

TERMS AND CONDITIONS
"PRE-QUALIFICATION" AND BUSINESS PORTAL USE

1. Definitions

The following terms, when used with a capital letter below, shall have the following meanings, it being understood that singular terms include the plural and vice versa.

"Business Portal": the digital platform to which the User shall have access in order to carry out and manage the registration procedure to the Event as well as to and to purchase / activate related services.

"Client": the User, admitted to the Event, who has registered to the Event and/or has purchased/activated the related services.

"Contract": the present terms and conditions.

"Event": the event / service (*in loco*, digital or both *in loco* and digital), such as a fair or a digital platform, made by Veronafiery and governed by the Regulation, in which, for instance, Clients display their products and services, have the chance to meet other Clients and visitors and/or conferences/conventions are organised.

"Parties": Veronafiery and the User jointly.

"Privacy Notice": information that Veronafiery is required to provide as Data Controller pursuant to Reg. (EU) 2016/679 ("**GDPR**").

"Regulation": the specific terms and conditions governing registration and participation in the Event as well as the relevant services' purchasing/activating.

"User": the natural person or legal entity that, in carrying out its business activity, submits an application form for admission to the Event (the so-called "pre-qualification").

"Veronafiery": the company Veronafiery S.p.A. – VAT n. 00233750231, REA n. VR- 74722, with registered office in Viale del Lavoro no. 8, 37135 – Verona, tel. 045 8298111, e-mail address info@veronafiery.it, PEC address mail@pec.veronafiery.it - which organises the Event and makes the Business Portal available.

2. Purpose of the agreement

2.1. The Contract sets forth terms and conditions for the submission of the application form for the pre-qualification, as well as for the Business Portal registration and use.

3. Term and withdrawal

3.1. The duration of the Contract is indefinite (in case of admission).

3.2. The User has the right to withdraw from the Contract at any time by writing to info@veronafiery.it. In this case, Veronafiery will delete the User's account.

3.3. It is understood that Veronafiery may also at any time decide to close the Business Portal and withdraw from the Contract, giving adequate prior notice to the User.

4. Submission of the "pre-qualification" application

4.1. In order to participate in the Event, the User shall submit a pre-qualification application by filling in the specific form. To this end, the User – after reading the Privacy Notice – shall enter the data requested in the form and highlighted as "mandatory", expressly accept the Contract and click on the link "send request".

4.2. Veronafiery will assess the pre-qualification application; if the requirements are met and to the extent that the User belongs to the sector to which the Event refers, it will notify acceptance of the application (by sending the credentials for login to the Business Portal) or rejection of such application.

4.3. The User acknowledges that Veronafiery will assess the application in a totally discretionary manner and may reject it, even without providing any reason.

4.4. The User also accepts that Veronafiery, where the User does not fully meet the requirements for admission to the Event, may propose participation in similar events organised by Veronafiery in the sector covered by the Event.

4.5. It is understood that acceptance of the application does not imply any particular right for the User, other than that of obtaining credentials for login to the Business Portal and the possibility of using the services pointed out in article 6 below. Further rights, such as, for instance, admission as an "exhibitor" at the Event or the use of specific services (e.g. digital platforms), can only be obtained after the successful completion of the registration/purchase/activation procedure in accordance with the Regulations.

5. Access to the Business Portal

- 5.1. The Parties acknowledge that registration to the Business Portal is free of charge.
- 5.2. Each User can create no more than one account, to which the specific credentials provided by Veronafiery refer.
- 5.3. Credentials refer only to the User and cannot be given by the latter to third parties. Users are required to guard them with the utmost diligence and keep them confidential in order to prevent use by unauthorised third parties.
- 5.4. For security reasons, the User has to choose a password that is not easy to identify. The User acknowledges that Veronafiery reserves the right to request a change of password should it deem it necessary for security reasons.
- 5.5. In the event of loss of credentials, the User may recover them by following the procedures indicated on the account settings page.
- 5.6. Users shall be liable for any use of credentials by authorised or unauthorised third parties, as well as any damage incurred by Veronafiery and/or third parties as a result of failure to comply with the above and undertake as of now to indemnify and hold harmless Veronafiery from any and all claims, including compensation for damages, deriving directly or indirectly from the aforementioned use or abuse.

6. Services

- 6.1. Users, through the Business Portal, may:
 - carry out the registration procedure for the Event and purchase/activate related services, without prejudice to the provisions of article 4.5,
 - access their own profile, viewing the status of such procedure and related documents,
 - benefit from the technical support of Veronafiery.
- 6.2. It is understood that the services relating to the Event that the User may purchase or use on the Business Portal (or related digital platforms) are governed by the Regulation, which clearly sets forth, *inter alia*, the prices and tariffs of the services for consideration, the activities permitted to the Exhibitor and any other information required by the applicable legal provisions, including, for instance, those of d. lgs. 70/2003.

