

1. PROTECTION OF PERSONAL DATA

From the 25th of May 2018, the “General Data Protection Regulation” (EU Regulation of the 27 April 2016, n. 659) became directly applicable.

The Italian Legislator has provided, through the d.lgs 10 October 2018, n.101, to adapt to the GDPR the rules contained in the “Privacy Code” (d.lgs 30 June 2003, n. 196 – Code on protection of personal data).

The DATA SUBJECT to the processing is the natural person to whom the PERSONAL DATA refers, that is any information concerning a natural persona identified or identifiable directly or indirectly, with particular reference to an identifier such as the name, an identification number, location data, an online identifier or one or more distinctive elements of its physical, physiological, genetic, psychological, economic, cultural or social identity;

OCCAM undertakes to process the personal data of the data subject in compliance with the relevant legislation so that they are:

- a. handled lawfully, correctly, and transparently;
- b. collected for specific, explicit and legitimate purposes;
- c. appropriate, relevant, and limited to what is necessary for the purposes for which they are processed;
- d. accurate and updated if necessary;
- e. kept in a form that allows the identification of the data subject for a period of time not exceeding the achievement of the purposes for which they are processed;
- f. treated in such a way as to ensure adequate security, through appropriate technical and organisational measures, from unauthorised or unlawful processing and from accidental loss, destruction or damage.

1.1.Identity and contact details of the data controller and DPO

Pursuant to art. 4 of the GDPR, the DATA CONTROLLER is the natural or legal person, public authority, service or other body that, individually or together with others, establishes the purposes and means of the processing of personal data.

We therefore inform you that

The Data Controller is **OCCAM (Observatory on Cultural and Audiovisual Communication in the Mediterranean and in the World)** with registered office in via Privata Duccio di Boninsegna,21 / Floor 2, 20145 Milano MI.

1.2.Data Protection Officer

OCCAM has appointed a Data Protection Officer (DPO) as a natural person with information, advice, and surveillance functions regarding the application of the GDPR, as well as cooperation and contact point with the Supervisory Authority (Data Protection Authority).

If you have any questions about this Privacy Policy, you can contact our Data Protection Officer at dpo.occam@gmail.com.

2. PURPOSE AND LEGAL BASIS OF PROCESSING

OCCAM, in the scope of the institutional activities of research, communication, cooperation and development of e-services carries out the processing of personal data mainly related to users (Service Users, Service Providers, and the Administration) which use the free services that OCCAM provides during its activities. The data processed can be:

1. Personal data voluntarily provided by the user: we collect personal information about the user when actively provided, for example when the user signs up to create a personal account on the Website and/or App or when the user contacts us for information about our services.
2. Contact and profile information: personal information, such as name and surname, email address, telephone number, FFRU reference, nationality, when signing up on our Website and App, the subscription to our mailing list or the creation of the personal area.
3. Technical information and operational data: information on plots, operational data, location, and technical means data.
4. Location Data: we can approximate the user's location on the basis of IP Address.

The legal basis for processing, as appropriate, may be established:

- from the need to perform "a task in the public interest [...]" (Art. 6. 1e GDPR);
- from the need to "fulfill a legal obligation to which the data controller is subjected"; (art. 6. 1c GDPR)
- from the need of "execution of a contract of which the interested party is a party or the execution of pre-contractual measures taken at the request of the same"; (Art. 6. 1b GDPR)
- from the need to pursue the "legitimate interest of the data controller or third parties (...)". (art. 6. 1f GDPR)

- from the consent expressed by the subject party "to the processing of its personal data for one or more specific purposes" (art. 6. 1a GDPR)

2.1. Why do we process the user's personal data?

Personal data of users are processed to:

a. Provide basic services by using the PLANTHEAD Digital Platform:

To allow the user to use the basic services (cultivation support, tools and IoT, reporting) - available for free – by using our digital platform.

