

GENERAL CONDITIONS OF USE OF THE RESERVED AREA OF THE WEBSITE WWW.NEWELFIN.COM

1 General Provisions

- 1.1 The present General conditions of use (hereafter referred to as “General Conditions” or “Conditions of Use”) apply to all the users that register and enter the Reserved Area of the website www.newelfin.com (hereafter referred to as “Reserved Area”), accessible at the link provided by New Elfin divisione pulsanti srl.
- 1.2 For the purpose of these General Conditions, by “User” it is meant any person having access to and visiting the Reserved Area of the website www.newelfin.com, whether the visit was limited to consultation of the contents provided or the visit was aimed at using the mentioned contents.
- 1.3 By the expression “Holder of the Service” (hereafter, “Holder”) it is meant uniquely the company New Elfin divisione pulsanti srl, with registered office in Caselle Torinese, at Strada Commenda 3/M, VAT No. IT05626730013.
- 1.4 By the expression “Product” or “Products” it is meant any product, material, equipment or service supplied by New Elfin divisioni pulsanti srl to the User, directly or indirectly, through ordinary sales and/or promotional activities.
- 1.5 The use of the Reserved Area and the contents contained therein is governed by these Conditions of Use, whose formal acceptance constitutes an agreement between the User and the Holder and it is formalized by the acceptance at the link provided by New Elfin divisione pulsanti srl and by signing these Conditions of Use.
- 1.6 The present Conditions of use aim at formalizing and regulating the activities of co-marketing agreed between the Holder and the User which are undertaken through the use of the Reserved Area and its contents.
- 1.7 The contents, provided by the Holder to the User through the Reserved Area, principally consist of pictures, video clips, datasheets, test reports, drawings, and any additional documentation considered appropriate by the Holder, including, but not limited to, .xml data for website construction and management, contents related to the products and eventual commercial records.
- 1.8 The User is entitled to use the contents provided by the Holder through the Reserved Area for marketing activities which are focused on the presentation, advertisement, promotion, distribution and sale of the Product. The use of contents may include, but is not limited to, the utilization on the website, e-commerce platform or other online platform of the User, and publication of computerized or paper files such as newsletters, brochures, pamphlets, fliers and catalogues. The authorization to use the Reserved area and the contents in it does not affect the industrial and intellectual property, which remains of the Holder only, as regulated by paragraph 5 of the present Conditions of Use.
- 1.9 Further terms and conditions shall be devised by the Holder to regulate the contents provided on the Reserved Area. This may refer, inter alia, to newsletters or information request forms. The User shall accept the modifications to the Conditions of Use to continue having access to the Reserved Area.
- 1.10 The Holder reserves the right to modify at any time these Conditions of Use, giving notice to the User by email and via indication on the Reserved Area. Further accesses to the Reserved Area by the User implies the total acceptance by the User of the new Conditions of Use.
- 1.11 The text of these General Conditions mentions typically-IT terms, which are commonly recognized and with unambiguous meaning, and which are assumed known and understood by the User, unless otherwise stated.

2 Registration, account activation and User security

- 2.1 A registration is required prior to entering the Reserved Area. The registration implies the total acceptance of these Conditions of Use.
- 2.2 To register as User, it is needed to:
 - Provide to the Holder a valid email address and the name details of the officer that the User intends to use as user ID for signing in the reserved Area;
 - Follow the instruction provided by the Holder via email to generate the password (hereafter, together with the user ID, referred to as “Access Credentials”).
- 2.3 When registering, the User declares that they have read and accepted the General Conditions and all the Conditions of use; nevertheless, the User ensures that all the details and information provided to the Holder are true, correct and up-to-date.
- 2.4 When registering, the User shall create its own password, which will be indispensable, together with the user ID, for entering the Reserved Area. The User is solely responsible for maintaining the secrecy of its own Access Credentials. It is compulsorily required to use the Access Credentials properly and with common sense, and in view of the legal consequences of an improper use.
- 2.5 In case of loss of the password, the User shall autonomously require for its password by following what described on the login page of the Reserved Area, under “Forgot your password?”.
- 2.6 In case of loss of the user ID or the link of the Reserved Area, the User shall require to the Holder to receive back these details. The Holder shall provide the details after confirming the requesting’s identity.

