

TERMS & CONDITIONS OF USE

Last Updated: 21 December 2021

1. BACKGROUND

Through these Terms and Conditions of Use, (“T&Cs”), Design Management S.r.l. (hereinafter “**DeMa**”, or “**we**”) with registered office at Via Pisana 336, 50018 Scandicci (Florence), Italy, tax code 05063610488, VAT Number and registration number with the Companies’ Register of Florence 05063610488, controls access to and use of the software application known as “The Mall” (the “App”) and the use of the services provided through the App. Through the App DeMa provides a number of features (“**Features**”) for users, including through support and interaction with third parties. DeMa offers access to and use of the App to users (hereinafter the “**User**”, or “**you**”) free of charge. However, some services available through the App may be subject to charges. You are therefore advised to consult the provider of the services from time to time regarding any charges that may apply.

If you do not wish to or cannot accept these T&Cs, you must not download, access, use or run the App or any App-related Features.

You are asked to accept these T&Cs when creating your account or logging in. If you do not accept, you will not be able to create an account, log in, or use any of the Features made available through the App. Provided you comply with the provisions of these T&Cs, you will be able to use the App and enjoy the Features offered.

2. CREATION OF AN ACCOUNT AND USER PROFILE

2.1. Creation of an account

Once the App has been downloaded from any virtual store that offers it (e.g. the Google Play Store or Apple’s App Store), Users who are registered on the themall.it website (the “**Website**”) and/or enrolled in The Mall Club scheme (the “**Scheme**”) can access the App and all its Features, with the opportunity to accumulate Scheme points (“**Coins**”), which can only be used if the User is also enrolled in the Program with the same credentials (i.e. email and password).

Users who do not have an account will be able to access and use only those App Features that do not require the prior creation of an account (e.g. view the services offered in the outlet that interests them). In order to use all the Features available on the App (including the games that allow you to collect Coins), it is necessary to register and create a profile (entering the information requested in the access page, including email address and password). Users who create an account through the App will be able to access the Website and the Program (if they decide to join) with the same credentials.

If not already enrolled, Users can enroll in the Program (a loyalty scheme based on the collection of Coins, offered and managed by DeMa as the promoter), within which they can use the Coins they have accumulated. Detailed information on the characteristics of the Scheme and the ways of earning Coins is provided in the Regulations and Policy Statement, available <https://www.themall.it/pdf/global-regolamento-EN.pdf> and <https://themall.it/pdf/privacy-app-EN.pdf> respectively.

2.2. User Profile

Once an account has been created, Users can access their dedicated profile section. In this section, the User can:

- view the level they have reached, their Coins balance, and their virtual identification code (“**QR Code**”)
- change the password they entered when creating their account
- change the personal data they provided when creating their account. Note that to use the App, it is not essential to provide additional personal data. Any data you voluntarily provide will be processed as provided the following section 8.

Users are required to keep their QR Code and access credentials secure: all actions performed on the App will be considered to be performed by the User. Accordingly, the User agrees to immediately report any loss

of exclusive control over the QR Code and access credentials to themallclub@themall.it. The User acknowledges that if he or she fails to report a loss of control, and until reported to DeMa, he or she will be liable for any action and conduct using their QR Code and access credentials and hereby waives the right to make any claim arising from such conduct, including improper use by a third party.

If we detect or suspect misuse, we will immediately deactivate your profile so that we conduct any necessary investigation. If it is necessary to reactivate your account subsequently, we will credit all the Coins accumulated and not used as quickly as technically possible, if it is technically possible to do so.

The User also agrees to use the QR Code and the access credentials only for personal, non-collective purposes and not for the purposes (even indirectly) of commercial profit.

3. THE FEATURES AVAILABLE ON THE APP

The following Features are made available on the App by DeMa and/or any third parties involved:

- (i) **Services offered.** By selecting the outlet that interests you (The Mall Firenze or The Mall Sanremo) from the main screen, you can view the services (“Services”) offered at the selected outlet to make your shopping experience even more special: free rental of strollers and wheelchairs; mail order; the VIP LOUNGE by Poltrona Frau; the Welcome Lounge; a personal shopping assistant; the Tax Free Lounge; Free Parking, Free Wi-Fi.