Legal basis of processing: the provision of the basic service by EWA-BELT and the fulfilment of contractual obligations towards the user.

b. Ensure professional services based on the specific needs of users:

To ensure that the stakeholders of the EWA-BELT project who consult the PLANTHEAD platform receive e-services that allow to make digital and sustainable all the best practices in the field of food security.

Legal basis of processing: the provision of professional and personalised services by EWA-BELT and the fulfilment of contractual obligations towards the user.

c. Answer questions and fulfill user's requests:

To answer to requests, complaints and suggestions concerning phytopathological diagnoses, our App, and our services, which the user sends by using the appropriate form.

Legal basis of the processing: our legitimate interests to handle, in an appropriate and timely manner, the user's requests, complaints and suggestions concerning the Website.

d. Ensure the technical functioning of the Website and the App:

We collect and use the user's personal data to technically manage the Website and the App and ensure that they work properly.

Legal basis of processing: our legitimate interests to ensure the proper functioning of the Website and the App from a technical/IT point of view.

e. To inform the user about changes to the terms and conditions of use of the Website and App and to provide this Privacy Policy:

To submit information about changes to the terms and conditions of use of the Website and the App and to provide this Privacy Policy.

Legal basis of processing: our legitimate interest to inform the user well in advance about the entry into force of such changes.

f. Compliance with legal obligations:

To comply with our legal obligations, under orders of government authorities that may also include provisions from government authorities outside your country of residence, when we reasonably believe that we are obliged to such communications and when the disclosure of your personal data is strictly necessary to comply with such legal obligations or government orders.

Legal basis of processing: compliance with our legal obligations.

g. Preventing fraud and abuse:

We will use information about fraudulent or criminal activities related to the use of our services for the purpose of detecting and preventing fraud or abuse.

Legal basis of processing: our legitimate interests to protect our organization from fraudulent activities.

h. Legal protection of our interests:

To enforce under the law our terms and conditions contractual terms and conditions, protect our rights, privacy, security, or property, and/or that of our affiliates, and allow us to pursue available legal remedies or limit any eventual damages at our charge.

Legal basis of processing: our legitimate interests to protect our organization under the law.

2.2. Information on the processing of personal data

In compliance with Articles 13 and 14 of the GDPR, the Data Controller provides specific information to data subjects.

Specific information, pursuant to Articles 12, 13 and 14 of the GDPR, details to the data subject the information related to:

- the contact details of the Data Controller and the Data Protection Officer;
- the purposes of processing;
- the categories of data processed;
- the legal basis for processing;
- the nature of the data provision;
- the data source;
- the modalities of the processing;
- the categories of data recipients;
- the data retention period;
- the rights of data subjects.

In the Information section, the main information on the processing of personal data is available.

2.3. Rights of the data subject

The subjects to whom the personal data refer have the right at any time to obtain the validation of the existence or not of the data and to know the content and origin, verify their accuracy or request their integration, updating, rectification and in particular:

- **Right of access** (Art. 15 GDPR). The right to obtain access to personal information about the user along with some related information;
- **Right of rectification** (Art.16 GDPR). The right to obtain the rectification of personal data without undue delay if the personal data are inaccurate or incomplete.
One has the right to request the erasure, limitation of processing, the transformation into anonymous form or the blocking of data processed in violation of the law, as well as to object in any case, for legitimate reasons, to their processing, namely:
- **Right to erasure** (Art.17 GDPR). The right to obtain the erasure of your personal data without undue delay in certain circumstances, such as if the personal data are no longer necessary and are related to the purposes for which they were collected or processed;
- **Right to restriction of processing** (Art.18 GDPR). The right to obtain, in specific circumstances identified by the applicable law, a limitation of the processing of data for a certain period of time, for example when you contest the accuracy of personal data, for the time necessary to verify them.

