



GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

Version 2.1 - December 2025

Dear Visitor,

this document outlines the general terms and conditions governing the use of our Website.

We aim to make all our legal documents easy to understand and navigate.

For this reason, we have structured this document, titled "General Terms and Conditions," with a clear Summary, divided into numbered Sections, to help you quickly find the information you need. Each Section covers a specific topic.

To keep the most important parts concise, we have also included two additional Sections:

- "Common Rules," which contains clauses applicable to everything we provide;
- "Glossary," which defines all capitalized terms.

For information on the processing of your personal data, please refer to the Privacy Policy and the Cookie Policy.

Summary

A. USE OF THE SITE.....	1
B. COMMON RULES.....	2
C. GLOSSARY.....	4

A. USE OF THE SITE

1. This Section, also known as the Terms of Use, governs how the Site pages are provided to the Visitor.
2. By using the Site, the Visitor confirms they have read and accepted these Terms of Use.
3. The Company urges the Visitor to read the Terms of Use carefully, as they constitute a binding contract between the Visitor and the Company regarding Site usage.
4. If the Visitor disagrees with any of these provisions, they must stop using the Site.
5. The Site is owned by **Ebano S.p.A. – Benefit Corporation**, referred to as the "Company," whose identifying details are specified in the Glossary.
6. The Site serves to establish the Company's web presence and, where applicable, to provide the Services offered from time to time.
7. The Company reserves the right to partially or fully discontinue the Site and/or to modify, remove, or replace the available Services.
8. The Visitor acknowledges and agrees:
 - 8.1. that the site content is for informational purposes only;
 - 8.2. that the Company will process the Visitor's Data in accordance with the Privacy Policy and Cookie Policy;
 - 8.3. that the Company will provide the Site subject to necessary scheduled or urgent maintenance;
 - 8.4. that the Visitor is responsible for Internet connection costs and any costs related to the Connection Methods.
9. The Company is entitled to:
 - 9.1. modify, update, suspend, limit, or interrupt the Site's operation at any time, or change and/or replace its domain name;
 - 9.2. analyze Site traffic (e.g., most visited pages, visitor count by time/day, geographical origin,

average connection time, browsers used, visitor source – search engines or other sites –, search queries, etc.) for usage understanding, management, optimization, improvement, or statistical purposes;

- 9.3. resolve operational issues (e.g., page loading errors);
- 9.4. conduct monitoring to repel and/or prevent cyber attacks and fraud;
- 9.5. analyze user composition to improve the Site and/or any Services.

10. WARRANTY DISCLAIMERS AND NO ASSISTANCE

- 10.1. The Site is provided "AS IS" and "AS AVAILABLE." The Company makes no warranties, express or implied (including, but not limited to, warranties of non-infringement, merchantability, and fitness for a particular purpose), and the Site may be temporarily unavailable, contain defects, or be subject to delays.
- 10.2. Specifically, the Company offers no guarantee regarding:
 - a) the Site's suitability for the Visitor's needs;
 - b) the availability and quality of the Site;
 - c) the absence of errors (of any kind, including technical ones) on the Site, and their correction.
- 10.3. The Company will make reasonable efforts to ensure continuous and uninterrupted access to the Site, but will not be held liable if any of the Contents (even if free) are temporarily or permanently inaccessible.
- 10.4. The Company is not liable for errors, inaccuracies, omissions, or damages caused, directly or indirectly, by decisions or actions taken by the Visitor and/or Third Parties based on (and/or as a consequence of) the Site's Contents.
- 10.5. The Company does not guarantee the provision of technical support for the Site.

