



REGULATION GOVERNING THE USE OF 2meet2biz

2meet2biz is a marketplace platform (hereinafter briefly referred to as the Website) fully operated by MIGLIORA S.r.l (hereinafter briefly referred to as MIGLIORA), with registered office in Milan, Viale Porta Vercellina, 9, VAT number 09193300960, in its capacity of licensee as well.

The Website provides registered Users with the opportunity to meet companies and/or investors in order to carry out shared projects by using specific IT and multimedia processes and digital tools within the limits and in compliance with the conditions of this “Regulation governing the use of 2meet2biz” (hereinafter briefly referred to as the Regulation).

Whereas:

- a) Access to Tools and Functionalities of the Website (as hereinafter defined, sub1.2.4) is subject to registration of a personal Account.
- b) By registering, Users declare they have read and accepted this Regulation (including compliance with Privacy obligations under point 1.2.19) and thus formally commit themselves unreservedly to complying with its provisions; failure to do so will result in the prohibition to use the Website and any of its related tools.
- c) If any accessory service is required or used by registered Users, other than “deal matching” (successful matching between users), Users will stipulate their own separate Contract. This will be specific to the parties involved and the subject of the contract (including accessory services).
- d) The parties henceforth acknowledge that, given that the Website and its services have a merely instrumental nature, contracts referred to in point c) will be stipulated with MIGLIORA and/or its Network companies.
- e) In general, MIGLIORA will not interfere in any manner in relationships between Users, except as provided in points f and 7 and following subsections on reported anomalies and/or problems.
- f) MIGLIORA reserves its discretionary right to suspend and/or delete any Accounts; change the availability, nature, conditions of use, and contents of the Website and its Tools; and change the conditions governing:
 - i. this Regulation;
 - ii. the Privacy Policy;
- g) In the event that such changes are not merely descriptive, MIGLIORA will notify Users by e-mail to the e-mail address submitted during Registration to the Website and/or will notify Users of such changes through a pop-up message that will be visualized on their first login after changes have been made. Users will be asked to read the new Regulation and/or Privacy conditions. If they do not want to accept them, they are entitled to withdraw from their contract with MIGLIORA and subsequently discontinue their access to the Website, by deleting their Account, except as provided in point 2.3 and the following subsections.
- h) Failure to delete the Account, following e-mail notification and/or communication under point g), will result in the full acceptance of the modified Regulation and/or Privacy conditions, as expressly stated in the e-mail notification and/or pop-up message.
- i) Without prejudice to the above and the right of withdrawal, changes made by MIGLIORA will be effective from the third day following their publication on this Website.
- j) MIGLIORA is responsible for the management and maintenance of the Website, whose development and operation depend forcefully on use, license, expertise, and intellectual property rights, which are the exclusive property/ownership of MIGLIORA.



The following is agreed:

1. General Aspects and Definitions

1.1 Recitals are an integral and essential part of this Regulation.

1.2 Terms and expressions used in the following points will have the meaning hereunder conventionally defined:

1.2.1. Account: Authentication system and/or authorisation needed to access the Tools and created by each single User during their Registration. It is protected by personal verification details.

1.2.1.1. Use of the Account is exclusively reserved for the User. Any direct or indirect transfer to and/or use by third parties is not allowed.

1.2.1.2. User Accounts can be of three different kinds (clients - introducer - partner):

1.2.1.2.1. Client: Any User that upon Registration declares an intent to use the marketplace, deal matching, specific advisory or private debt services (as hereunder defined);

1.2.1.2.2. Introducer: Any User that upon Registration -(i) declares the intent to introduce users who will eventually register as clients.

1.2.1.2.3 Partner: Any User that upon Registration declares the intent to register their company as a partner, thus enjoying specific services.

1.2.1.3. MIGLIORA, also for purposes of Website administration, will manage several "Staff" Accounts, such as the "2meet2biz Team" one, in accordance with and for the purposes of this Regulation.

1.2.1.4. In all cases, Registration and/or use of the Account is hereby expressly forbidden to individuals under 18 years of age.