- **Right to data portability** (Art.20 GDPR). The right to receive personal information in a common format and to have it transferred to another data controller;
- **Right to object** (Art.21 GDPR). The right to object, on grounds relating to your particular situation, to the processing of personal data

FOR PROCESSING BASED ON CONSENT, the data subject has the right to withdraw consent at any time, without prejudice to the lawfulness of the processing based on the consent given before the withdrawal (art. 7 c.3 GDPR).

Rights can be exercised by contacting the Data Controller and/or the Data Protection Officer at the following addresses:

- e-mail: occam@occam.org
- by post, at OCCAM (UN-Affiliated Observatory on Digital Communication)

2.4 How long do we retain personal data?

We intend to retain the user's personal data for as long as the data subject has not requested erasure.

EWA-BELT undertakes, in accordance with the terms of service indicated on our Website and on our App, to keep the data provided by the user and to make them available for processing through the tools offered by our services.

EWA-BELT reserves the right to store anonymized, thus aggregated customer information for statistic and scientific use aimed at improving the services provided on the basis of a legitimate interest. If the user requests the erasure of the information, it will be deleted from our archives, prior verification of the existence of conditions preventing the erasure of the same.

2.5 What transfers can we make?

We may disclose some of the user's personal data and information for IoT research and development purposes. In addition, for some of the processing mentioned above, we may use partners that are located outside the territory of the European Union. Under these circumstances, we ensure that the transfer of data outside the EU will take place in accordance with the applicable legal provisions by stipulating, if necessary, agreements that guarantee an adequate level of protection and/or by adopting the standard contract terms established by the European Commission.

2.6 How do we protect the user's personal data?

Information security is very important to us, and we have put in place safeguard measures to preserve the integrity and security of the information we collect and share with our Website and App providers.

However, no security system is impenetrable, and we cannot guarantee the safety of our systems to 100%. In the case that any information under our control is compromised due to a security breach, we will take reasonable measures to investigate the situation and, where appropriate, notify persons whose information may have been compromised and take other measures, in accordance with applicable laws and regulations.

2.7 Cancellation of services

To unsubscribe from the Website and/or the Platform, the user must click on the unsubscribe link and follow the instructions or change the preferences in the personal area.

In case of problems, please send an e-mail to: occam@occam.org

2.8 Applicable law

This Privacy Policy is governed by and will be interpreted in accordance with the provisions and any other mandatory legislation applicable in the European Union.

2.9 Complaint to the Supervisory Authority

The interested party has the possibility to lodge a complaint with the Data Protection Authority, which can be contacted at <https://www.garanteprivacy.it/>.

3. TERMS & CONDITIONS OF THE SERVICE

3.1. Terms of use of the service offered

This document governs the terms and conditions ("Terms and Conditions") of access and use by users ("Users") of the service, in the manner specified below, ("Service") offered by OCCAM (Observatory on Cultural and Audiovisual Communication in the Mediterranean and in the World) with registered office in via Privata Duccio di Boninsegna, 21/Floor 2, 20145 Milan, C.F. 97272260155 ("OCCAM") through the digital platform used by Users through a mobile application ("App") or the website available at <https://www.ewabelt.eu/> ("Site") owned by the EWA-BELT Consortium.

Terms and Conditions define the relationship between EWA-BELT and its Users and apply to any contract signed by the Parties for the provision of the Services offered by the Provider ("Contract") that constitutes the entire agreement between the Consortium EWA-BELT and its Users and that can be improved by registering via App or Site.

The user acknowledges that these Terms and Conditions of Use only set out the terms of the Agreement between the Provider and the User and do not refer to the relationship of the user with any other provider.

The current version of the Terms and Conditions contains only the terms and conditions applicable to EWA-BELT's relationship with the user.

If any part of the Agreement cannot be enforced, it will in no way affect the lawfulness, validity, and effectiveness of the rest of the Terms and Conditions of Use.

If the user does not comply with the Terms and Conditions and EWA-BELT does not take immediate action, this does not mean that EWA-BELT has waived any rights and may still act in future.

EWA-BELT may from time to time review these terms of use, but the most current version will always be at <https://www.app.ewabelt.eu/>.