- 2.7 The User shall keep with reasonable care and diligence the Access Credentials and, in case of loss or leakage, they must promptly notify the Holder. The Holder is entitled to deactivate the account to avoid subtraction of sensitive data.
- 2.8 The User has the obligation to promptly notify to the Holder the loss or leakage of the Access Credentials, or any non-authorized use of their own Access Credentials by third parties, or any breach of security they may notice. In the event of non-communication, any manifestation or action occurring from the User's account, which is productive of legal effects, will be incontestably imputed to the User.
- 2.9 The Holder is not liable for any illegitimate use of the contents of the Reserved Area by third non-authorized parties that came into possession of the User's Access Credentials due to the negligence of the User.
- 2.10 The Holder will have complete details about the access of the User. These details include, but are not limited to, date/hour of access and activities carried out during the access.

3 User's obligations and requirements

- 3.1 The User is required to use the files and details provided on the Reserved Area and on the website www.newelfin.com in observance of the laws, common sense (including basic rules of Netiquette) and what established in these Conditions of Use.
- 3.2 It is strictly forbidden to copy or divulge contents, information, files retrieved in the Reserved Area or the website www.newelfin.com unless otherwise indicated by the Holder, with the exception of any use related to commercial activities, marketing & co-marketing actions agreed between the User and the Holder, as referred to in points 1.6 and 1.8. Such agreement provides for the sharing of several type of data and files, including, but not limiting to, .xml data, promotional material, pictures, video clips, datasheet, drawings, and any additional documentation considered appropriate by the Holder. The sharing does not affect in any case the regulation on Copyright or the industrial and intellectual property of New Elfin divisione pulsanti srl, which remains the only proprietary of the contents and the information provided in the Reserved Area or the website www.newelfin.com.
- 3.3 In case the User uses the contents provided for publications on their own website or their own social network profiles, the User shall be the only party liable for any related effects.

4 Obligations, warranty and disclaimer of the Holder

- 4.1 The Holder undertakes to provide the User with information, product details and contents through the Reserved Area and the website www.newelfin.com, and shall take care and update these online platforms, consistent with the real needs and possibilities.
- 4.2 Notwithstanding the provision of the foregoing paragraph, the Holder will not be liable for any possible interruption, or suspension, or restrictions of the services, due to any problem, technical or otherwise, which does not depend on, or is not related to, the Holder. In case of problems or malfunctions of the service, the User shall report to the Holder via email at the address online@newelfin.com.
- 4.3 The Holder is not liable for any eventual use of the website www.newelfin.com or its Reserved Area by the Users or third parties which are in breach of the laws, common sense, moral decency, or not in compliance with these Conditions of Use.
- 4.4 The Holder shall send via email, to the address received by the User as their user ID, news related to updates, new publications, additions to the Reserved Area, and any additional documentation considered appropriate by the Holder. The User accepts to receive such messages and pieces of information on the email box provided as user ID.
- 4.5 The Holder reserves the right to share the user ID and email address of its User to third parties which are involved in the management and maintenance of the Reserved Area.
- 4.6 The Holder is not liable for any eventual damages and/or losses and/or malfunctions and/or impairments of any type and nature which may occur on User's IT components or computer systems due to the use of the Reserved Area, website www.newelfin.com, or any contents related to. Any eventual repairing/recovery shall be borne to the User.

5 Industrial and Intellectual Property

- 5.1 The present website, as well as all the material contained in the Reserved Area, is exclusive property of New Elfin divisione pulsanti srl and is protected by Copyright law and any other applicable law for authors' royalties.
- 5.2 The User recognizes expressly that all the rights on industrial and intellectual property including, but not limiting to, know-how, .xml data, file of any type, pictures, video clips, datasheets, test reports, drawings, are covered by Copyright law and any other applicable law for authors' royalties, and are the exclusive property of New Elfin divisione pulsanti srl.
- 5.3 The User in any case is not allowed to copy, publish, divulge, share, or make available to third parties the contents provided in the Reserved Area or the website www.newelfin.com, except for cases mentioned and referred to in point 3.2 of the present Conditions of Use.

6 Final provisions

- 6.1 The Holder reserves the right to modify, suspend or interrupt the services and the contents provided in the Reserved Area, as well as suspend or interrupt the access of the User to the Reserved Area.

7 Applicable law

- 7.1 The present agreement shall be governed by the laws of the State of Italy. Any eventual dispute concerning the present Conditions of Use or any other violations and responsibility shall be subject to Italian jurisdiction.