# Conditions for accessing and using the "Fiera ID" Service

In order to access and use the Service named "Fiera ID", the User must accept the Terms of Use of the Service shown below. The User shall accept the relevant section of the web page upon first access to the Service.

# Terms of use of the "Fiera ID" service.

## 1 – Definitions

Within the scope of these Terms of Use, the following definitions apply for all purposes: - **Fiera Milano S.p.A.** (hereinafter, also referred to as "FM"): is the legal entity (with registered office in - Piazzale Carlo Magno 1 20149 Milan), which manages the "**Fiera ID**" Service (hereinafter referred to as the "Service");

- **Exhibitor**: is the subject (natural or legal person, public administration, body or association) authorized to exhibit at the event organized by or at FM and to take advantage of the related services also on-line, following acceptance of the related application for admission by FM or the Organiser of the event;

- **Visitor**: a person admitted to take part in the event organized by or at FM and to use the relative services, including online, following a pre-registration or the purchase of an entry ticket provided by the event Organizer;

- **Portal**: is the reserved area accessible on the web address of the event dedicated to the supply for the Users of the Service to which these Terms of Use refer;

- **User**: is the natural person who, as a contact person designated by the Exhibitor or Buyer, is the assignee of the credentials received during registration to access the Portal and use the Service, in the name and on behalf of such Exhibitor or Buyer of reference;

- **Credentials**: these are the electronic keys or IT authentication credentials associated with each User and used to access the Portal and use the Service.

## 2 - Scope of the Service

These Conditions regard and regulate access to and use of the "Fiera ID" Service provided by FM through the https://fieraid.fieramilano.it portal for the users of its digital services.

FM reserves the right to unilaterally amend these Conditions at any time. Any changes will be published on the Portal so that they are visible to users. The subsequent use of the Service by the User will be considered as acceptance of these Conditions, including any amendments or updates.

## 3 - Description of the Service

The user must generate a Fiera ID account to be enabled to access the digital services provided by Fiera Milano. This account will allow the user to access all the services dedicated to users with a single ID. The user is automatically asked to create an account when he/she tries to access one of these services. Through the Fiera ID Private Area, users will be able to control and edit their account information.

In order to use all the services and functions of the Application, users must register by entering their details and the information required to create a Fiera ID user account, which will be activated once the validation email has been received. To complete the first login in the app, users will also have to change the pre-generated passwords that have been provided to them upon registration. After logging in, users will be able to access the functionalities for which they have registered.

#### How to use the Application

The Fiera ID can be used to access the various digital services made available by Fiera Milano, such as:

- Functionalities of the event site (e.g. ticket office, Private Area, etc.)
- Functionalities of the Fiera Milano smart app (e.g. access to the personal area of the app, Smart Lunch, etc.)
- MyMatching (e.g. tool for the arrangement of appointment between exhibitors and buyers, appointment management, etc.)
- Expoplaza functionalities (e.g. viewing the digital catalogue, taking part in webinars, participating in video chats, etc.)

By entering the "Fiera ID Private Area" in the app, users will be able to:

- Enter their personal, business or contact information (name, surname, mobile phone number, language, etc.)
- Edit their personal, business or contact information (name, surname, mobile phone number, language, etc.)
- Express and change consents to the communications provided, express or deny their consent to receive marketing notifications concerning

FM reserves the right to amend, suspend or interrupt, in whole or in part, the access to or provision of the Service, including without prior notice.

## 4 - Obligations and responsibilities of the User

The User is required to comply with the following obligations:

a) keep the access credentials with the utmost diligence and confidentiality, and prevent their use by unauthorised third parties;

b) in the event of lost or stolen credentials, or if the User believes that they have unlawfully become known to third parties, immediately request their disabling; c) use the Service correctly, also in relation to appointments or commitments undertaken with other Users and, in any case, the User must not use the Service, nor allow third parties to use it, for unlawful purposes or against the law. In the case of use of the Service for unlawful purposes or against the law, FM reserves the right to take legal action also for compensation of any damage suffered. The use of the Service takes place under the full responsibility of the User, which

therefore exempts FM from any liability for any damage suffered for any reason by the reference Exhibitor/Buyer, other Users and/or third parties.