For any question about these terms of use, it is possible to contact OCCAM at info@ewabelt.eu or at occam@occam.org

3.2 Definitions

Except for terms defined elsewhere in the Agreement, the following terms and expressions have the following meanings:

3.2.1 "App" means the mobile application known as "PLANTHEAD Platform" that is made available by EWA-BELT through the web.

3.2.2 "Data" means all information that can be traced back to the User and the use of the Service. This information also includes Personal Data.

3.2.3 "Personal Data" means information that identifies or makes identifiable, directly or indirectly, a natural person and that may provide information about his or her characteristics, habits, lifestyle, personal relationships, state of health and economic situation as indicated by art. 4 Reg. (EU) 2016/679.

3.2.4 "Supplier" means the EWA-BELT consortium of which OCCAM is a part, owner and operator of www.ewabelt.eu and the PLANTHEAD Platform software, in whatever form (web app, mobile app or any other form). Within this document the terms "Supplier" and "Consortium" identify the same subject.

3.2.5 "Hardware" means electronic "IoT" systems aimed at the collection of environmental or mechanical data and their transmission to the User and to EWA-BELT with the sole purpose of providing the User with targeted services; actuators for the remote control of agricultural systems.

3.2.6 "Service" means the remote access and use by the User of management programs made available and managed by the Provider including information services, alerts, suggestions, reporting, communication that are offered using data collected through software, hardware and channels created with EWA-BELT partners.

3.2.7 "Software" means a set of tools developed by EWA-BELT to enable or facilitate activity logging, digital tracking, activity management and research support operations.

3.2.8 "User" means the person who will use the Service offered by EWA-BELT.

3.3 Description of the service

3.3.1 EWA-BELT, as part of its business, produces and offers to users, on its own and through the partners of its consortium, through a cloud-based information technology platform ("Platform") of solutions to support farmers, for phytopathological diagnosis and for the creation of a shared knowledge on food security and best practices in sustainable intensification.

3.3.2 EWA-BELT, as a licensee of the Platform, will not charge for access to the Service.

3.3.3 The Service allows the processing of information provided by the User in order to improve the management of its agricultural activity. All information collected will be used in the interest of the User in order to give useful tools for the management of their activities.

3.4 The registration process

Registration for the Service takes place through the Site or the App and requires acceptance of these Terms and Conditions.

To use the Software, Hardware and Service of EWA-BELT, the User must provide a set of data and information in order to be able to make use of the resources offered by the Supplier. The User agrees not to impersonate another person or entity, not to use fictitious names or provide incorrect information related to his connection with persons or entities.

At the time of registration, the User provides the Platform with some data through the forms on the Web site or on the App, such as:

- Personal identification and personal data (e.g., first name, surname)
- Contact information (e.g., e-mail address and telephone number)
- Geolocation data (such as the unique system identifier used by the User or the connection IP address).

In order to use the Service, the User undertakes to:

- provide the information requested during the registration process ensuring that it is up-to-date, complete and true ("Registration Data");

- promptly and constantly update the Registration Data so that they are always current, complete and true.

If the User provides false, inaccurate, outdated, or incomplete information, or if the Provider considers, on its own discretion, that the information provided by the User is false, inaccurate, out of date or incomplete, however, the latter shall have the right to disable the User's account temporarily or permanently and to prevent the user from any subsequent use of the Service.

The User agrees that if the same provides false, inaccurate, not current or incomplete information or if the Provider considers, on the basis of its own discretionary assessment, that the information provided is false, inaccurate, not current or incomplete, the Provider shall have the right to make the effectiveness of the Agreement to the verification of the mentioned data, giving notice to the User by e-mail.

The User is solely responsible for the updating of Data and information and acknowledges as of now that the Provider cannot be held responsible for any consequences arising from the failure to update.

The User acknowledges that the credentials to access the Platform are personal and confidential must keep them secret, not share them with anyone and not allow third parties to access the Platform and the Service with their credentials.