1.2.2. Registration: the process enabling each User to:

1.2.2.1. Register either as client, introducer or partner;

1.2.2.2. Submit his or her Data to create an Account;

1.2.2.3. Choose his or her own authentication and/or authorization credentials to protect the Account, providing access to Tools and/or to make secure changes to Data whenever needed;

1.2.2.4. Confirm Data according to the instructions given in the e-mail sent on submission of such Data and in accordance with the approved Regulation and Privacy policy.

1.2.3. Data: Any information submitted by each User to the Website during the Registration process, for example:

1.2.3.1. Name and surname; company name; firm; company type and/or tax/social security regime;

1.2.3.2. Residence and/or domicile address; e-mail address; phone number; personal authentication and/or authorisation credentials;

1.2.3.3. Fiscal code/VAT number;

1.2.3.4. Any other personal data belonging to the User.

1.2.4. Tools and Functions: Shall refer, including collectively, to the Website and any Service provided via the web and/or mobile interface and which may be needed and/or useful, for example, for publishing entrepreneurial projects, sending and receiving Data, and carrying out matching according to and within the limits of this Regulation and any other applicable laws.

1.2.5. Project: Consists in filling out a specific form on the Website to provide information about users (either companies or investors), the type of financial operations sought for (for example, capital investment, etc...), and on the specific project that the operation aims to achieve (for example, internationalization, business development, etc...).

1.2.6 Company form: Consists in filling out a specific form with the data belonging to the registered user (for example, details of business plan, presentation video, etc...), or any information useful for presenting the Project and its promoter to prospective matching Partners.



1.2.7 Database: The 2meet2biz Database containing all registered users, Projects uploaded by users, and Presentation Sheets filled out by users.

1.2.8 Deal matching: Shall mean the search carried out by 2meet2biz in the Project Database to find any Parties who could potentially become Project Partners. Matching is conducted using algorithms based on the main search criteria.

1.2.9 Project Partners: Shall mean the two parties that, following the publication of their Projects, have been selected by the platform and can start negotiating to develop their mutual Projects together.

1.2.10 Matching Fee: Non-reimbursable fee, except as provided under point 3.9.2, to be paid to Migliora upon acceptance of the match by potential Project Partners.

1.2.11 Negotiation: Shall mean the negotiation stage during which potential Project Partners negotiate conditions with the aim of carrying out their mutual Projects.

1.2.12 Closing Commission: Non-reimbursable fee to be paid to Migliora upon successful completion of Negotiations.

1.2.13 Appointments Planner: Shall mean an integrated planner System where potential Project Partners fix their meeting dates during their Negotiation period.

1.2.14 Platform: Shall mean the website 2meet2biz.

1.2.15 Pathways: Shall mean options made available to Users to publish their Project

1.2.16 Video conferencing: Shall mean the integrated platform on the website where virtual video conferencing meetings can be arranged. This is made available to Project Partners and their consultants during Negotiations.

1.2.17 Document Exchange System: Shall mean an integrated file folder available on the Website where potential Project Partners can upload and share their documents.

1.2.18. Content: Shall mean Ideas, information, texts, videos, messages or any other element that can be put online by Users using the Tools.

1.2.19. Privacy: Shall mean jointly and indistinctly:

1.2.19.1. Privacy Notice

1.2.19.2. Privacy Policy.

1.2.20 Private Debt: Shall mean services delivered by 2meet2biz, such as access to Individual Savings Plans and Minibonds.

1.2.21 Specific counselling: Shall mean professional services provided by Migliora and its Advisors, for example, drafting of contracts, business plans, due diligences.

2. Subject and Duration

2.1. This Regulation intends to govern the conditions of use of the Tools.

2.2. This Regulation has open ended validity. Users are entitled to withdraw at any moment by deleting their Account. This shall have immediate effect, with the exception of any contractual relationships that may have been established under art. 2.3 and subsequent subsections, which will remain effective and bind signatory parties to the agreed terms and conditions.

2.3 This Regulation shall remain effective:

2.3.1 For a period of 24 months, following the acceptance of a deal match, and thus the introduction of potential Project Partners. If, during such period, potential Project Partners, or any related companies or any company which may be related to them in any manner conclude a mutual agreement and close a deal, the closing fee shall be paid to Migliora.

