited to: reduction, modification, distribution, transmission and reproduction of the contents of the Site and/or Services – is strictly forbidden, will be punished according to law and may result in prosecution before the competent legal courts.

### Art. 5 Links

It is possible to display links to other Internet sites or to other web resources via the Site and/or using the Services. Using the aforementioned links the User is therefore able to leave the Site and access other Internet sites relating to De Agostini Group companies and also to third parties (hereinafter "External Sites" having a different domain name). It is possible that the contents and/or services of External Sites are not controlled by De Agostini. Therefore: (i) the information and opinions expressed on External Sites do not necessarily reflect De Agostini's position and may not be attributed to or considered approved by De Agostini; (ii) the contents and/or services of External Sites may not comply with applicable regulations or may be regulated differently in relation to the provisions of this Site and Services; and (iii) if the User uses links to access De Agostini foreign subsidiary or third-party External Sites not of Italian nationality, he or she should be aware that the contents and/or services of such foreign External Sites are regulated according to applicable international laws. Therefore De Agostini invites any User who decides to quit the Site to connect to External Sites to read the legal notes and privacy policy of each External Site accessed at all times. The User acknowledges that De Agostini shall not in any way be considered responsible for the contents and/or advertisements and/or functioning of External Sites and/or for products or services of any type (including e-commerce) promoted, offered or sold thereby. The User therefore acknowledges that De Agostini is not in any way responsible, directly or indirectly, for any damage incurred by the User in relation to the contents of External Sites or in relation to purchases or use of goods or services through External Sites.

### Art. 6 Exclusion of Guarantees and Limitations of Responsibility

### *Warranties*

De Agostini may modify, move or cancel parts of, or add parts to, this Site, including all the contents, services and software. Site materials are provided "as-is" and without any type of explicit or implicit guarantee. De Agostini does not guarantee or make representations regarding the use or the results of using the contents of this Site and/or of the Services with regard to correctness, accuracy, reliability or otherwise.

All materials reproduced on the Site are up to date as on the original date of publication. Availability of a document on the Site does not imply that the information it contains has not been modified or superseded by subsequent events or by a document published subsequently. De Agostini has no obligation to update the information or declarations published on the Site. Therefore, such information or declarations should not be considered current at the date in which the User accesses the Site. Furthermore, any part of the materials available on the Site may contain technical inaccuracies or printing errors.

### *Commercial or financial information*

Any notices, advice, recommendations or written or verbal information furnished to the User or obtained thereby through the Site or Services shall not imply any guarantee or other obligation on the part of De Agostini. Therefore, De Agostini does not guarantee the suitability for technical or specialist purposes of information that the User may find on or through the Site and/or Services, and the User is solely responsible for checking the information obtained prior to use thereof in any way. Therefore, with particular regard to commercial or financial data published on the Site, De Agostini invites the User to view the official updated documents made available to the public by De Agostini, without in any way taking into account or relying on the contents and indications given by the Site and/or Services.

### *Responsibility*

To the maximum extent permitted by law, De Agostini excludes all guarantees, explicit or implicit, including, by way of example but not limited to, implicit guarantees of saleability, suitability for a particular purpose and non-infringement. De Agostini does not guarantee the correctness, accuracy, completeness or usefulness of the information available on the Site. De Agostini does not guarantee that the Site and/or Services will not be subject to interruptions or that they will be without errors, that defects will be corrected or that the Services, Site or server that makes these available are without viruses or other damaging elements. Any contents and/or material downloaded or otherwise acquired from, or via, the Site and Services is obtained at the sole, exclusive discretion and exclusive risk of the User, who is solely and exclusively responsible for all and any damage to his or her own computer or for any loss of data caused by downloading such contents and/or materials or from having used the Site and/or Services. It is therefore understood that, in the case of errors and/or damaging events, De Agostini shall not assume any costs for assistance, repair and correction services. Furthermore, except in the case of negligence or serious default, De Agostini shall not be considered responsible in any way for direct or indirect damages deriving from use or failure to use or prevention of use of the Site and/or Services.

### **Art. 7 Indemnity**

The User undertakes to use the Site and Services solely in compliance with these General Conditions and with the law, and for legal purposes, in compliance with the rules of proper and correct use and diligence and in any case without infringing the rights of De Agostini or of third parties. The User assumes complete responsibility for his or her own behaviour affecting the Site or Services (for example: comments, data or texts sent via the Services or Site), and indemnifies and holds De Agostini harmless from and against any consequent claim for damages or claims or demands made by third parties based on facts that can be ascribed to the User or in any case to persons authorised by him or her to access the Site or Services.

### **Art. 8 Governing Law and Competent Court**

These General Conditions are governed by the Italian law. Any dispute deriving from or related to these General Conditions or in any way referring to the Site or Services shall be brought solely before the Court of Milan.