By accepting these Terms and Conditions, the User undertakes to indemnify and hold FM harmless from any damage, burden, cost, expense and/or claim of third parties incurred as a result of any violations of the law attributable to actions or omissions of the User, or arising from the falsity or inaccuracy of the statements and warranties contained in these Terms and Conditions.

## 5 - FM obligations

FM undertakes to:

a) guarantee, to the extent of its competence, access to and technical functionality

of the Portal and ensure the availability and continuity of the Service;

b) take action without delay to remove any possible causes of non-access, blocking

or malfunctioning of the service due to action or fact attributable to FM;

c) adopt any security measures to prevent or reduce the risk of unauthorised access

or lost information and data, even accidental;

d) promptly disable the credentials in the event of a User request.

## 6 - Limitation of liability of FM

FM is not responsible for the failure or incorrect fulfilment of the obligations incumbent on the User in all cases in which the failure or incorrect fulfilment is due, by way of example but not limited to, the following causes: fortuitous event, force majeure, natural disasters, war events, thefts, and interventions of the authorities. FM does not assume any responsibility:

a) for the operation and safe use of the User's hardware and software equipment, and for the regular operation of national and/or international power lines and telephone lines;

b) for any incorrect or fraudulent use of the credentials by anyone, until receipt of the above mentioned request for disabling the credentials;

c) for any improper or incorrect use of the Service by the User.

## 7 - Confidentiality and intellectual property

Both FM and the User agree not to use for purposes other than those established in these Conditions any information forwarded to it by the other Party or, in any case, acquired during the performance of the Service, whether it is pertaining to the other Party, its customers or third parties that are in contact with the other Party.

Each Party will do everything possible to ensure that confidential information does not come to the knowledge of third parties and will limit its dissemination only to employees and/or contractors that have a real need to know it in order to carry out the activities established by these Terms and Conditions.

The Parties mutually agree to keep strictly confidential any information related to the conclusion and content of these Terms and Conditions. This is without prejudice to communications that are strictly functional to the proper performance of the Terms and Conditions, as well as those that may be legitimately requested by public authorities or that are provided for the purpose of legal defence.

The User acknowledges that FM is the sole owner of the copyrights, intellectual and industrial property of the Service being supplied, of the software and all the documentation provided, and undertakes to put in place adequate conduct for the protection of this right .

## 8 - Duration of the Service and withdrawal

These Terms and Conditions are valid and effective for an indefinite period of time, depending respectively on the User participation in events organised by or at FM.

Each Party has the right to withdraw from these Terms and Conditions with a notice of at least 30 (thirty) days, by notifying the other Party via registered letter with notification of receipt or other means that allow proof of the occurred receipt.

## 9 - Applicable law and Court of jurisdiction

These Terms and Conditions are governed by the Italian law under which they must be interpreted.

Without prejudice to the provisions of laws that cannot be derogated, the Court of Milan has exclusive jurisdiction to settle any dispute concerning these Terms and Conditions and the relationships governed by them.

These Terms and Conditions are available in Italian and English. In case of conflict between the two versions, the Italian version shall prevail.

#### 10 - General provisions

For anything not expressly specified herein, the applicable laws and regulations apply. Failure to exercise the rights and options referred to in these Terms and Conditions cannot be construed as a waiver and does not prevent the party from subsequently asserting such rights and powers.

These Conditions cancel and replace any previous written or verbal agreement, communication, or guarantee, made by or on behalf of each of the Parties and represent the whole agreement between them in relation to what is hereby agreed.

#### 11- Privacy

The processing of the User's personal data is carried out by the Company for the provision of the services requested and used by the User through the Portal, under the terms indicated in the Privacy Policy in accordance with Article 13 of Regulation (EU) 679/2016 - GDPR available at the following link following link also attached to these Conditions. Further information on the processing of personal data on Fiera Milano's websites can be found in the Web Site Privacy Policy available at following link and Cookie Policy available at following link.