For a detailed description of these Services, see the respective descriptions in the “Services” section of the relevant The Mall outlet on the App. Note that there may be limitations on the availability of these Services. Therefore, please book them/request further information by following the instructions in the App and using the contact details (email address and phone number) provided.

- (ii) **The experiences of the Ligurian and Tuscan territories.** By selecting an outlet from the main screen (The Mall Firenze or The Mall Sanremo), you can view and book the experiences - organized and managed directly by DeMa or by third parties - that are available in the vicinity of your chosen outlet. Select the one that most interests you (from the “Landscape Experience”, the “Food Experience”, the “Beauty Experience” and the “Sport Experience”). As described in greater detail in the App, by activating a location from their device, Users can view events, experiences and special content that is available in the vicinity. In particular, Users can request a specific experience by completing the form provided and sending it to the manager of the relevant experience. Note that the management of the relationship with the User is the exclusive responsibility of the organizer of the experience, and that DeMa has no liability for the provision of the experience and the manner in which the relationship is conducted.

- (iii) **Participation in Scheme games.** Users with an account can accumulate a limited number of Coins by participating in the games available on the App, in the quantities and by the methods described in the App itself. You can participate from any location in “The Mall Twins” and “The Mall Quiz”. If you’re at one of the outlets, you can participate in “The Mall Gems”. Remember that any Coins you earn can be used if you are enrolled in the Scheme. Further information on the Scheme is available in the Regulations and Policy Statement, available <https://www.themall.it/pdf/global-regolamento-EN.pdf> and <https://themall.it/pdf/privacy-app-EN.pdf> respectively.

- (iv) **Discovering the brands present and your selected outlet.** Once you’ve selected the outlet that interests you, you can view all the brands present there from the “Brands” section. Each brand displays a detailed screen with relevant information, including how to contact them and how Users can place orders (by email or WhatsApp). Remember that if the localization function is activated and the User is physically at the selected outlet, the “Map” Feature can be used to create a route to guide them through the Mall directly to the point of sale of the brand they seek.

In addition to the Features indicated in these T&Cs, further Features may be made available in the App (e.g. wallpapers for Users to download to their device). See the App itself for a description and instructions on how to use them.

No Features provided on the App constitute an offer to buy or sell products and/or services in any jurisdiction. The App is for information purposes only. Purchases cannot be made directly through the App. All details, descriptions, prices and other information on products and/or services appearing on the App are exclusively of a general nature. Note also that when you cease browsing on the App (e.g. when connecting to the “Shop” section which offers the e-commerce feature, or selecting links to sites managed by third parties) your browsing will be governed by the terms and conditions (applicable to the website you have accessed or, if you wish to interact with the brands, when you ask them to indicate the terms and conditions applicable to your purchase). DeMa is not liable for the use of the services indicated above or for information provided to you (e.g. the terms applicable to any cancellation of specific services booked by you). DeMa will not be liable in the event of any claim by you, by third parties, or by any authority (including administrative and judicial authorities) concerning the provision of such features, their availability and use, or their purchase (if they are offered for a fee), or in the event of any damages, losses, costs, expenses or sums of any nature lost, outstanding, demanded or claimed by you (such as, by way of example but not limited to: outstanding compensation for damages, administrative fines or indemnities) as a result of the contractual relationship between you and the third party that provides the feature.

4. USES OF THE APP

4.1. Permitted uses

You are granted a non-exclusive, revocable, non-transferable, non-sublicensable right to save and run a copy of the App on your device for the purpose of your personal, non-commercial use as governed by these T&Cs (the “**License for Use**”). No ownership of any intellectual property rights in the App is transferred or granted to the User, nor is the User granted any rights to use the App for any commercial purposes or for any personal purposes other than those indicated in these T&Cs. The User has no right of sub-license or to assign or transfer the License for Use to any third party without the express prior written consent of DeMa.

