

## Terms of Use of the Website [www.crifcybergame.com](http://www.crifcybergame.com)

**Website use.** This website ("Website"), available at [www.crifcybergame.com](http://www.crifcybergame.com), is owned by CRIF S.p.A:

**Registered office:** via della Beverara 21 | 40131 Bologna | Italy

**Share capital** € 51,747,045.00 fully paid up | **R.E.A. no.** 410952 | Bologna Company Register, **Tax Code and VAT no.** 02083271201

Company subject to the management and coordination of CRIBIS Holding S.r.l., Company with sole shareholder

By using our Website, you hereby accept these conditions ("Terms of Use"), which take effect immediately from your first use of this Website. Please read the Terms of Use carefully. If you (or your company) do not agree to be bound by the Terms of Use, you must leave this Website immediately.

You and/or your company are obliged to abide by all the rules and conditions available on the Website.

You must not misuse the Website, for example, by interfering with the features of the Website or attempting to access it using any method other than the interface and instructions we provide.

You (and/or your company) must only use the Website as permitted by law and these Terms of Use.

The content of this Website is for your use only and not for any other commercial use by you (or your company). You cannot reproduce, publish, distribute, display or transmit for commercial use, including for non-profit or advertising purposes, all or any part of the Website. You must not use the Website to transmit any untrue, misleading, fraudulent or illegal communications.

We reserve the right to investigate complaints or reports of violations of our Terms of Use and to take any action we deem appropriate, including, without limitation, reporting any unlawful activity to law enforcement, regulatory authorities, or other appropriate public authorities, and providing such parties with all necessary and appropriate information regarding user profiles, e-mail addresses, usage history, submitted materials, IP addresses, and traffic information.

We may suspend or discontinue providing the Website to you if you do not comply with our Terms of Use or if we suspect unlawful conduct.

We constantly change and improve the Website. We may add or remove functionalities and features and we reserve the right to suspend or stop providing the Website altogether.

CRIF SPA may also add or create new limitations to the Website at any time. If we discontinue or change a feature of the Website, we will, as far as possible, notify you.

In connection with your use of the Website, we may send you service announcements, administrative messages, and other information.

The Web Site must not be misused. You may only use the Website in the manner permitted by law.

**Use of Website content.** Certain content on the Website may only be used after you have completed the Nickname and age range fields on the entry screen.

**Warranties and Disclaimers.** We provide the Website using a reasonable level of skill and care.

Other than what is expressly stated in these Terms of Use or any additional terms, CRIF SPA makes no specific promises about the Website.

We make no commitments about the content within the Website, the specific functions of the Website, or their reliability, availability, or ability to meet your needs.

We provide the Website "as is" and make no express or implied warranties, conditions or representations that this Website will be available without interruption or without errors, viruses or bugs. You acknowledge your responsibility to implement anti-virus procedures and checks.

**Responsibility for the Website.** To the extent permitted by law, CRIF SPA shall not be liable for any loss of profits, revenue or data, financial loss or indirect, special, consequential, exemplary or punitive damages that may be incurred by you (and/or your company) as a result of your use of the Website.

In all cases, CRIF SPA shall not be liable for any loss or damage that is not foreseeable.

However, nothing in these Terms of Use shall exclude or limit our liability for death or personal injury caused by our negligence or for any liability that we cannot limit or exclude under the law.

CRIF SPA shall not be liable for any loss, damage, claim or liability of any kind resulting from the use of the Website. You shall indemnify CRIF SPA and its affiliates, officers, agents and employees against any claim or action arising out of or in connection with your use of the Website or your breach of these Terms of Use, including any liability or expense arising out of claims, losses, damages, suits, judgments, court costs and attorneys' fees.

**Link Policy.** This Website may contain hyperlinks to web pages operated by third parties. These links are provided for convenience only and are not controlled by CRIF SPA, which is not responsible for the content of such web pages. The inclusion of such links does not imply any approval of the material contained therein. You are advised that the use of links to visit third party web pages is at your own risk. You may not add any link to our Website without first obtaining our written permission.

**Intellectual property.** By using the Website, you do not become the owner of any intellectual property rights on the Website or the content you access. These terms do not grant you the right to use any trademark or logo used on the Website. You may not remove, obscure or alter any legal notices displayed on the Website. CRIF SPA is and remains the holder of all rights, titles and interests in the Website and its content. You agree to use the Website and its content exclusively for your personal use and you undertake not to copy, even partially, the Website, not to make any commercial use of it and not to rent, lease, lend, resell, publish, license or sublicense, distribute, assign or transfer in any way parts of the Website to third parties.

**General provisions.** CRIF SPA reserves the right to modify these Terms of Use, for example, in the event of changes to the law or changes to the Website.

If you do not accept the modified Terms of Use, you must stop using the Website.

These Terms of Use govern the relationship between you and CRIF SPA, excluding the creation of any rights in relation to third party beneficiaries.

Under no circumstances can the lack of exercise of a right arising from these Terms of Use or tolerance of a breach thereof be understood as a waiver or implied modification of the provisions and remedies provided herein.

If any provision of these Terms of Use is found to be invalid, illegal or unenforceable, this shall not invalidate or render unenforceable any other provision of these Terms of Use.

These Terms of Use are governed by Italian law.

Last modified: October 23<sup>rd</sup> 2023