

GENERAL TERMS OF USE

Welcome to our website spotti.com. These general conditions of use govern the access and use of the site spotti.com, as well as the purchase of the products on the site and assume the reading, the knowledge and the acceptance of these general conditions of use.

This web site is managed and maintained by SPOTTI SRL ("SPOTTI"), with registered office in Italy, Milano, Viale Piave, 27 Cap 20129, Iscr. Reg. Imp., C.F. 07343480153 e P.IVA n. 12645280152.

If you need assistance visit the ORDERS - CUSTOMER SERVICE area. You can find information about purchases and shipments, refunds and return of products purchased on spotti.com as well as suggestions and other general information about the services provided by spotti.com. Remember that you can always contact Spotti.com via email by writing to customerservice@spotti.com. For any other legal information, see the General Terms and Conditions of Sale, Right of Withdrawal and Privacy Policy of spotti.com.

SPOTTI may modify or simply update, in whole or in part, these general terms and conditions of use. Changes and updates to the general terms of use will be binding as soon as they are published on the website in this section. We kindly ask you to regularly access this section to verify the publication of the most recent and updated general terms of use of spotti.com. If you do not agree, in whole or in part, with the general terms of use of spotti.com, please do not use our website.

The access and use of spotti.com, including the visualization of Web pages, communication with SPOTTI, the possibility to download information about the products and the purchase of the same on the website, are activities carried out by our users Exclusively for personal use unrelated to any business, and professional. Remember that you will be the only one responsible for the use of spotti.com and its contents. In fact, SPOTTI cannot be held responsible for the use not conforming to the applicable law, the website and the contents of each of its users, it saves the responsibility of SPOTTI for intent and gross negligence. In particular, you will be the sole and only responsible for the communication of incorrect information and data, false or relating to third parties, without having expressed their consent, and in view of incorrect use thereof.

Lastly, since each material will be downloaded or otherwise obtained through the use of the service at your choice and at the risk of the user, any liability for any damage to computer systems or loss of data resulting from the download operations falls on the user and shall not be liable to SPOTTI who disclaims any liability for damages arising from the inaccessibility of the services present on the site or from any damage caused by viruses, damaged files, errors, omissions, interruptions in the service, removal of the contents, issues connected to the network, to the providers or to telephone and/or telematic connection, to unauthorized access, to alterations of data, to the failure and/or defective functioning of the electronic equipment of the user.

You are responsible for the custody and correct use of your personal information, including credentials that allow you to access the confidential services, as well as any harmful or prejudice that may result from SPOTTI or third parties as a result of incorrect use, loss, and subtraction of such information.

1. Privacy Policy

Please read carefully the Privacy Policy that applies even if the user accesses spotti.com and uses the related services but does not purchase any products. The Privacy Policy helps you understand how spotti.com collects and uses your personal information and for what purposes.

2. Intellectual Property Rights

The contents of spotti.com, such as, but not limited to, works, images, photographs, dialogues, music, sounds and videos, documents, drawings, figures, logos and any other material, in any format, published on spotti.com, including menus, Web pages, the graphics, the colors,

the diagrams, the tools, the fonts and the design of the Web site, the diagrams, the layouts, the methods, the processes, the functions and the software that are part of spotti.com, are protected by copyright and any other right of Intellectual property of SPOTTI and other rights holders. Reproduction of spotti.com and its contents, is prohibited, in whole or in part, in any form, without the express written consent of SPOTTI.

SPOTTI has the exclusive right to authorize or prohibit direct or indirect, temporary or permanent reproduction, in any way or form, in whole or in part, of spotti.com and its contents. With regard to the use of spotti.com, you are only authorized to view the website and its contents. You are also authorized to carry out all those other temporary reproduction acts, which are of economic relevance, which are considered transient or ancillary, an integral and essential part of the same visualization of spotti.com and its content and all other navigation operations on the website that are performed only for a legitimate use of spotti.com and its contents.

You are not allowed to perform any reproduction, on any media, in whole or in part of spotti.com and its contents. Any act of reproduction shall be, from time to time, authorized in writing by SPOTTI or, if necessary, by the authors of the individual works contained on the website. Such reproduction operations shall nevertheless be performed for lawful purposes and in accordance with the copyright and other intellectual property rights of SPOTTI and the authors of the individual works contained on the website. The authors of individual works published on spotti.com have, at any time, the right to claim the authorship of their works and to oppose any deformation, disfigurement or other modification of the works themselves including any act to the detriment done to the works, whether it be of prejudice to their honor or to their reputation. You undertake to respect the copyright of the artists who have chosen to publish their works on spotti.com or who have cooperated with spotti.com to create new expressive and artistic forms destined to be published, even not in exclusive way on the website, or, again, forming an integral part of it. You are not, under any circumstances, authorized to use in any way and form the contents of the website and any individual work protected by copyright and any other intellectual property rights. For instance, you may not alter or otherwise modify the contents and protected works without the written consent of SPOTTI and, where necessary, the individual authors of the works published on spotti.com.

3. Trademarks and domain names

SPOTTI SRL is the only owner of the logos and trademarks "SPOTTI " and "spotti.com " and any other distinctive sign that comprises the word "SPOTTI ", including the domain name "spotti.com".

All other distinctive marks that distinguish the products sold on spotti.com and present on the website are registered trademarks of their respective owners and are used within spotti.com, for the sole purpose of distinguishing, describing and promote products for sale on spotti.com. SPOTTI and all other registered trademark holders have the right to make exclusive use of the trademarks of their respective proprietorship.

