

Terms of Use

Clause 1 Object. The following General Terms and Conditions ("GTC") govern the use of this website www.Blackcat-Cideb.com ("Website") and all the services offered through the Website ("Services") by D Scuola S.p.A., with registered office in Milan, Via Bianca di Savoia no. 12, ("D Scuola") to the user who accesses it ("User") meaning also and possibly a parent – or person acting in place of the Child or Child registered for the Service, as well as such Child). The parent – or person acting on behalf of the Child – registered with the Service states to accept these GTC for the activities that will be performed directly by the parent/guardian and/or the Child. By using the Website and/or the Services, the User expresses his/her de facto consent to these GTC. Therefore, whenever the User fails to accept the GTC, in whole or in part, D Scuola shall ask the User to refrain from using the Website and/or the Services. D Scuola reserves the right to change, supplement or vary these GTC at any time. The User is, therefore, required to consult the GTC periodically to check for updates.

Clause 2 Website and Services, terms and conditions and restrictions on use.

2.1 The Services provided by D Scuola through the Website are intended for information and multimedia content.

2.2 Users are aware that all expenses related to equipment and software programs necessary to activate and establish the connection to the Website and all costs related to the connection to the network are their sole liability.

2.3 The Website and the Services are intended for the User's personal use only, provided that such use is made no for profit and, directly or indirectly, for no commercial purposes and provided that the User refrains from disseminating the content of the Website and shall not alter or modify or delete the content of the Website, including references to copyright, trademark or other exclusive property references. Therefore, including, but not limited to, the content of the Website may not be changed, reproduced, duplicated, copied, distributed, sold or otherwise commercially exploited by the User, nor may the software used by the Website be copied, changed, decompiled, reverse engineered or disassembled by the User. The Website, and its content, as well as the Services, may not be used for unlawful purposes and any technological protection measures adopted by the Website may not be breached by the User. The User also warrants to comply with the intellectual and/or industrial property rights of D Scuola, as described more fully in clause 4.1. further on.

2.4 The e-mail address provided by the User shall be personal.

2.5 The User is solely and exclusively responsible for the storage, confidentiality and use of their e-mail address and, consequently, remains solely and exclusively liable for any and all own and/or improper use that may be made thereof.

Clause 3 Terms and conditions for the use of the Services. The processing of the User's personal data will be made in accordance with the privacy policy published on the Website, which D Scuola invites the User to consult.

Clause 4 Intellectual and/or industrial property rights – Assignment of rights.

Any and all content of the Website – including, but not limited to, logos, visual content (drawings and/or video and iconographic material, including photographs), sounds, music, software, texts, icons, graphics, databases, as well as software programs used on said Website, source codes, application projects, formulas and algorithms – are the property of D Scuola or its licensors and are protected by laws on copyright, trademarks, patents and other intellectual and/or industrial property rights. Specifically, the denominative, figurative, filed, registered and/or de facto trademarks and the names of D Scuola and/or D Scuola products or services are the property of D Scuola and may not be used in any way without the prior specific written consent of D Scuola. The User acknowledges that any content in advertisements, banners and advertising buttons or made through any advertisers is also protected by laws on copyright, trademarks, patents and other intellectual and/or industrial property rights. Any use not previously authorised in writing by D Scuola or, however, contrary to the provisions of these GTC – including, but not limited to, the reduction, change, distribution, transmission and reproduction of the content of the Website and/or the Services – is strictly prohibited, sanctioned by law and may be prosecuted in the competent courts.

Clause 5 Links. Through the Website and/or using the Services, the User may view links to other websites operated by third parties or, however, by other web resources. Therefore, through such links, the User may exit the Website and access other websites that can be traced to D Scuola or also to third parties ("External Websites") marked by a different domain name. It may happen that the content and/or services of the External Websites are not controlled by D Scuola, therefore: (i) the information and opinions expressed in the External Websites do not necessarily reflect the position of D Scuola nor can they be attributed to or considered endorsed by D Scuola; (ii) it may happen that the content and/or services of the External Websites do not comply with applicable regulations or are otherwise regulated compared to that adopted by Website and the Services; and (iii) whenever the User accesses via links to External Websites of foreign D Scuola subsidiaries or third parties, however, that are non-Italian nationality, the content and/or services of such foreign External Websites shall be regulated according to international regulations applicable to them from time to time. Therefore, D Scuola invites the User who chooses to leave the Website to connect to External Sites to always read the legal notes and the privacy policy of each of the External Websites which they access. D Scuola declines all liability for damages, claims or losses, direct or indirect, arising in any form to the User out of the viewing, use and/or operation of third-party websites or third-party services accessed through such External Websites.