The User acknowledges that the sharing of his credentials results in a violation of the Terms and Conditions.

3.5 Limits of service

The Provider has the final right of decision regarding the granting of access to services to the User.

The Provider reserves the right to refuse the request for services from Users, without having to provide explanations.

The Provider reserves the right to restrict or withdraw access to the EWA-BELT Platform and its services in the case of any misuse by the User.

Without prejudice to the commitment to provide the Service with reasonable care and diligence and to the best of its ability, the activities of the Provider shall be regulated in the following ways: a) the Provider does not guarantee that the Service will not be interrupted and/ or modified due to routine maintenance or renewal of equipment or sudden failures of the Platform; b) the Provider shall ensure that it employs the best technologies known to it in all matters relating to the security of the User's data.

The Provider and the User mutually acknowledge the fact that the above-mentioned suspensions or disconnections are necessary by the type of services provided by the Provider and that, therefore, the same cannot be held in any way responsible for the temporary disabling of services.

The User acknowledges that the Provider is in no way responsible for the possible inaccessibility or operation of the Service due to malfunctions of the Internet network and/or connection to it.

The User agrees that the entire risk arising from his decision to use the Service and any other service requested in connection with it shall remain solely at its own expense, to the extent permitted by applicable law. EWA-BELT does its best to ensure that all elements of the Service that require an Internet connection are always available to the user.

However, due to the very nature of the Internet and technology, such features of the Service may not be available if there is the need to undertake scheduled or emergency maintenance on EWA-BELT systems.

3.6 Commitments by the User

- a)** The User agrees to use the Service, IoT Devices and the Platform in accordance with the Terms and Conditions.
- b)** The User is responsible for any damage ensuing and/or resulting from and/or linked from its use to the Service and/or IoT Devices and/or the Platform and will hold the Provider harmless in the case the latter suffers damage from the use of the User.
- c)** The User guarantees that the use of the Service and any material entered through the Service does not violate any law of Italy, of the European Community and of its country of origin. In particular, the User warrants that such material does not violate or infringe any copyright, trademark, patent, or other legal or customary right of third parties.
- d)** It is expressly forbidden to use the Service to contravene or to violate in a direct or indirect way the laws of the Italian State or of any other State of the European Union or of the countries of the users, including materials, documentation or computer programs that may provide information or support for such violations. In case of contravention of the indicated prohibitions, the Provider will suspend the Service.
- e)** The User is also responsible for the choice and use of any other type of program, machine or service he will use to use the Service and the Platform, as well as for the regular updating of the operating systems concerned with the optimal functioning of the programs themselves.
- f)** The User declares and warrants:
 - f.1.** not to attempt to circumvent, disable, compromise or interfere in any way with the security features of the Service;
 - f.2.** not to modify, interfere, intercept, interrupt or "hack" the Service;
 - f.3.** not misuse the Service by knowingly introducing viruses, trojans, worms, logical bombs or other materials that would damage the Service or any equipment used by EWA-BELT to provide the Service;
- g)** It is the User's sole responsibility to have adequate technical and operational preparation both for the general use of the Service, IoT Devices and the Platform, and as regards the knowledge of the procedures to be carried out with particular reference to the operating procedures required by the programs.
- h)** The Service is for the exclusive use of the User and is not extendable and/or transferable to third parties, being they natural and/or legal persons.

i) The user may not sell or otherwise make available the Service, any part of the Service or any content made available through the Service to others.

j) Failure to comply with this paragraph 3.6 "User Commitments" constitutes a serious breach of the Agreement and may result in the adoption of all or any of the following actions (with or without notice):

j.1. immediate, temporary or permanent revocation of the user's right to use the Service;

j.2. immediate, temporary or permanent removal of any User content;

j.3. sending a warning to the User;

j.4. legal action towards the User, including claims for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) arising from the breach; or

j.5. disclosure of such information to law enforcement as reasonably deemed necessary by EWA-BELT.

k. The responses described in paragraph j are not complete and EWA-BELT may take any other action it deems reasonably appropriate.