7. Business Portal availability

- 7.1. The User acknowledges that the Business Portal is provided by Veronafiery on an "as is" and "as available" basis without any warranty of any kind, except for what is mandatory by law.
- 7.2. The User acknowledges that the use of the Business Portal and therefore the use of the services referred to in article 6 above may be subject to suspension or interruption, in whole or in part, due to causes beyond the control of Veronafiery - such as, by way of example but not limited to, slowdowns, congestion and/or overloading of the system, the Internet access network, telephone lines and computers that manage telematic traffic; tampering or unlawful intervention by third parties on the Business Portal, malfunctioning/incorrect configuration of the connection equipment used by Users or tampering or intervention on such equipment by the latter or third parties; incorrect use of the Business Portal by the User; exceptional events, force majeure or unforeseeable circumstances - without this entailing any liability for Veronafiery, nor shall any amount be due to the User for any reason whatsoever.
- 7.3. The User acknowledges that services may be suspended - even without prior notice, if necessary - in order to guarantee both corrective maintenance operations aimed at remedying faults, defects, malfunctions in one or more elements of the infrastructure or at correcting errors in the Business Portal (e.g. bugs), and evolutionary maintenance operations aimed at improving its functionality and usability, adding new functions and characteristics, adapting it to regulatory developments and the reference context (updates), as well as in the event of emergencies or threats relating to security.
- 7.4. Without prejudice to the above, Veronafiery shall in any case take care to restore the functionality of the Business Portal in the shortest possible time in order to minimise the risk of inconvenience of any kind.

8. Obligations of the User

- 8.1. The User undertakes to use the Business Portal and the related services in accordance with the provisions of the Contract and in full compliance with all applicable laws and regulations, therefore refraining from any conduct contrary to law (by way of example, conduct that may compromise the security of third-party systems, damage the functions of the Business Portal, interrupt its operation, allow unauthorised access to it, provide untruthful or inaccurate data).

8.2. The User undertakes to promptly notify Veronafiere in the event of knowledge of unauthorised access to the Business Portal.

9. Declarations and guarantees of the User

9.1. The User declares and guarantees - assuming all responsibility for such declaration - that he/she is entitled to:

- a) assume the obligations under the Contract (e.g., as a legal representative of the company, sole trader or duly authorised/delegated person for this purpose);
- b) provide, when submitting the application form and/or through the use of the Business Portal, personal data of third parties (e.g., e-mail address of the company contact person); therefore the User undertake to keep data updated and to make available to such third parties the Privacy Notice;
- c) to use the third parties' trademarks when submitting the application for admission and/or using the Business Portal (e.g. in the case of so-called "representatives", where admitted); in this regard, the User refrains from providing information, data, content of any kind that may violate intellectual/industrial property rights or other rights of third parties, or other applicable law.

9.2. The User also declares, when submitting the "pre-qualification" application, that he is acting for purposes related to his trade, business, profession, institutional role in the Event sector, and that he is in possession of all the authorisations, concessions, registrations, and anything else required by current law and regulations for the exercise of his/her activity.

9.3. The User guarantees the truthfulness and correctness of the personal data referred to in article 9.1, letter b) above provided to Veronafiere and undertake to hold Veronafiere harmless from any dispute, claim, action or demand by such third parties in relation to the data processing carried out by Veronafiere.

9.4. The User also guarantees the truthfulness and correctness of all information provided when submitting the application form and/or through the use of the Business Portal and undertake to keep such information updated.

10. User's liability and limitations of liability of Veronafiere

10.1. In case of infringement of articles 5.2, 5.3, 5.4, 8 and 9 hereabove, the User shall remain solely liable and holds Veronafiere or the rights' holders harmless in relation to any claim made by third parties due to the aforementioned infringement.

10.2. It is understood that in this case Veronafiere reserves the right - at its own discretion and even without prior notice - to take remedial action to protect its interests, including preventing access to the Business Portal, without prejudice to any remedy provided by law, inclusive of the right to terminate the Contract as provided for in article 11 below and to seek compensation for damages suffered.

10.3. Veronafiere declines all liability, to the fullest extent permitted by law and with the sole exclusion of cases attributable to wilful misconduct or gross negligence on its part, for any and all damage, direct or indirect, suffered by the User as a consequence of or in relation to access or use of the Business Portal.

11. Termination clause

11.1. Veronafiere reserves the right to terminate the Contract in accordance with article 1456 of the Italian Civil Code, by simple written communication to the User, should the latter fail to fulfil even only one of the obligations under article 8, as well as those laid down in articles 5.2, 5.3, 5.4, 9 and 10.1.

12. Applicable law and jurisdiction

12.1. The Contract shall be governed by Italian law.

12.2. For any dispute arising out of or relating to the Contract, the Court of Verona (Italy) shall have exclusive jurisdiction.

13. Modification of the Contract

13.1. Veronafiere reserves the right to modify the Contract at any time; such modification will be adequately notified to Users, without prejudice to their right to withdraw from the Contract as set out in article 3.1.