2.4. Tools are exclusively accessible to users over 18 years of age who have a personal Account.

2.4.1. By registering, the User:



- guarantees that the submitted Data is correct, complete and truthful. The User will be fully responsible, mutatis mutandis, pursuant to the terms of articles 2, 46, 47 and 76 of the Italian Presidential Decree of 20th December 2000, n.445;
- Furthermore, the User shall certify, under the same above-mentioned provisions and his or her responsibility, to be over 18 years old;
- Pursuing, without prejudice, Privacy rules and conditions, the User undertakes to keep his or her Data updated, change it when needed, and keep his or her authentication credentials secret.

2.4.2. MIGLIORA shall not be considered in any way responsible for the use of Data by unauthorised third parties and, in all cases, according to art. 31 of the Legislative Decree 196/03, there is no obligation to implement further measures preventing any potential unauthorised access, as the transmission of sensitive and/or judicial Data is not contemplated.

2.4.3. While being released from any control obligation / burden, if MIGLIORA becomes aware that any User is under 18 years old (e.g. by being notified) and/or, in general, that any Account Data is mendacious and/or erroneous, the Account will be deleted without prior notice.

2.5. Each User is responsible for his or her own Account and shall notify Staff of any anomaly and/or unauthorised use of such Account, including by third parties.

2.6. Any User who intends to use the Tools shall complete the Registration process and create a personal Account. This implies accepting in full and without exceptions this Regulation and Privacy provisions.

2.7 MIGLIORA reserves the rights to grant discounts and/or undertake promotional activities on the Website. Terms and conditions will be communicated using the Tools.

3. Project

3.1. If a Client intends to use the Tools to find a partner (whether an investor or a company) to carry out an entrepreneurial project, the Project shall be published and data made available in order to enable Deal Matching.

3.2. The Client shall specify:

3.2.1. The Characteristics of the Project;

3.2.2. Specific requirements regarding the Project Partner;

3.2.3. Presentation Sheet;

3.3. The Client may make changes to the Project at any moment or until Migliora identifies and proposes a Match. Upon acceptance the match, no further change to the Project is allowed. Instead, if the match is rejected the existing project can be changed or a new one can be published.

3.4. Within 10 days of presentation of the proposed Match by Migliora, the Client shall notify Migliora of his/her decision to: Accept the match, rejecting the match and looking for a new one, or reject the matching and delete the published project.

3.4.1. In particular, the Client can reject the match if it is deemed to differ too significantly from the proposed strategy.

3.5. Acceptance of the match is at the full discretion of the client.

3.6. If a Match is accepted:

3.6.1. The Client commits to paying Migliora the Matching Fee within 10 days following receipt of the matching notice;

3.6.2. Following payment of the Matching Fee and the signing of a non-disclosure agreement, each party will receive the Presentation Sheet of the other party.



3.6.3. The Client commits to treating and holding any Confidential Information received on the occasion of the Match, or during negotiations, highly Confidential and subject to the strictest Confidentiality;

3.6.3.1. To this end, Confidential Information includes:

- Any information and technical / commercial / professional experience, including any act, document, news, data, knowledge, business secrets and expertise of any nature and in any form or support, belonging to the Client, MIGLIORA, client and/or supplying companies and/or companies in any way related, although not specifically related to the subject of the Project, with the sole exception of information that has entered the public domain for reasons beyond Migliora's control;
- Any information concerning the organisation of the Client's company, MIGLIORA, their client and/or supplying companies and/or companies in any way related. And, specifically, any information concerning administration, services and commercial structure, employees and subcontractors (job classifications, titles, remuneration ...), clients and relations with third parties;

3.7. Upon matching confirmation, the Client shall pay to MIGLIORA:

3.7.1. The Matching Fee;

Breaching such obligation will prevent the Client from

- accessing negotiation Tools, without prejudice to the effects of the provisions of the Regulation, namely point 8.9 and successive subsections.

3.8. Following Matching confirmation,

- provided that the Matching Fee is paid, Negotiations will start in compliance with:

3.8.1. Respective rights and obligations concerning confidentiality, non competition, and guarantees;

3.8.2. Any tax and/or welfare fulfilment to be carried out by parties, holding MIGLIORA and/or any other company of its Group harmless against any responsibility in this regard.