We make every commercially reasonable effort to protect our App and our Users, and it is important that the App is not misused or used to infringe our rights or any third party rights.

We therefore reserve the right to take each and every action afforded to us under applicable law in response to conduct that violates the law or these T&Cs.

4.2. Non-permitted uses

The following paragraphs provide a non-exhaustive list of prohibited uses of the App. It is understood that only use that is compliant with these T&Cs is permitted.

In particular, Users may not, except with our written consent, and provided that applicable law does not provide otherwise:

- share, resell or make available (free of charge or for a fee) the App and/or copies of the App (either the version available for download and in any modified and/or altered version, an activity which is expressly prohibited) or in general use the App for any commercial purposes;
- defraud, manipulate, technically interfere with the App or circumvent rules or processes, use multiple accounts, exploit bugs, use “bots”, “auto-clickers”, or other third party software, or in any case use the App in a way that is not compliant with these T&Cs or in a way that impairs, limits or otherwise alters the use of the App by other Users;
- engage in deceptive, fraudulent or misleading conduct, including phishing for other users' account information or unauthorized use of another user's account;
- modify or adapt the App or alter, modify, adapt, merge, translate or create works derived from the App, imitate, disable the App, or tamper with the App;
- remove, disable, modify, add or tamper with any program code, data, copyright or trademark, or other notice or indication concerning ownership contained in the App;
- create software that mimics the data or features of the App;
- provide hyperlinks or other forms of links to our products and services for profit or other economic advantage;
- decode, decompile, disassemble, decipher or in any way attempt to obtain or derive the source code of any software or other intellectual property used to provide the App (i.e. reverse engineering), including for the purpose of creating derivative products;

- delete, obscure, remove or in any way obstruct the visibility of intellectual property notices in the App (including, without limitation, copyright and trademark notices or other notices or indications inserted in accordance with applicable law);
- interfere with our use of the App or the use of the App by other users, or use the App in a manner that could cause harm or injury or threaten or irritate other users of the App;
- use or process the App or any part of it in an uncivil manner, or for purposes that are unlawful or contrary to mandatory rules or public policy;
- make content available through the App that violates the rights of third parties (including but not limited to intellectual property or privacy rights);
- collect information and/or content of any kind (e.g. personal data, but also commercial information), including information on the graphical organization of the App, by means of manual and/or automated techniques (including web scraping techniques), irrespective of the subsequent use the User intends to make of it; and/or
- resell and/or make available any services, features, or goods obtained through the App to third parties, either free of charge or for a fee.

In event of claims, including legal claims, arising from violation by the User of the provisions of these T&Cs, the User may be held liable and may be required to pay compensation and/or damages suffered as a result of such claims (including any legal fees incurred).

If we have reasonable grounds to believe that your conduct has violated these T&Cs, without prejudice to any remedy permitted by applicable law to protect the App, our interests, those of our business partners, other users of the App and third parties, we reserve the right to suspend, block or delete your account and any content you have uploaded to the App (where possible), and/or to suspend, terminate or in any case reassess the licenses granted to you under these T&Cs.

In the event that such circumstances arise, we will give you reasonable notice of our decision (unless the notice or communication would prejudice your remedies under applicable legislation).

5. LIABILITY AND GUARANTEES

DeMa will not be liable for any damage, harm, cost, expense or loss directly or indirectly related to the availability, use or enjoyment of the App, except in the cases provided for by applicable legislation (by way of example, in the case of malicious or grossly negligent conduct).

The App, along with any updates and additional content, is made available “as is”. Accordingly, we give no warranties in relation the App, other than that it is fit for the purpose for which it was developed. No other warranties or promises are given in relation to the provision, availability, use and/or enjoyment of the App, including, but not limited to any implied warranties and conditions of saleability and fitness for a particular purpose.

