

## **Terms and Conditions (U-Earth Website)**

These general conditions of use ("Conditions") govern the access and use of the u-earth.eu website and the "U-App" application for smartphones and tablets ("App"; the App and the u-earth.eu site are jointly referred to as the "Site") by each user ("User"), as well as the use by the User of the services made available through the Site ("Services"), including the information newsletter service ("Newsletter Service").

### **1. General information**

1.1 The Site is managed by U-Earth Biotech Ltd ("U-Earth"), VAT number GB311666618, incorporated and registered in the United Kingdom with no. 11599132 and with registered offices at 172 Fulham Road - London SW10 9PR.

### **2. Acceptances and Changes**

2.1 By accessing or using the Site, the User declares to have read and accepted these Conditions and the privacy policy (referred to in the link [<https://u-earth.eu/privacy-policy>], for the u-earth.eu website, and at the link [<https://u-earth.eu/app-privacy-policy>], for the App), together with everything contained within these documents.

2.2 If the User does not intend to accept these Conditions, the User is obliged to leave the Site and not to use the Services and / or request, all information contained therein and made available to the user, including the Newsletter Service.

2.3 U-Earth reserves the right to modify the content of these Conditions from time to time. U-Earth agrees to inform Users of all changes made pursuant to this paragraph, in the manner deemed most appropriate. The use of the Site after receiving the information relating to these changes will constitute full and unconditional acceptance of the new Terms and Conditions by the User.

### **3. Intellectual properties and permitted use of the Site**

3.1 The access and use of the Site by the User (meaning, for example, the display of the various sections, the communication with U-Earth, the ability to view the Contents, etc.) constitute activities conducted exclusively for personal and domestic use, unrelated to any commercial, entrepreneurial and / or professional activity.

3.2 These Conditions do not grant the User any rights over the contents of the Site and / or the Services ("Contents"). The User acknowledges and accepts that all industrial and / or intellectual property rights on the Site, on the newsletters and on all related Contents (including, but not limited to, registered and unregistered trademarks and distinctive signs, drawings, texts, articles, images and documents) are and remain the property of U-Earth and / or its third party owners, in whole and in all their parts and anywhere in the world. In the absence of express authorization from the relevant owners, the User therefore undertakes to refrain from any storage, reproduction, appropriation, plagiarism, counterfeiting and / or dissemination of the Contents, in full and in all their parts.

3.3 The User agrees to use the Site, the Services and the Contents in full compliance with the industrial and / or intellectual property rights of U-Earth and / or its third party owners and, to this end, undertakes, without any limitation. a: (i) not to circumvent the technical limitations and technological protection measures present on the Site; (ii) not to reverse engineer, decompile or disassemble the Site or otherwise attempt to create the source code from the App; (iii) not to copy, store, modify, adapt, distribute, transmit, reproduce, publish, share, license, derive other applications and / or contents, transfer in any way, in whole or in part, the Site and / or Contents and (iv) not to develop, support, use or make use of devices or any other means or process suitable for scraping the Site, or in any case, to copy data and / or Contents from it. All Reproduction of the Site and its contents on any other external site, or the creation of links, hypertexts, links or deep linking between the Site and any other internet site is prohibited without the prior written consent of U- Earth.

3.4 The User agrees not to dispute, directly or through third parties, in whole, or in part and anywhere in the world, the validity of U-Earth's industrial and / or intellectual property rights.

3.5 It is expressly forbidden for the User to use the Site in order to send, publish, transmit and / or share data, contents or IT documents that: (i) conflict with or violate the intellectual property rights owned by U-Earth and / or third parties; (ii) have discriminatory, defamatory, libellous or threatening content; (iii) contain material that is pornographic, child pornography, obscene or otherwise contrary to public morality; (iv) contain viruses, malware or, in any case, other IT elements of contamination or destruction; (v) constitute spamming, phishing and / or similar activities; (vi) are in any case in conflict with the applicable laws and / or regulations.3.6 As stated on the privacy policy conditions, the User is aware that the Site and / or the Services and / or the Contents may include content and / or links to third party websites or other services that are not owned, controlled or managed by U -Earth and in relation to which U-Earth assumes no responsibility ("Link"). By interacting with any Links, the User will be redirected outside the Site and, therefore, to environments not controlled or managed by U-Earth. U-Earth declines any responsibility for the content and activities of the sites, portals and / or platforms of the Link destination.