3.9. If Matching is not confirmed by both parties:

3.9.1 Neither of the parties is obliged to pay the Fee;

3.9.2 If either party erroneously pays the fee, Migliora will reimburse it promptly and issue the corresponding credit note;

3.9.3 If both parties do not pay the fee, Negotiations cannot start.

3.10. The Project Partners identified via Matching are obliged to use the 2meet2biz planner system to fix meetings during negotiations. They can meet in person or through the 2meet2biz video conferencing system.

3.10.1 At any moment during negotiations, 2meet2biz shall have the right to request to be updated on the status of the deal.

3.10.2 The parties shall submit such update in written form within 5 days of notification.

3.11. Migliora is a fully independent party and it cannot be hold responsible for checking what Clients publish in their Project or present during Negotiations.

3.12. Users acknowledge that MIGLIORA bears no responsibility with regards to negotiations, with the exclusive exception of what is provided in point 7 and subsequent subsections on the report of anomalies and/or problems. In particular, they acknowledge that MIGLIORA is not responsible for checking Clients or Projects.

3.13. During Negotiations, subjects are required to exchange documents through the 2meet2biz Document Exchange System;

3.14 Meetings held through the Video conferencing system may be recorded by Migliora's staff, if agreed by participants;

3.15 A representative of Migliora may take part in negotiation meetings;



3.16 Clients will choose by themselves the professionals they wish to take part in negotiation meetings.

3.17 No exclusivity shall be granted to Migliora for supplying the Deal Matching services.

4. Closing

4.1. If, after proposing a match, the parties start negotiations and complete them successfully, closing occurs.

4.2. If closing is concluded:

4.2.1. the Client who “collects the money” (for example, the client receiving the funds in the case of investments or the client being paid in the case of sales) will pay the Closing Fee to Migliora.

4.2.2. The percentage of the Closing Fee ranges between 2.5% and 5% of the value of the deal; such percentage is communicated to the Party by e-mail at the very beginning, immediately after the Project has been published.

4.3. Once closing is reached, 2meet2biz will remove the two Clients’ Projects from its database so that they cannot be used for further Matching. However, they will remain saved for 6 months.

4.4 If Closing is not reached, no Fee is due to Migliora.

5. Additional Advice

5.1. Migliora provides its Clients with additional advisory services, in addition to Matching.

5.2. Such services may be required before the Project is published, during publication, matching or negotiations.

5.3. The Conditions and delivery modes of such services will be explained in specific consultancy Contracts that the Client signs with Migliora or other parties in its Network.

6. Notification of anomalies and/or problems

6.1 By using specific Tools, Users can notify MIGLIORA of the following anomalies and/or problems:

6.1.1. Breaching of this Regulation and/or laws;

6.1.2. Non-compliance and/or abuse, of any kind, with a Project, matching, closing and Contract execution;

6.2. In the event that one or more notifications are received under point 7 and successive subsections, MIGLIORA reserves the right

to:

6.2.1. Notify the perpetrator of the anomaly and/or problem by e-mail;

6.2.2. Suspend and/or delete Projects;

6.2.3. Suspend and/or exclude Project publications and/or participation in Negotiations;

6.2.4. Suspend and/or delete an Account.

6.3. The above-mentioned measure will be implemented by MIGLIORA according to and proportionally to the severity of the objective event, the party’s behavior, the occurrence of any previous episode and any other concrete element which may be relevant.

6.4. Furthermore, Users acknowledge that MIGLIORA has the right to show other Users that a notification is pending under point 7 and successive subsections.

7. Content

7.1. Clients acknowledge their exclusive responsibility, towards MIGLIORA, any other company entering the Contract with them, other Clients and/or third parties, for Content published and/or managed via the Tools and their Account. They commit fully to ensuring that Content is, in general, legal and/or that it does not breach this Regulation.



7.2. The User bears the burden of proof that Content is not protected by Italian legislation on intellectual and/or industrial property, particularly on copyright.