Moreover, without prejudice to the foregoing, purely by way of example, please note that we do not guarantee that:

- (i) the App meets the User’s specific needs;
- (ii) any defects, malfunctions, bugs, suspensions, interruptions or errors will be corrected/fixed (although DeMa makes every commercially reasonable effort to provide the App free of defects, malfunctions, bugs, suspensions, interruptions or errors, to ensure it does not cause problems with your device, and to fix or correct them as soon as it becomes aware of them). For our part, on the release of the App and any subsequent versions (and in any event as soon as practicable), we will make every reasonable effort to inform you of any issues with specific devices and/or operating systems and to resolve the issues as quickly as possible; and
- (iii) the content and quality of any Features (or information, content, data, news, etc.) obtained by the User through the App will meet the User’s expectations and pretensions, nor do we guarantee the accuracy of the contents of the App.

No information, news, suggestions or advice that may be provided to the User by DeMa and/or its third party partners in general constitutes a form of guarantee.

Please let us know right away if you detect any problems with the App so that we can investigate them and decide whether to work on them in future updates (if future updates are issued). You can contact us to report any problems with the App at the contact email address indicated in the 12 “Contacts” section below.

6. OPERATING SYSTEM

An Internet connection is required to access the App or its Features. Any costs related to the Internet connection required to access the App or its features are charged to the User and may vary according to the rates applied by the electronic communications operator selected by the User.

With respect to Coins accumulated by playing on the App, DeMa is not responsible for any loss of credits due to interruptions in the Internet connection. In all cases, the limitations described in the Scheme rules (available <https://www.themall.it/pdf/global-regolamento-EN.pdf>) apply.

When downloading the App, Users can check the minimum requirements for the device necessary to download, access and use the App (for example, the minimum version of the operating system required to run the App), together with further information on the App itself (by way of example, the minimum age to use it).

7. TERMINATION, WITHDRAWAL AND SUSPENSION OF SERVICE

DeMa will make every reasonable effort to guarantee the User continuous and uninterrupted access to the App but cannot, in any case, be held liable if one or more of its features is temporarily inaccessible for reasons not attributable to DeMa.

DeMa also may need to temporarily suspend the App and its Features at any time to implement enhancements, carry out maintenance, or for other App management reasons. Where possible, Users be given prior notice and DeMa will make every commercially reasonable effort to limit the duration of such events and any unavailability of all or part of the App.

DeMa reserves the right to remove, restrict (e.g., prevent the accumulation of Coins and/or their use), cancel or suspend access to and use of the App and/or any part of it, at any time, in the event of a violation of the provisions of Section 4 and/or these T&Cs, which by their nature are not subject to redress. The User will be given prior notice of any such decision (unless the prior notice or communication is prejudicial to the pursuit of redress under applicable law).

Without prejudice to the preceding paragraph, if you have engaged in conduct in violation of these T&Cs that is by its nature to subject to redress, we reserve the right, at our sole and absolute discretion, to grant you, after you have been informed, a reasonable period of time (not less than 15 days, unless a shorter period is required for demonstrated reasons of urgency) to remedy the violation. If you fail to remedy the violation identified within the said period, we will terminate your relationship with us (by blocking your access to/use of the App), without prejudice to any further redress available under applicable law in our interest and that of our legal predecessor/successors and partners.

Without prejudice to the foregoing, DeMa reserves the right to terminate (in whole or in part) the existing contractual relationship with you, as governed by these T&Cs, for just cause or for any reason (at its own sole and absolute discretion), after providing reasonable notice (which in any case will not be less than 15 (fifteen) days). Upon termination, as communicated by DeMa, the App will no longer be available for download, access or use.

The User may terminate these T&Cs with immediate effect by uninstalling the App. In all cases, the duties and obligations of the User vis-à-vis DeMa prior to withdrawal are unaffected. It is understood that any subsequent download and access to the App with previously provided credentials (without prejudice to the exercise of the rights of data subjects regarding the processing of personal data) entails the establishment of a new contractual relationship, governed by the T&Cs in force at the time of latest download and access to the App.

