

General conditions of sale
Version 2.0 of 23/07/2021

Please read all the general conditions of sale.

To enable us to accept your order and sign a legally binding agreement with you, please read these General Conditions of Sale. By accessing this web site and accepting an annual subscription, you agree to be bound by the following Terms and Conditions of Sale. In the event of any doubts, we invite you to write to support@fairnoise.com

Scope of application

1. The present General Conditions of Sale apply to the purchase of a space and access within the FAIRNOISE.COM of Europromas Srl, with VAT number IT02057710184 whose legal headquarters is: Via Carlo Emilio Gadda, 10 Sant'Alessio con Vialone (PV) Italy, e-mail address support@fairnoise.com.
2. Following are the General Conditions of Sale under which Europromas Srl sells a space within the platform to a company. By ordering a space within the platform, the Customer agrees to be bound by these General Conditions of Sale.

Terminology

3. **Customer/User** indicates a company or private individual using the website, (both Partners and Visitors) and purchases an annual subscription within the platform.
4. **Partner/Subscription Area** indicates the legally binding agreement between the Customer and the Supplier regarding the annual subscription of an access within the platform and regulated by these General Conditions of Sale.
5. **Research/Subscription Area** indicates the legally binding agreement between the Customer and the Supplier regarding annual access within the platform with the search functions intended for Visitors and regulated by these General Conditions of Sale.
6. **Partner** indicates a company that purchases an annual exhibition space within the platform and regulated by these General Conditions of Sale.
7. **Visitor** indicates a company or private individual who purchases annual access within the Platform to search for Partners and regulated by these General Conditions of Sale.
8. **Platform/Website** indicates the entire www.fairnoise.com website with all Partner and Visitor functions.
9. **Supplier** indicates the company Europromas Srl.
10. **Internal Regulation** indicates a behavioural regulation to be adhered to within the platform.
11. **Credentials** User name and password chosen by the User when registering for the Site;

Registration

12. You guarantee:

- a. To have read and understood the General Terms of Sale;
- b. To be an adult, to have the ability to act and to sign legally binding contracts;
- c. To have permission to proceed on behalf of the company you wish to register on the Platform as a User;
- d. During the registration process, you have chosen secure and complex credentials;
- e. That the personal and business information that must be provided to register as customers are true, accurate, current and complete in all respects;
- f. You agree to notify us immediately of any change in personal information, by contacting us via e-mail.

Purpose of Platform

13. The Platform was created to generate new relationships for Partner companies; its aim is for companies to exhibit their products and services virtually. It aims to connect potential partner's customers and suppliers through an algorithm based on lead generation & digital strategy; through certain information requested from the partner, the system will identify the result which will be processed by the algorithm, all possible customers and suppliers from all over the world who are invited to the platform have the opportunity to get to know the exhibiting companies, know their existence, see their products and exchange their names and data to establish a future collaboration outside the platform.

Exhibition Area (Exhibitor)

14. The description of the Exhibition Area corresponds to what is reported on our website and any other type of advertising.

15. The Exhibition Area is a space within the Platform, where you can set up your virtual shop window with your company information, the video area, the download area, services and products etc., news can be posted according to the Platform's Internal Regulations.

16. The installation of the Exhibition Area can be carried out directly by the Customer from the control panel of the reserved area or created entirely by the Supplier, (according to the plan chosen during purchase);

17. All features in the Exhibition Area can be modified for a continuous improvement of the Purpose of the Platform.

18. The Partner Subscription will have a duration of twelve months from the date of registration.

Research Area (Partner and Visitor)

19. The Research Area is a space within the Platform, where the User can search for Exhibitors present on the Platform and dialogue with them according to the Internal Regulations of the Platform.

20. All Search Area features can be changed for a continuous improvement of the Purpose of the Platform.

21. The Visitor's Subscription will have a duration of twelve months from the date of registration.

Sales Terms

22. The description of the Subscription on our website, as well as any other type of advertising, does not constitute a contractual offer for the sale of the Exhibition Area and the Research Area.