You are not authorized, except with the consent of SPOTTI and any other registered trademark holder, published on the website, to use these trademarks, to distinguish products or services that are not comparable to those of spotti.com or other trademark holders.

Most of the trademarks on the website and related to products for sale on spotti.com are famous and known to the general public and to every user of spotti.com.

Any use of these trademarks not complying with the law, as unauthorized, is prohibited and involves serious legal consequences. It is in no way permitted to use such trademarks and any other distinctive sign on spotti.com to take unfair benefit of the distinctive character or reputation of these marks or in such a way as to prejudice them and their holders.

4. Links to other websites

Spotti.com contains hyperlinks ("Links ") to others Web sites that do not have any associations to spotti.com or SPOTTI.

SPOTTI does not control or monitor these websites and their content. SPOTTI will not be held responsible for the contents of these sites and the rules, which are also taken with regard to your privacy and the processing of your personal data during your browsing operations. Please be careful when you link to these websites through the links on spotti.com and read carefully their terms of use and privacy regulations.

We remind you, in fact, that these general terms of use and the Privacy Policy of spotti.com do not apply to websites operated by other parties other than SPOTTI.

Spotti.com provides links to other websites only to facilitate its users in search and navigation and to facilitate the Internet hyperlink to other websites. The activation of the links does not imply any endorsement or reporting of SPOTTI for access and navigation on these websites, nor any guarantee about their contents, services or goods supplied by them and sold to Internet users.

5. Links to Spotti.com

Anybody interested in activating links to the Home page and other web pages of spotti.com, which are freely accessible, please contact SPOTTI at the following e-mail address customerservice@spotti.com. The contact is required to enable the consent request to the hyperlink to spotti.com. The activation of links is granted by SPOTTI to the applicant, free of charge and in a non-exclusive way.

SPOTTI reserves the right to oppose the activation of direct links to its website in the event that the applicant, who intends to activate the link to spotti.com, has in the past adopted unfair commercial practices or not complying with industry habits or actions of unfair competition against SPOTTI or its suppliers or when SPOTTI doubts may be adopted in the future or when the requesting party has adopted, in the past, or is subject to the adoption in future, discrediting actions against SPOTTI and spotti.com. It is, in any case, prohibited the activation of deep hyperlinks (such as deep frames or deep links) to spotti.com or the unauthorized use of meta-tags, without the written consent of SPOTTI.

6. Contents Warning

SPOTTI has taken every possible precaution to prevent content describing or representing scenes or situations of physical or psychological violence in the website, or such that, according to the sensitivity of the users of spotti.com, can be considered detrimental to the civil convictions, human rights and dignity of people, in all its forms and expressions.

In any case, SPOTTI does not warrant that the contents of the website are appropriate or lawful in other countries outside of Italy.

However, if such content is believed not lawful or illegal in some of these countries, please do not access our website and if you choose to access it in anyhow, we inform you that the use you decide to make of the services provided by spotti.com will be your sole and personal responsibility.

SPOTTI has also taken every suitable precaution in order to assure its users that the contents of spotti.com are accurate and do not contain incorrect or outdated information, related to the date of their publication within the website and, as much as possible, even later.

However, SPOTTI does not take any responsibility towards users regarding the accuracy and completeness of the content published on spotti.com, without prejudice to its liability for intent and gross negligence and except as otherwise provided by law.

SPOTTI, moreover, cannot guarantee to users that the Web site operates continuously, without interruption and in the absence of errors or malfunctions due to the connection to the Internet.

If you have any problems with the use of our website, please contact us at customerservice@spotti.com. A manager will be at your disposal to assist you and to help you restore the functionality of your website access, if that is possible. In the same way, you should contact your Internet service provider or check that every device for your Internet connection and access to Web content is enabled correctly, including your Internet browser.

Although SPOTTI attempts to do everything possible to ensure constant access to its website,

the dynamic nature of the Internet and its contents, may not allow Spotti.com to operate without suspensions, interruptions or discontinuities due to the need to operate website updates. SPOTTI has adopted appropriate technical and structural measures to safeguard the security of its services on Spotti.com, the integrity of traffic and electronic communications data in relation to forms of use or cognition not permitted as well as to avoid risks of dispersal, destruction and loss of data and confidential and non-related information, relating to its users, on spotti.com, or unauthorized access, or not complying with the laws applicable to data and information.

7. Our Trade Policy

SPOTTI has adopted its own commercial policy; Its mission is to sell products through its services and its Web site only to the “final consumer”, meaning with this term a natural person who acts, on spotti.com, for purposes unrelated to his own business commercial, entrepreneurial or professional activity. If you are not a final consumer, please do not use our services to purchase products on spotti.com.

If not, SPOTTI will have the right not to accept proposals for purchase orders from persons who are not final consumers and any other purchase order proposal that is not in conformity with the general conditions of sale and these general terms of use.

8. Applicable law and settlement of disputes

These general conditions of use are governed by the Italian law and in particular by the Legislative Decree of September 6, 2005 N. 206 (Code of consumption). In the case of disputes arising from the general conditions of use between SPOTTI and each of its end users, SPOTTI guarantees, from now on, the full adhesion and acceptance of the reconciliation service RisolviOnline. RisolviOnline is an independent and institutional service, provided by the arbitral Chamber of the Chamber of Commerce of Milan, which makes it possible to reach a satisfactory agreement, with the help of a neutral and competent conciliator, in a friendly and safe manner, on the Internet. For more information about the rules of RisolviOnline or to send a conciliation request, please log in to Risolvionline.com.

It is also advised that the European Commission provides a platform for the extra-judicial alternative dispute resolution, accessible on the website <http://ec.europa.eu/odr>.