8. PERSONAL DATA

Use of the App involves the processing of your personal data. The data will be processed by DeMa in its capacity as data controller, pursuant to and in accordance with legislation on the protection of personal data,

in particular Regulation (EU) 2016/679, the applicable national and European legislation, relevant measures and guidelines of the data protection authorities and the national and European judicial authorities, as described in the privacy policy available following <https://themall.it/pdf/privacy-app-EN.pdf>.

With reference to personal data processing performed by third party partners in their capacity of data controllers, please read the privacy notices provided by such partners from time to time. In this regard, you are reminded that we are in no way involved in processing operations performed by such third party partners in their capacity as controllers, and consequently we are not responsible in event of claims concerning their processing of personal data made by you and by the competent administrative and jurisdictional authorities, or in the event of damages, losses, costs, expenses or sums of any kind payable (including, for example but not limited to: compensation for damages suffered, administrative fines, indemnities) as a result of the processing of your personal data.

9. INTELLECTUAL PROPERTY

DeMa reserves all rights, including all intellectual property rights, to trademarks, trade names and other distinctive marks, inventions, utility models and designs, proprietary information (including confidential information), know-how, databases, trade secrets, intellectual work, software, App features and specifications, and any customizations, modifications, derivative works, developments, evolutions or improvements, whether patented, registered or unregistered, that DeMa owns, has a license to, or otherwise possesses with the consent of the owner of such rights.

The User cannot not challenge the validity, ownership, or availability of any such rights and may not take any action to impair or reduce DeMa's full and unfettered enjoyment of the rights. The User will not acquire any intellectual property rights to the App, other than the right to personal use of the App on their device in accordance with these T&Cs. Unless expressly provided otherwise in these T&Cs, all rights are reserved by us and our licensors or licensees.

The App may include content which is subject to third property intellectual property rights, or references to third parties such as real world events, natural persons and legal entities, information, places, facts, events (e.g. the brand of a brand included in the "Brands" section). The relevant intellectual property rights are the property of their respective holders and are used in the App according to the terms of the existing contractual agreements.

10. AMENDMENTS

These T&Cs may be subject to amendment over time. Please check them periodically to ensure you are familiar with the latest version. DeMa will make every commercially reasonable effort to notify you of any updates to these T&Cs.

11. APPLICABLE LAW AND COMPETENT JURISDICTION

These T&Cs are governed by the law of the User's country of residence. Any dispute concerning their interpretation, application, execution, termination and/or violation shall be subject to the jurisdiction of the User's place of residence.

12. FINAL PROVISIONS

These T&Cs do not affect the User's rights under any provision of law that cannot be waived, excluded or limited.

DeMa reserves the right to transfer its contractual relationship with Users (and the relevant rights and obligations) to any third party assignees of the App. Users will be informed of any such transfer as provided in the T&Cs. In any event, DeMa and/or any third party assignee of the App will make every reasonable to ensure that rights of Users under the T&Cs are not affected.

Users are not entitled to transfer their contractual relationship with DeMa (and consequently their rights or obligations) under the T&C unless DeMa gives its prior express written consent to the transfer.

Failure to immediately exercise (or any delay in exercising) any of DeMa's rights under these T&Cs and/or applicable law will not constitute a waiver or relinquishment of such rights (within the relevant periods of limitation and possible forfeiture, as governed by applicable legislation): DeMa therefore reserves the right to assert these rights, including on a deferred basis (within the limits permitted by the applicable legislation). In the event that any provision, or portion thereof, of these T&Cs is deemed to be unlawful, void, or for any reason unenforceable, the said provision, or the affected part of a provision, shall not affect the validity and enforceability of the remaining provisions.

13. **CONTACTS**

DeMa may be contacted at any time by communicating with the registered office of the company or sending an email to themallclub@themall.it.