3.7 Limits of liability by the Provider

The User acknowledges and recognizes that no liability can be attributed to the Provider:

1. concerning the suitability or adequacy of the Service, IoT Devices and/or Platform in relation to the achievement of specific objectives or results by the User;
2. in case of economic, commercial, direct or indirect damages of any nature that the User may, or third parties may, in relation to or depending on the use of the Service, IoT Devices and/or the Platform;
3. for direct or indirect damages of any nature that the User may, or third parties may, in any way, in connection with or dependent on this Convention, including those resulting from the use, or non-use, of the procedures and errors thereof;
4. in case of non-use of the Service, IoT Devices and/or the Platform by the User.

In any case, the Provider may provide third parties with information in an aggregated and anonymous form that does not identify the User. For more information about the processing of personal data by EWA-BELT, please refer to the Privacy Policy of the Provider's website and app.

The Provider shall not be liable in any way for any damages caused by third parties using the Service, including, but not limited to, persons who commit infringements of intellectual property, defamation or any other action against the User.

Provider shall not be liable for any delay or non-performance of the Service resulting from causes that are beyond its reasonable control as caused by major forces or other circumstances which go beyond the reasonable control of the Party, including, but not limited to, fires, floods, earthquakes, natural disasters or other causes of major force, terrorist attacks, rebel attacks, civil unrest,

embargoes, government action or similar, general strikes, lockouts, embargoes and public authority orders.

3.8 Use of the License

Provider grants the User a limited, non-exclusive license for the use of PLANTHEAD Platform, which excludes all ownership rights.

Each EWA-BELT App (web or mobile) is downloaded and installed under the same non-exclusive license.

The provision of services by the User to third parties using all or part of EWA-BELT is prohibited unless the Provider has given written consent.

The User is not authorized to sell or offer, in any form, all or part of the Provider's Service to anyone.

Attempts of copying, completely or partially, or of reverse-engineering any software, hardware or service of the Provider are strictly prohibited, except with the Provider's written consent.

The use of the Software, Hardware and/or Service of the Provider implies the full responsibility of the User not to infringe any intellectual property of the Provider.

The User is expressly prohibited from accessing the EWA-BELT platform through a VPN or proxy server.

It is the User's obligation to inquire about the terms of use and privacy policy applied by third-party service providers.

The Provider shall not be liable for any damage or loss resulting from the use of content, products or the Service made available on or through third-party portals.

The User may not engage in any activity to use the EWA-BELT logo, to impair or weaken the rights of the Brand Provider and to claim trademark rights.

3.9 Contents

When the User sends content through the Platform, he guarantees and assigns to the Provider and its partners and representatives the possibility, until withdrawn in writing, of using the same for analysis, storage and creation of content related to the provision of the Service.

Provider reserves the right to add, modify and delete any content to/from its products and services.

Provider does not exercise any control over third-party sites or on the contents of the services provided by it or on the policies adopted by them in their provision. Access to such third-party sites or content is at your own risk and you should always read the third-party terms of use and privacy policy before using it.

3.10 Rights of use and intellectual property

All components, content and design details related to the Service and the Platform are property of the Provider and/or the Group to which it belongs and subjected to intellectual property and trademark rights. The User agrees not to copy, reproduce, modify, prepare derivative works, distribute, grant, transfer, publicly display, publicly perform, broadcast, stream, broadcast over the air or otherwise exploit the content, information and materials contained in the App or related to the Service or to decompile, decode or disassemble the contents, information and materials contained in the App or related to the Service or its systems or networks, except as permitted by applicable law and unless the Provider gives its written consent. The User undertakes not to access the Service through an interface other than that provided or authorized by the Provider.