3.7 The User undertakes to indemnify and hold U-Earth harmless from any damage, claim, sanction, liability and / or burden, direct or indirect and including, without limitation, the reasonable legal fees, which U-Earth should suffer or bear as a result of the breach or breach of any of the obligations referred to in this article 3.

#### **4. Availability of the Site and Services**

4.1 U-Earth reserves the right to (i) make the Site accessible and the Services and / or Contents available at the times and in the manner determined in its sole discretion, as well as to (ii) cancel, remove or modify the Services and / or the Contents and, in general, all the services made available from time to time through the Site; (iii) modify the Site and the Services, including the graphical interfaces and functionalities, at its sole discretion and without obligations of any nature towards Users; and (iv) in general, suspend the availability

of the Site and / or any Service and / or Content made available through it, including the Newsletter Service, in whole or in part and for as long as necessary, even in the event of ordinary or extraordinary maintenance intervention. The User expressly accepts that U-Earth does not provide any guarantee, express or implied, relating to the continuity or correct functioning of the Site and / or the Services and / or, in general, the services made available from time to time through the Site.

4.2 U-Earth cannot in any way be held responsible for damages, direct or indirect, expenses, costs and / or charges of any nature and entity, which may arise to the User and / or third parties as a result of use or non-use of the Site and / or the Services and / or the Contents available from time to time through it, including the Newsletter Service.

## **5. App and log-in credentials**

5.1 U-Earth offers Users the opportunity to use, through the App, a large catalogue of Contents for strictly personal or domestic use. U-Earth takes every useful precaution in order to ensure that the Contents available from time to time through the App are accurate and updated. However, U-Earth does not assume any responsibility towards Users for the accuracy, reliability, truthfulness and completeness of the Content published from time to time or made available on the Site.

5.2 In order to use the Services through the App, the User must proceed with the relative registration in the manner indicated in this article ("Account"). In order to register on the App and use the Services, the User declares and guarantees that he has reached the age of majority (18 years) and that he has the ability to act.

5.3 During the registration process, the User is asked to provide some personal data and to choose a password, which the User can modify and / or update at any time in the appropriate area of the App. The e-mail address and password provided by the User during registration constitute the access credentials to the relevant Account ("Credentials").

5.4 The User undertakes to: (i) keep and maintain the Credentials of his Account strictly confidential and not to transfer, disclose or otherwise make them accessible, even temporarily, to third parties; (ii) immediately notify U-Earth customer support of any unauthorized use of your Account or any other fact that could compromise its security, including the theft of Credentials. The User is considered solely responsible for the custody and correct use of the Credentials and the Account, U-Earth does not take any responsibility for the incorrect use, loss and / or theft of such Credentials.

5.5 U-Earth reserves the right, at any time, to suspend or deactivate the User's Account and / or interrupt the provision of the Services in the event of (i) unauthorized use of the Account or any other fact that could compromise its security, or (ii) use by the User of the Account, App, Services and / or Contents in violation of these Conditions, any applicable law or regulation and / or intellectual property rights and / or industrial of U-Earth and / or third parties.

## 5.6

The User has the right at any time to permanently deactivate his Account. Permanent deactivation involves the definitive closure of the Account and, consequently, the impossibility for the Customer to use the Services, after the deactivation date. The request for deactivation of the Account can be made by the User at any time by sending a communication to that effect to U-Earth customer service.

## 6. Personal Data

6.1 U-Earth processes the User's personal data through the Site and for the purposes indicated in the privacy policies. In relation to these treatments, please refer to the privacy policy of the u-earth.eu website (referred to in the link [<https://u-earth.eu/privacy-policy>]) and the privacy policy of the App ( referred to in the link [<https://u-earth.eu/app-privacy-policy>]).

## 7. Applicable law and competent court

7.1 These Conditions are governed by the laws of England and Wales and must be interpreted in accordance with the same although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

## 8. Final Clauses

8.1 All communications to U-Earth with reference to these Conditions must be made to the following address: [[legal@u-earth.eu](mailto:legal@u-earth.eu)].

8.2 The Conditions contain the entire discipline of the relationship between U-Earth and the User with reference to what is the subject of it.

8.3 Should a provision of these Conditions be or become void, and / or if one or more of the provisions could not, for reasons other than the non-fulfilment of the obligated party, be fulfilled in timely compliance with the provisions agreed herein, the remaining provisions will retain full force and effectiveness.

8.4 The possible tolerance of U-Earth of behaviours put in place by the User in violation of the provisions contained in these Conditions does not constitute a waiver of the rights deriving from the violated provisions nor the right to demand the exact fulfilment of all the terms and all the conditions provided herein.