

TERMS AND CONDITIONS OF USE OF CidReader

1. GENERAL – WHAT IS CidReader

1.1. The web application named CidReader (hereinafter “**CidReader**” or the “**Web App**”) consists of an online application enabling users to open and reader documents online, take notes thereon, and otherwise interact with such documents, both as individual user or by creating a virtual room, where other users may be invited to join and assist to the foregoing in live sharing.

1.2. By accessing or anyhow using the CidReader website (<https://www.cidreader.com/>), the user of CidReader (“**Customer**”) agrees to comply with and to be bound by these general terms and conditions of use (hereinafter the “**Terms and Conditions**”), including any future modifications thereof, which will be made at the discretion of the Developer (as defined below). These Terms and Conditions regulate the use of CidReader and, specifically, set forth the rights and obligations of the Customer with regard thereto. The Customer is asked to carefully check, from time to time, the latest update of these Terms and Conditions and of any other rules governing the Web App, available on the Web App website. [In any case, by entering the CidReader website, the Customer has specifically and fully accepted these Terms and Conditions, through the “Point & Click” system (including the provisions under Articles 2, 3, 4, 6, 7 and 8 for the purposes of Articles 1341 and 1342 of the Italian Civil Code).]

1.3. The Customer acknowledges that the developer of CidReader, as possibly identified on the relevant website (the “**Developer**” and, together with the Customer, the “**Parties**”, each also a “**Party**”) is the exclusive owner of CidReader and agrees to use such Web App in compliance with these Terms and Conditions.

1.3. The set of services provided by means of the Web App will hereinafter be generally referred to as the “**Services**” (each a “**Service**”). By anyhow using the Web App, the Customer accepts the Services offered and made available by the Developer.

2. USE OF THE WEB APP

2.1. By using the Services, the Customer acknowledges and, in any case, accepts:

- a. to be personally responsible for the use of the Services and of the contents inserted in the Web App with all the legal consequences that may directly or indirectly arise therefrom;
- b. to use the Services in accordance with applicable national, European Union and international standards and legislation as in force, from time to time, including data protection and copyright standards and legislation, as applicable from time to time;
- c. to comply with these Terms and Conditions and all the rules and limitations indicated herein;
- d. not to use the Services offered by means of the Web App for activities that may have negative effects on the management of the Web App itself, on its use by other Customers and/or on their reputation;
- e. not to have any rights, and not to make claims on any resource, information or content of this Web App, including the brand “CidReader”;
- f. not to reproduce, sell or otherwise exploit economically or otherwise unlawfully any resources, information or contents of the Web App, including the brand “CidReader”;
- g. the Web App is subject to continuous changes and updates, including content or technological ones, which the Developer reserves the right to make, directly or through third parties providers, based on independent judgments and evaluations, where necessary for the purpose of correct or better use of the Services on part of the Customers.

2.2. The use of the Web App is free of charge and reserved to Customers having accepted these Terms and Conditions.

2.3. The Developer reserves the right to suspend or interrupt the use of the Services and/or access to the Web App at any time, with no liability vis-à-vis the Customer or any third parties. Without prejudice to the foregoing, the Developer may ban access to the Web App to any Customer found in violation of these Terms and Conditions and/or any other applicable provision, or if the Developer is requested to comply with regulatory, judicial or other authority requirements, as well as whenever such suspension or interruption will be deemed necessary by reason of technical or operational needs as discretionarily identified by the Developer.

3. INTELLECTUAL PROPERTY

3.1. By accessing and using the Web App, the Customer recognizes that the Developer is the exclusive owner of any right or property to the Web App and the Services, including any intellectual property rights related thereto.

3.2. The Customer acknowledges and agrees that the intellectual property rights of the Developer are protected by national, European Union and international laws. Consequently, the Customer accepts and undertakes not to copy, export, reproduce, alter, modify the content of the Web App, including the graphics, images and source codes of the relevant website. The Customer accepts and agrees not to violate any of the measures adopted by the Developer to limit or prevent access to the Services, nor to violate the security of the Services or attempt to gain unauthorized access to the Services nor to use false credentials to illegally access the Services.

3.3. The access to CidReader and/or the use of the Services do not grant on the Customer any rights and/or licenses and/or assignment or ownership of copyrights, trademarks and/or other intellectual property rights or other interest on any content or element present in the Web App or related to the Services.

3.4. The Developer does not claim any intellectual property rights on the contents uploaded by the Customer on the Web App, which are the exclusive responsibility of the Customer (who undertake to hold harmless the Developer from any liability arising in connection therefrom).

4. OBLIGATIONS AND RESPONSIBILITIES OF THE DEVELOPER

4.1. Unless for wilful misconduct or gross negligence, the Parties agree to exclude any liability of the Developer with respect to the Web App and/or the Services.

4.2. In any case, the Developer will not be held liable for and any errors or inaccuracies in the data entered in the Web App, as well as for any damage directly or indirectly resulting from actions, omissions or decisions made by the Customer based on the use of the Web App.

4.3. Without prejudice to the provisions of mandatory laws, the Developer is exonerated from any and all contractual and/or non-contractual liability for direct and/or indirect damages suffered by Customers for the use of the Services – including failure to operate, suspension or interruption of the same – and will consequently not be liable for any compensation.

5. CONFIDENTIALITY

5.1. Each of the Parties undertakes to consider all information, data and documents communicated by the other (or which he/she has otherwise come to know) to be strictly confidential and, therefore, not to disclose them either directly or indirectly, and to respect its confidentiality obligation employees, consultants and collaborators.

5.2. Each of the Parties undertakes, in particular, without limitations, not to carry out, with reference to the confidential information of the other Party (hereinafter, the “**Confidential Information**”), the following activities, for purposes other than the fulfilment of the obligations under these Terms and Conditions:

a. make any direct or indirect use of the Confidential Information for their own benefit and / or for third parties and / or for the purpose of causing harm to the other Party;

b. extract a copy, be it paper, IT, photographic or otherwise, of Confidential Information;

c. publish, communicate to third parties and / or in any case disclose, with any means of information and / or communication, in any form, Confidential Information.

5.3. The Party that has received Confidential Information from the other Party undertakes to adopt all the necessary prevention measures and, in particular, all the security measures necessary to avoid the dissemination and use of the Confidential Information.

5.4. The confidentiality obligation referred to in this article will continue to be applicable until the Confidential Information becomes public domain by no fault of either Party.

5.5. The confidentiality restrictions set forth herein operate for each Party, for their staff and for any external collaborators employed during the performance of the activities referred to in these Terms and Conditions and any other rules governing the Web App.

6. PROCESSING OF CUSTOMER'S PERSONAL DATA

6.1. In relation to the activities related to the execution of the Services, the Parties declare to be compliant, each to the extent of their own competence, with the provisions of all applicable laws relating to the protection of individuals with regard to the processing of personal data, as well as to each other legal or regulatory provision applicable to the relevant sector of activity.

6.2. Without prejudice to the foregoing, the Customer acknowledges that the current configuration of the Web App does not entail the processing of any data on part of the Developer. Nonetheless, should any future amendment of the Web App entail data processing, the Customer will comply with all policies and procedures prepared by the Developer in this respect..

7. CHANGES TO THE CONTRACTUAL CONDITIONS

7.1. The Developer may modify, update or change these Terms and Conditions any other rules governing the Web App and/or the technical methods of providing the Service, at his mere discretion even without giving notice to the Customer.

8. APPLICABLE LAW

8.1. These Terms and Conditions are regulated by Italian law.