B. COMMON RULES

1. VISITOR'S OBLIGATIONS

- 1.1. The Visitor undertakes to:
 - a) Not misuse the Site. Examples of misuse include using the Site unlawfully or against public decency, spreading computer viruses, engaging in activities that compromise or damage the Site's security, and accessing the Site with automated tools (such as harvesting bots, robots, spiders, or scrapers);
 - b) provide truthful data;
 - c) not to violate:
 - the General Terms and Conditions;
 - any other provision of the General Terms and Conditions applicable to the Visitor's action;
 - the Applicable Regulations and the Privacy Regulations of Italy and/or the country where they are located and/or reside, or otherwise applicable to their activities;
 - the rights of the Company and/or Third Parties.

2. COMPANY'S RIGHTS

- 2.1. The Company may, at its sole discretion and without obligation to provide compensation:
 - a) deny the Visitor registration and/or access to the Site;
 - b) take any action against the Visitor for self-protection, including seeking damages.

3. LIMITATION OF LIABILITY

- 3.1. The Company shall not be liable to the Visitor if it modifies, updates, suspends, limits, or interrupts the Site's operation.

4. INDEMNIFICATION

- 4.1. The Visitor shall indemnify and hold the Company harmless from any Third-Party action, including reasonable legal fees, seeking damages related to breaches of the obligations set forth in Article 1 of this Section.

5. INTELLECTUAL PROPERTY

- 5.1. Unless otherwise specified on the Site for certain Contents, the Company exclusively owns all Intellectual Property Rights over the Site and its Contents.
- 5.2. The Company's provision of the Site is not a transfer or license to the Visitor of any Intellectual Property Rights over the Site or its Contents, nor does it grant the Visitor and/or Third Parties any other right of use.
- 5.3. All trademarks and logos reproduced on the Site belong to their rightful owners; the Company claims no rights to such marks and logos, except its own.

6. MISCELLANEOUS

- 6.1. The Company reserves the right to modify any terms and conditions of the Legal Documents on the Site at any time (including, but not limited to, the General Terms and Conditions, Privacy Policy, Cookie Policy, etc.), as well as the Site itself and related Services and/or Content. This may be done, for example, to offer new Services or to comply with new legal or regulatory provisions. The Company therefore encourages Visitors to periodically check the aforementioned legal documents and the Site for updates or changes.
- 6.2. The General Terms and Conditions govern the relationship between the Company and the Visitor and do not create rights or obligations for Third Parties.
- 6.3. Any tolerance by the Company of Visitor behavior that violates the General Terms and Conditions does not constitute a waiver of the rights derived from the violated provisions, nor of the right to demand exact fulfillment of all terms and conditions set forth herein.
- 6.4. The Company does not provide Content and/or Services, nor sell Services, to individuals who lack the legal capacity to accept these General Terms and Conditions under their national law. If the Visitor is below the age of legal capacity, they may only access the Services with the involvement of a parent or guardian.
- 6.5. The rights and remedies included herein are not exclusive but are in addition to any other rights and remedies available under applicable law.
- 6.6. If any provision of the General Terms and Conditions is deemed invalid or unenforceable by a court or other competent authority, that provision shall be deleted from the General Terms and Conditions, and the remaining provisions shall remain in full force and effect.
- 6.7. Any limitation or exclusion of liability provided for the Company in the General Terms and Conditions applies to the maximum extent permitted by law.
- 6.8. In case of conflict between the provisions of these Common Rules and those in the other Sections, the latter shall prevail, unless expressly stated otherwise.
- 6.9. The provisions of the Common Rules apply to all legal documents available on the Site, unless a specific Legal Document expressly excludes their application.

7. APPLICABLE LAW AND JURISDICTION

- 7.1. The General Terms and Conditions are governed by Italian law, with the express exclusion of its conflict of laws provisions.
- 7.2. The Court of Novara shall have exclusive jurisdiction over any dispute regarding the validity, interpretation, or execution of the General Terms and Conditions and anything related

thereto.

- 7.3. If the provisions of this Clause are unenforceable under the mandatory rules of the Visitor's country, then the applicable law and the competent Court will be determined by the laws of that country.
- 7.4. If you are a Consumer habitually residing in the European Union, you may benefit from additional protections provided by the mandatory provisions of your country of residence.