7.3. Without prejudice to the above, forbidden Content is, by way of example, the following:

7.3.1. Illegal, harmful, threatening, abusive, harassing, defamatory and/or slanderous, vulgar, obscene, detrimental to third parties' privacy, racist, xenophobic, class biasing or any other reproachable content;

7.3.2. Images, texts or any other content used for sexual or violent exploitation, including the publication of pornographic or pedo-pornographic photos, prostitution offers or any other invitation to access sexual content and links forbidden to minors;

7.3.3. Any kind of propaganda, including in favour of political parties and trade unions, and/or the use of symbols considered unlawful under Italian law and/or the law of the User's country;

7.3.4. Content likely to damage minors in any manner;

7.3.5. Content aimed at promoting or starting criminal activities, such as pedophilia, scams, cybercrime, illegal drug trafficking, harassment, gambling, money-laundering, stealing and illegal commerce, including industrial/ commercial secrets, etc.:

7.3.6. Advertising, promotional material, junk mail, spam, chain letters, pyramids and any other unauthorised or unsolicited requests;

7.3.7. Content that potentially undermines in any way the reputation of MIGLIORA and/or of any other company in the Network, at the sole discretion of MIGLIORA;

7.3.8. Materials containing viruses, malware, trojans or any other code, file or program designed to interrupt, destroy or limit the functioning of software, hardware, or telecommunication equipment belonging to MIGLIORA and/or any other company in the Network and/or third parties;

7.4. Users acknowledge that MIGLIORA is not obliged to carry out any prior and/or subsequent checks on Content published by Users. However, it has the right to take decisions on the suitability of such Content, including the decision to delete it and/or any Accounts deemed to be responsible for it.

7.5. Without prejudice to the above, MIGLIORA and/or any other company in the Network shall be held completely harmless for any direct or indirect damage, whether it is contractual and/or extra-contractual, pecuniary or non-pecuniary, caused by Users to other Users and/or to third parties deriving from Content.

7.6. MIGLIORA and/or any other company in the Network shall not be held responsible for any disclosure, copying of, change or modification to, or tampering with sensitive / private / confidential User Content.

8. Use of Accounts and Tools

8.1 The User shall modify his or her Account to ensure the accuracy, completeness and truthfulness of submitted Data; furthermore, the User shall modify his or her authentication password according to the modes and terms established by Italian Legislative Decree 196/03, and in particular "Annex B). However, the User is free to discontinue use of the Tools by deleting the Account.

8.2 If the Account is not used or the Website not accessed (by logging in) for more than twelve (12) months, MIGLIORA may, at its discretion, delete the User's Account.

8.3 If the login system does not work correctly, or the suspicion arises that third parties are using Data and/or Accounts, Users shall immediately notify MIGLIORA to enable it to solve the problem by changing or deleting the User's Account, if necessary, without prejudice to confidentiality, at the User's expense and care, of his or her Data, Content and any other rights related in any manner to the Account.

8.4. The User shall strictly respect the instructions given by MIGLIORA on the use of Tools.



8.5. Without prejudice to point 1.2.1, it is expressly prohibited to use bots, spiders, crawlers and any other similar automated system. In particular, it is prohibited:

8.5.1. To Use any automatic mechanism to collect or any manual procedure to monitor or copy webpages related to Tools, Data and/or Content published on the Website;

8.5.2. Copying, duplicating, changing, adapting or exploiting Tools, Content and/or Data (fully or partially) for commercial purposes is however not allowed without the express prior consent of MIGLIORA.

8.6. Users are not allowed to use the Tools as if they were their personal independent database.

8.7. Users are not allowed in any way to use the Services in a way that is likely to damage, block, slow down or undermine the functionalities of MIGLIORA's servers and/or those of any other company belonging to the Network and/or the networks to which they are connected.

8.8. It is strictly prohibited to carry out any framing, hacking (for example, hacking credentials, defacing, code injection, reverse engineering), phishing, spamming, harvesting, or cloning activity on the Website (and its Tools) and/or on Accounts. Any such breach will result in the immediate notification to competent the civil, criminal and administrative Authorities.