23. We reserve the right to decline a new subscription or renewal of a Subscription for any reason, although we will try to inform you immediately of the motivation. Failure to accept a Subscription could be caused by one of the following reasons:

- a. The customer is in a product range not yet open for exhibition;
- b. We are unable to obtain the payment authorization;
- c. We have detected an error/anomaly in the compilation of the data entered during the acceptance of the Subscription and billing data;
- d. In the event of a verification that the client has not complied with the Internal Regulations of the Platform.

24. The Subscription will take effect at the time of registration and after successful payment. It will have a duration of twelve months from the date of registration (for both the Partner and the Visitor).

25. The subscription price cannot be changed in any way after it has come into force, unless those changes are agreed to in writing by the Customer and the Supplier.

26. The Platform can be modified in its functions at any time for a continuous improvement of use, by both the Partner and Visitor.

Prices and payment

27. The price of the Subscription is the price indicated on our website, valid on the date of acceptance of the Order and the Agreement.

28. Prices do not include VAT.

29. In order to finalize the payment of the Subscription, the Customer has the possibility to pay by credit card and/or other similar electronic means of payment as implemented. Payments can also be made via Bank Transfer by sending an email request to support@fairnoise.com

30. In order to make the payment using these aforementioned means, the Customer should use the appropriate page available on the Platform and enter all the billing data required. The Customer acknowledges and accepts that the payments and all the data management required to make the payment will be managed entirely by Stripe, the external company and provider of the Payment Services of the Platform, whose general terms of service are available at the following link: <https://stripe.com/gb/legal>

31. In the case of payment by credit card, at the same time as the conclusion of the online transaction, the reference payment gateway will authorize only the amount related to the purchase made. The relative amount will be charged to your credit card at the moment of purchase.

In the event of the cancellation of the purchase by the User, (to be communicated no later than 7 days after the registration), the Company will immediately request the cancellation of the transaction and the refund of the committed amount. The release times, for some types of cards, depend exclusively on the payment gateway system and can reach their natural expiration (24th day from the authorization date). Once the transaction has been cancelled, you acknowledge and expressly accept that under no circumstances can the Platform be held liable for any direct or indirect damages caused by delay in the failure of refunding the amount committed by the payment gateway.

32. At no time in the purchase process is the Platform, will the Supplier and any member of its technical and non-technical staff, be in possess of any information related to the Customer's credit card, transmitted via secure and encrypted connection directly to the site of the payment gateway that manages the transaction, (whose general terms of service, are available at the following link: <https://stripe.com/gb/legal>). No computer archive of the Platform will retain this data. Under no circumstances can the Platform be held liable for any fraudulent and undue use of credit cards by third parties at the time of payment.

33. We will do everything possible to protect your Confidential Area and payment information; however, where there has been no negligence on our side, we will not be held responsible for losses caused by unauthorized access by third parties to the data you provide during the navigation and ordering procedures on our website.

Internal Regulations of Platform.

34. Partners and Visitors are required to use professional and polite behaviour within the Platform;

35. It is expressly forbidden to publish news (also known by 'post'), messages and share political, racial, religious themes, profanity and any form of rudeness, anger and hate speech, it is also forbidden to discredit and defame products or brands of another company, strictly personal posts not related to direct business of the company are also prohibited. The platform is an exclusively professional tool for business to business use, where the only object is to make new relationships and promote the business of a company.

36. The Partner will be able to contact all other Partners with whom they have an interest in collaborating, through the "contact" function, after which will be free to exchange personal data with another company and also get in touch outside the Platform.

37. The Visitor will be able to search for and contact all Partners with whom they have an interest in collaborating, through the "contact" function, after which will be free to exchange personal data with another company and also contact outside the Platform.

38. The Platform's internal team will continuously monitor the application of this Regulation and will be free to delete/modify content prohibited by this Regulation.