The User also undertakes not to link, duplicate or frame any part of the content, information and materials reported on the Apps or related to the Services, to use programs or scripts in order to extract, index, analyze, or otherwise derive data from any part of the content, information, and materials contained in the App or related to the Service or unduly burden or hinder the operation and/or functionality of any aspect of the App and/or the Service or its systems or networks.

The User is expressly prohibited from attempting to obtain unauthorized access or to compromise any aspect of the content, information and materials contained in the App or related to the Service or its systems or networks of EWA-BELT.

The use of the software downloaded from the website is allowed only in compliance with the license rules issued by EWA-BELT.

The Service may only be used by persons over the age of 18. The Provider assumes no responsibility for the use of the Service by minors.

3.11 Updates

OCCAM is constantly updating and improving the Service to try to find ways to provide users with new and innovative features and services. Improvements and updates are also made to reflect changes in technologies, behaviors, and the way the Internet and the Service are used.

For this purpose, the user may need to update, reset, stop offering and/or support a certain part of the Service or a function related to the Service ("Changes to the Service"). These changes to the Service may affect the user's past activities on the Service, the features used, and the user's Contents ("Service Elements"). Any changes made to the Service may result in the deletion or reset of the user's Service items.

The User agrees that a key feature of the Service is that changes will be made to the Service itself over time and this principle is one of the pillars on which the user's access to the Service is based. When the user makes a change to the Service, he automatically accepts that change by continuing to use the Service. The user is always free to stop using the Service.

3.12 Duration, withdrawal, cancellation, suspension, termination

The Terms and Conditions are valid for the duration of use of the Service, Platform and/or IoT Devices.

If the User wishes to terminate this Agreement, he will be required to perform an appropriate termination procedure by email.

The Provider reserves the right to suspend and/or stop the use of the Service and this without recognition of any reimbursement and/or compensation, if he becomes aware, thus determines, at its sole discretion, that the User has violated or is violating the provisions of this Agreement, giving notice to the User by e-mail.

The Provider reserves the right to any action for redress and/or compensation or otherwise provided by the law on the person responsible for such violations including the right to terminate the Contract.

In the case of termination, without prejudice to the Provider's right to compensation, the User shall not be entitled to any refund.

3.13 Applicable Law and Competent Court

For all disputes that may arise between the Parties regarding interpretation of the Agreement, the execution and termination of this Agreement falls under the competence of the jurisdiction of the Court of Milan.

These Terms and Conditions are governed by Italian law.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the User declares that he has carefully read, understood, and that he specifically approves the content of the following clauses:

3.5 Limits of the Service;

3.6 Commitments by the User;

3.7 Limits of liability by the Provider;

3.8 Use of the License;

3.9 Content;

3.10 Right of use and intellectual property;

3.11 Duration, withdrawal, cancellation, suspension, termination;

3.12 Applicable law and competent court.

4. COOKIES

Cookies and similar technologies are very small text documents or pieces of code that often contain a unique identification code. When you visit a website or use a mobile application, a computer asks your computer or mobile device for permission to save this file on your computer or mobile device and access the information. The information collected through cookies and similar technologies may include the date and time of your visit and how you use a particular website or mobile application.

4.12 Why do we use cookies?

Cookies ensure that we can see how our website is used and how we can improve it. In addition, depending on your preferences, our cookies may be used to present you with targeted advertisements that match your personal interests.

4.13 What kind of cookies do we use?

- **Necessary cookies:**

These cookies are necessary for the proper functioning of the website. Some of the following actions can be performed using these cookies.

- Save cookie preferences for this website
- Save your language preferences
- or Access to the portal.

- **Performance cookies:**

These cookies are used to collect statistical information about the use of our website, also called analysis cookies. We use this data to optimize performance and website.

4.14 Functional cookies:

These cookies allow a greater functionality for visitors to our website. These cookies may be set by our external service providers or by our website. Features may or may not be enabled.

4.15 How can I disable or remove cookies?

You can choose not to accept all cookies except those required (currently, those concerning geolocation).

You can also change your cookie preference settings via your Browser.