8.9 Without prejudice to point f) and 7 and subsequent subsections, MIGLIORA may suspend and/or delete any Account, without prior notification, without being subject to penalties and/or sanctions of any kind. For example, an Account will be suspended and/or deleted in any of the following or similar cases:

8.9.1. Breaching of this Regulation;

8.9.2. Significant evidence of a breach of rules, in particular confidentiality rules;

8.9.3. Breaching and/or Altering, in any way and through any means, the process and/or the results of the Project;

8.9.4. Failure to pay Fees;

8.9.5. Pending notification under point 7 and subsequent subsections;

8.9.6. Breaching of the netiquette, with special reference to defaming activities;

8.9.7. Mendacious Data.

9. Confidentiality

9.1 Users commit not to disclose any Confidential Information and, in particular, expertise they may have acquired for the reason of and/or by using the Tools. In particular, they shall not disclose:

9.1.1. Project publication;

9.1.2. Participation in Negotiations;

9.2 It is henceforth stated that confidential corporate information includes, without being limited to: Research and development, products and production processes, whether applied or not, patented / registered or not, proprietary of and/or available to MIGLIORA and/or any other company of the Network and/or any other User or any of their companies, subsidiaries and/or associates, and any clients and/or suppliers; any information concerning the organisation of MIGLIORA and/or any other company in the Network, Users, or their clients and/or suppliers; any information concerning administration, services and commercial structure, employees and subcontractors (job classifications, titles, remuneration ...), clients and relationships with third parties; any related documents, business plans, financial plans, strategic plans, irrespective of the medium, etc.

9.4 The above provisions shall also remain binding for Users involved after termination, for any reason, of this Regulation in regard to Users. Exception is made when such information enters the public domain, without prejudice to indemnification for damages suffered when the User is charged for making it public.

9.5 Following successful completion of closing, Migliora shall have the right to publish any details concerning such closing: parties involved, type of deal and Project, deal amount, and further descriptive information. Such information will be published on the dedicated section of the Website.

10. Guarantees and Responsibilities

10.1. This Regulation exclusively refers to Tools and Functionalities in their technological and legal status at the moment when this Regulation and any successive changes are accepted. MIGLIORA and/or any other company in the Network do not guarantee nor promise that Tools and Functionalities are suitable to pursue a specific aim nor that they can achieve specific results.

10.2. In no event can MIGLIORA and/or any other company in the Network be held responsible for damages, costs and detriments of any kind, both direct and indirect, deriving from the use, in any form, of the Tools by the Users.

10.3. Given the characteristics of the Tools and Functionalities, MIGLIORA and/or any other company in the Network do not guarantee that they will work smoothly and flawlessly (for example, due to bugs, incompatibility with specific software or hardware, etc.). In particular, MIGLIORA and/or any other company in the Network shall be held completely harmless for problems or technical failures affecting:

10.3.1. Networks or phone lines;

10.3.2. On-line IT systems, servers or providers;

10.3.3. IT equipment;

10.3.4. Softwares, non-operation of e-mail programs or audio/video due to technical failures or excessive Internet traffic;

10.4. MIGLIORA commits, within the limits of its responsibilities, to quickly taking action to tackle any failure or disruption of Tools and/or Functionalities directly detected and/or reported by Users, however, it cannot guarantee that such disruptions will not take place and that Tools and/or Functionalities will not become temporarily unavailable thus generating errors, omissions, interruptions, deletions, defects, delays in operations and transmissions, anomalies on the line, thefts, destruction, unauthorised access or alteration of Users communications, without prejudice to art. 31 of the Legislative Decree 196/2003.

10.5. In particular, the User shall not hold MIGLIORA and/or any other company in the Network fully harmless for any failure of Tools and/or Functionalities, including when it results in errors and/or delays in Projects and/or Negotiations.

10.6 Users shall hold MIGLIORA and/or any other company in the Network completely harmless for the content of Projects. MIGLIORA's activity consists in implementing and managing, making available to Users and maintaining Tools and/or Functionalities under the terms and conditions of this Regulation. For this reason, MIGLIORA and/or any other company in the Network shall not be held responsible in any way for any conflict arising between two or more Users.

11. Waiver

11.1 Each and every User shall (also by appearing before the Court and allowing the removal from the proceedings under former art. 108 of the Italian Civil Code) hold MIGLIORA and/or any other company in the Network, including their directors, employees and/or collaborators, harmless, in all regards against any claim for compensation and/or other charges, including reasonable legal costs, claimed by other Users and/or third parties in connection with the use of Tools and/or Functionalities and/or published Content and/or participation in Negotiations.