Delivery and service duration

39. The Partner Area and the Research Area will be delivered by the Supplier to the Customer by enabling the relevant area immediately after the successful payment of the Subscription. It will be accessible for 12 months from the date of the first registration.

Properties and general clauses

40. The Customer will not be able to access their reserved area provided by the Platform, until the transaction is completed. In the event of non-renewal of the annual subscription, all the contents of the reserved area will be stored inside the Platform servers for up to 15 days after the renewal expires, after that date, if the customer has not yet renewed the Annual Subscription, all data will be deleted from the servers.

41. The Supplier and the Customer act in full autonomy and independence. These General Terms do not give rise to any collaboration, agency, association, brokerage or subordinate work between them.

42. Any communication from one Party to another under the General Terms should be sent by e-mail to: support@fairnoise.com

Withdrawal and Cancellation

43. You have the possibility to cancel your Platform subscription within 7 days of your first subscription. You can email us at support@fairnoise.com with the reason for the cancellation. The cancellation of the transaction is described in step 31 of this Agreement.

44. After the first subscription you can freely cancel the renewal of the annual subscription through your reserved area or by communicating it to us by email at: support@fairnoise.com. You are not required to give us any reason and no charges will be made.

45. If for any reason, you decide to suspend and close your Subscription before its normal one-year cycle, you can write to support@fairnoise.com and the technical team will obscure your profile within 48 hours of the request. Nothing in this case can be claimed by the Customer to the Supplier as a refund of the remaining period of the Subscription.

Privacy

46. The Platform respects and protects the privacy of its customers. The Platform will not use your personal data for marketing purposes and/or sending commercial communications and/or direct sales without having received express consent from the Customer.

47. The Customer agrees that the Supplier has the right to access, retain, use and process all the information provided in accordance with the terms of the Privacy Policy. The Customer may at any time, correct, amend or update their personal data.

Exclusion of liability

48. Except in the case of intent or gross negligence, to the maximum extent permitted by law, you acknowledge and accept that the Supplier and the Platform will not be in any way liable to the Customer for any damages, losses, costs, charges and expenses, direct or indirect, including any legal expenses incurred and/or supported by the Customer in connection with the Subscription provided by the Platform under the General Conditions of Sale. Therefore, no compensation for any damages may be sought by the Customer to the Supplier for any damage directly and/or indirectly endured concerning the Platform Subscription.

49. The Platform also excludes all responsibilities in the event of:

- a) Any loss (e.g. loss of earnings) resulting from any marketing actions taken according to the Subscription provided;
- b) Losses (e.g. loss of earnings) affecting the company, work, business or profession of the customer;
- c) Absence of any commercial contact from other Exhibitors or Visitors during the subscription period;
- d) Any action taken by the Customer on the basis of the data provided by the Platform;
- e) Any losses resulting from collaboration with other companies established through the Platform.

Applicable Law, Jurisdiction and Complaints

50. In order to avoid any dispute, we handle complaints as follows: Complaints about apparent defects of the Platform must be reported to us directly within 7 days of receiving the Subscription or from the time you become aware of the issue, all by email to: support@fairnoise.com.

51. We reserve the right to:

- a. Temporarily or permanently change the prices of the Exhibition Area and the Research Area without notice, both for the first registration and its annual renewal;
- b. Expand and modify the Exhibition Area and the Search Area without warning, always in the logic of improving the Platform;
- c. Change the Platform's Sales Terms by informing you of these changes through the Message function of your Exhibition Area;

As a result of these changes, your continued use of the Platform (or any part of it) will be considered an acceptance of these changes. It is your responsibility to consult the Message feature of your Exhibition or Search Area and/or regularly consult the Sales Terms to verify any changes. In the event you disagree with any of the changes you should email us at support@fairnoise.com, explaining the reason for the disagreement;

- d. Suspend service to Exhibitors and Visitors who have violated the Internal Regulations.

52. The Agreement (including any non-contractual aspect) is subject to the laws of Italy.

53. Any disputes should be submitted to the jurisdiction of the courts of Milano, Italy.