Clause 6 Warranty exclusions and limitations of liability.

6.1 D School may from time to time change, move or delete portions of, or add portions to, the Website, including any and all content, Services and software. The materials on the Website are provided "as is" and without warranties of any kind, express or implied. D Scuola shall not warrant or make any representations regarding the use or results of the use of the content on the Website and/or the Services in terms of correctness, accuracy, reliability or otherwise. Any and all materials reproduced on the Website are considered updated to the original date of publication. The fact that a document is available on the Website shall not mean that the information contained therein has not been changed or replaced due to

subsequent events or by a document published subsequently. D Scuola has no obligation to update the information or statements contained on the Website and, therefore, such information or statements shall not be considered current on the date on which the User accesses the Website. In addition, any part of the materials available on the Website may contain technical inaccuracies or typographical errors.

6.2 The User is therefore required to consult these GTC periodically to check for updates. However, any liability of D Scuola in respect of the User in relation to changes to the terms and conditions of use and/or use of the Services is excluded.

6.3 The User, without prejudice to any other provision referred to in these GTC, expressly represents and warrants that: a) D Scuola is exempt from any type of liability and warranty, express or implied, including the guarantee on the continuity, quality or quantity of the Services; b) D Scuola accepts no liability for any damage to and/or loss of data, information, damage due to delay or loss of opportunity, inaccurate information or failure to find information and difficulties or problems of any kind; c) In no case may D Scuola be held liable for failure by the User to comply with or unsatisfactory compliance by the User with any statutory or regulatory procedure in relation to these GTC; d) without prejudice to the provisions of preceding clause 5, D Scuola may not in any way be held liable for the content and/or advertising and/or operation of the External Websites and/or for products or services of any kind (including electronic commerce) promoted, offered or marketed on such External Websites. The User therefore acknowledges that D Scuola is in no way liable, directly or indirectly, for any damage suffered by the User in relation to the content of the External Websites or in relation to purchase or use of goods or services made through the External Websites.

6.4 Any notices, advice, or information, whether written or oral, provided to the User, or however obtained and acquired by the User, through the Website or the Services, shall not attach to any guarantee or other obligation by D Scuola. Therefore, D Scuola shall not guarantee the suitability for the purpose of technical or specialist information that the User may find on, or through, the Website and/or the Services, and the User shall always be solely liable for prior checking of the information found before using it in any way. Therefore, with special reference to the commercial or financial data expressed on the Website, D Scuola invites the User to read the official and updated financial documents disclosed to the public by D Scuola, without in any way relying or basing decisions on the information provided and shown on the Website and/or in the Services.

6.5 To the fullest extent permitted by law, D Scuola excludes all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. D Scuola does not guarantee the correctness, accuracy, completeness or usefulness of the information contained on the Website. D Scuola does not guarantee that the Website and/or the Services will not be interrupted or that they will be free of errors, that defects will be corrected or that the Services, the Website or the server that makes them available are free of viruses or other harmful components. Any content and/or material downloaded or otherwise acquired from, or through, the Website and the Services is obtained at the sole and exclusive discretion and at the sole risk of the User, who is solely and exclusively liable for any and all damage to their computer or for any loss of data resulting from having downloaded such content and/or materials or having used the Website and/or the Services and, therefore, it is understood that, in the event of errors and/or harmful events, D Scuola shall not accept any cost for assistance, repair and correction services. In addition, except in cases of wilful misconduct or gross negligence, in no case will D Scuola be liable for damages, direct or indirect, arising out of the use or failed or impeded use of the Website and/or the Services.

Clause 7 Indemnification. The User warrants to use the Website and the Services exclusively in accordance with these GTC and the law, for lawful purposes, in accordance with the rules of fairness and care and, however, without harming the rights of D Scuola or third parties. The User fully accepts all liability in relation to his/her conduct involving the Website or the Services (for example: videos, photos, comments, data or texts sent through the Services or the Website), indemnifying and holding D Scuola harmless from any consequential request for damages or claims or applications made by third parties for facts related to the User or, however, related to persons authorised by the User to access the Website or the Services.

Clause 8 Use of Services for consideration or purchase of goods. Whenever goods are purchased by the User, in addition to these GTC, the general terms and conditions of sale published on the Website, as well as the special conditions in force from time to time regarding the Service or the chosen product shall also apply. The rules on remote contracts referred to in Legislative Decree no. 206 of 6.9.2005, as amended ("Consumer Code") shall apply.

Clause 9 Applicable law and jurisdiction. These GTC shall be governed by Italian Law. For any dispute arising out of or in connection with these GTC or, however, in relation to the Website or the Services, the Court of Milan shall have sole jurisdiction.

Last updated: August 2022