11.2. Each User acknowledges the independent and considerable advantage and added value gained by Registering to the Website and/or Using its Tools and/or Functionalities, including by virtue of costs borne by Migliora to create, maintain and manage them.



Therefore, the User declares to hold MIGLIORA and/or any company of the Network harmless for such indemnities.

12. Miscellaneous

12.1. Without prejudice to point 5 and the following subsections, this Regulation and Privacy policy, as from time to time amended, constitute the sole and exclusive agreement between MIGLIORA and Users on the use of the Tools.

12.2. Any use, of any nature and duration, of the Tools shall be considered explicit consent to this Regulation and Privacy policy.

12.3. In the case that any provision in this Regulation or Privacy policy shall be held invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected, except as provided under art. 1419, paragraph I of the Italian Civil Code.

12.4 In the case that any provision of this Regulation is declared or deemed illicit, non-applicable or void, changes shall be made to make it legally valid and enforceable while preserving its original intent. Where this is not possible, the provision shall be replaced with a new valid and enforceable one which pursues the same aim.

12.5. Any waiver of one or more rights granted under this Regulation shall not be deemed a final waiver of such rights and shall not pose an impediment to their timely and strict compliance at any moment.

12.6. This Regulation will also remain effective and binding for Users after the deletion of an Account by virtue of those provisions surviving the termination of the contract between the parties.

12.7. Any communication required or allowed by this Regulation between the parties, except where otherwise provided, will be made in written form to the following addresses:

Viale di Porta Vercellina 9, Milano

segreteria@miglioradv.it

12.8. Any objective and/or subjective change to this Regulation, and additions, shall expressly be made in written form.

13. Applicable Law, Jurisdiction and Competent Court

13.1. This Regulation is governed by Italian Law. Any dispute arising from or relating to this Regulation - including any issue concerning its existence, validity and/or effectiveness, interpretation, execution, termination or cancellation for any reason, ... etc. - and/or the use of its Tools and any other element relating to them, shall be referred exclusively to the Italian jurisdiction and, specifically, to the exclusive jurisdiction of the Court of Milan, thus excluding any other Court which may be competent.

Milan, 10th October 2017

In accordance with and pursuant to the provisions of articles 1341 and 1342 of the Italian Civil Code, the User declares to have read, examined and approved the provisions of the Regulation drafted above:

f) - Migliora has the discretionary right to change the availability, nature, terms of use and contents of the Website and/or Tools, the conditions of the Regulation and Privacy Policy, and to suspend and/or delete Accounts;

g) - Ways of exercising the right granted in point f);

h) - Express acceptance of changes by the User if the Account is not deleted;

i) - Effectiveness of changes made by Migliora;

1.2.1 - Prohibition of assignment of Accounts;

1.2.10 and 1.2.14 non-reimbursable Fee;

2.2 - Duration;



- 2.4.2 - Exemption from liability of Migliora and/or any other company in the Network if Data is used by unauthorised third parties;
- 2.4.3 - Right to delete an Account registered by a minor and/or in case of mendacious and/or erroneous Data;
- 2.6- Acceptance of the Regulation and Privacy policy through use of Tools;
- 4 and subsections- Closing
- 6 and subsections - Notification of anomalies and/or problems; discretionary right to suspend and/or cancel a Project and/or an Account;
- 7.1 - Exclusive responsibility of Users for any Content published and/or managed through the Tools;
- 7.4 - Acknowledgment that Migliora is not responsible for carrying out prior checks on Content;
- 2.4.2 - Exemption from liability of Migliora and/or any other company in the Network towards any Content;
- 8.2 - Migliora's right to delete an Account if it is not used for more than twelve months;
- 8.3 - Obligation of Migliora to notify Users of disruptions and modes of intervention;
- 8.9 and subsections - Migliora's right to suspend and/or delete an Account without prior notice;
- 9.1 and subsections - Confidentiality;
- 10 and subsections - Guarantees and responsibility;
- 11 and subsections - Holding harmless;
- 12.6 - Provisions surviving after deleting an Account;
- 13.1 - Applicable Law, Jurisdiction and Competent Court