C. GLOSSARY

1. Capitalized terms and expressions in this text have the meanings indicated below. Definitions in the plural also apply to the singular, and vice versa.
 - 1.1. **Content:** By way of example only, any finished stream of data or information (file or software package), containing textual information, photographs, video, audio, scripts, graphics, programming codes, written documents (including their presentation and formatting), and functionality present on the Site.
 - 1.2. **Consumer:** The natural person acting for purposes unrelated to any entrepreneurial, commercial, artisanal, or professional activity, pursuant to art. 3 of Legislative Decree 206/2005.
 - 1.3. **Cookie Policy:** The information regarding the use of cookies on the Site.
 - 1.4. **Data:** The information related to the Visitor required to use the Services, as well as all information transmitted by the device used by the Visitor to browse this Site and the operations performed (subject to temporary storage on the Site).
 - 1.5. **Intellectual Property Rights:** Patents, utility models, designs, copyrights, trademarks or service marks, rights in the topography of semiconductor products, database rights, rights in confidential information, including know-how and trade and industrial secrets, moral rights, or other similar rights in any country, whether registered or not, any applications for registration of any of the foregoing rights and all rights relating to the submission of applications for registration of any of the foregoing rights which are owned by, licensed to, or otherwise lawfully used by the Company;
 - 1.6. **Privacy Documents:** Cumulatively (i) the Privacy Policy; (ii) the Cookie Policy.
 - 1.7. **Manager:** The information society service provider, other than those referred to in Articles 14, 15, and 16 of Legislative Decree no. 70/2003, who manages the content of a website on the Internet, and here specifically the Company.
 - 1.8. **Marketing:** Individually or cumulatively, the purposes of sending advertising material, commercial communications, direct sales, carrying out market research, and administering satisfaction questionnaires.
 - 1.9. **Connection Method:** The interfaces (web, software, or otherwise) that operate on certain configurations of some operating systems through which the Visitor can use the Site by connecting remotely via the Internet.
 - 1.10. **Applicable Regulations:** Any provision, of any rank, belonging to Italian or European Union law, in any way or to any extent applicable to the Site;
 - 1.11. **Privacy Regulations:** EU Regulation 2016/679 ("GDPR"), Legislative Decree 196/2003 and subsequent amendments and/or additions ("Privacy Code"), as well as the measures adopted by the Supervisory Authority in execution of the tasks established by the GDPR and the Privacy Code and any other applicable legislation, of any rank, including the opinions and guidelines developed by the Committee.



- 1.12. **Party:** Depending on the context, the Visitor, the Company, one of the two, or both.
- 1.13. **Privacy Policy:** The information regarding the processing of personal data for the management of the Site.
- 1.14. **Common Rules:** Section C of the GTC.
- 1.15. **Service:** Any service, free or paid, among those possibly available on the Site on the date of access by the Visitor.
- 1.16. **Section:** One of the following sections into which these GTC are divided: “A) Use of the Site”; “B) Common Rules”; “C) Glossary”.
- 1.17. **Website:** Web pages displayed through the domain www.gruppoebano.com, including subdomains.
- 1.18. **Company:** Ebanò S.p.A. – Società Benefit, Tax Code 08695300155 and VAT No. IT 01735720037 - R.E.A.: 194002, with registered office at Via Enrico Mattei 21 – 28100 Novara, info@gruppoebano.com, share capital: €4,000,000.00 fully paid up.
- 1.19. **General Terms and Conditions** (also abbreviated to “**GTC**”): This document, part of the legal documents, which governs the use of the Site.
- 1.20. **Terms of Use:** Section A of the GTC.
- 1.21. **Third Party:** Any person other than the Manager and the Visitor.
- 1.22. **Visitor:** The natural or legal person who uses a device and navigates the public pages of the Site via the internet.