

TERMS OF USE

These **Terms of Use** set out the rules for use of the site www.torberosazza.com ('Site') by visitors and users of the Site. The Site is owned by Società Agricola Le Tenute del Leone Alato S.p.A. (VAT no. 01376530323) with registered office in Via Trento, 8 34132 - Trieste TS and registration number with the Trieste Register of Companies no. REA (economic and administrative index): TS –209974.

Welcoming you to the Site, we invite you to carefully read these Terms of Use, which apply to all visitors and/or users of the Site. By continuing to browse or use the Site you implicitly confirm your acceptance of these Terms of Use. If you do not agree with and/or do not accept these Terms of Use, you cannot use this Site and we therefore ask you to stop using it immediately.

1. AMENDMENT OF TERMS AND CONDITIONS OF USE

1.1 Società Agricola Le Tenute del Leone Alato S.p.A. reserves the right to amend or simply update these Terms of Use, in whole or in part, at any time and without prior notice. In this case, Società Agricola Le Tenute del Leone Alato S.p.A. shall publish the updated version of the Terms of Use on the Site, replacing the 'Last Update' date with the date of the update. We therefore ask you to periodically read the Terms of Use of the Site so that you are constantly aware of the conditions applied. It should be noted that use of the Site after the Terms of Use of the Site have been amended implies acceptance of the amendments made. If you do not accept any of these changes, you must therefore stop accessing or using the Site.

2. THE SITE AND ITS FUNCTIONALITIES

2.1 Through the Site, Società Agricola Le Tenute del Leone Alato S.p.A. promotes and provides information on the products, services offered, location and features of COSTA ARÈNTE. Through the Site it is also possible to acquire various experiences at COSTA ARÈNTE.

2.2 In some sections of the Site, you may be asked to register by entering your personal data in order to be able to receive commercial communications relating to the services and initiatives offered by Società Agricola Le Tenute del Leone Alato S.p.A. and/or the purchase of services. In that case, you will be specifically asked for the appropriate consents. If you provide your personal data, you will be responsible for its accuracy and updating. The processing of the personal data you provide to Società Agricola Le Tenute del Leone Alato S.p.A. via the Site is fully described in the Privacy Policy: <https://www.torberosazza.com/sites/default/files/2023-12/Privacy%20Policy%20-%20Torre%20Rosazza.pdf>. You may unsubscribe from receiving commercial communications at any time.

3. USE OF THE SITE BY USERS

3.1 Use of the Site is intended for users of legal age only. By using the Site you therefore declare that you are over 18 years of age.

3.2 You are permitted to use the Site and its content solely for personal, non-commercial use and, in any event, in full compliance with these Terms of Use and the applicable laws.

3.3 You recognise and accept that you cannot, either directly or by assisting third parties:

- a) copy, reproduce, publish, transmit, upload, encode, modify, sell and license, or otherwise distribute, in whole or in part, the Site or its contents;
- b) access or use the Site or its content for any commercial or advertising purposes, as well as for illegal or impermissible purposes;
- c) use any automatic or manual process to reproduce in any way the structure or appearance of the Site or its content;
- d) use any device, software, mechanism or other technology for the purpose of interfering with the proper functioning of the Site.

3.4 Società Agricola Le Tenute del Leone Alato S.p.A. reserves the right to terminate or suspend your use of or access to the Site without notice if it reasonably believes that you are in breach of the Terms of Use or if it considers such action necessary for security reasons.

4. COPYRIGHT

4.1 By way of a non-exhaustive example, the Site, its pages, the technologies, the platform, the ideas, the logos and trademarks present on the Site, the graphics, the texts, the audio/video files, the photographs, the images, the drawings, the scripts, and more generally speaking, any other creativity connected to the Site and the services are the exclusive property of Società Agricola Le Tenute del Leone Alato S.p.A. and as such may not be reproduced, used or performed, except where and to the extent that it is expressly permitted.

4.2 You are granted a non-transferable right to use the Site and/or any services offered, which is limited to private, non-commercial use.

4.3 Any feedback, comments, suggestions and ideas you send to Società Agricola Le Tenute del Leone Alato S.p.A. with reference to the Site shall be deemed non-reserved and non-proprietary. Società Agricola Le Tenute del Leone Alato S.p.A. reserves the right to use such content free of charge and without limitation and, in particular, by way of a non-exhaustive example, Società Agricola Le Tenute del Leone Alato S.p.A. may store, archive, reproduce, publish, disseminate, display, modify and translate said content.

5. PRIVACY

5.1 In order to enable you to use or access certain sections or functionalities of the Site, you may be asked to provide certain personal data concerning yourself. The processing of the personal data you provide to Società Agricola Le Tenute del Leone Alato S.p.A. via the Site is fully described in the Privacy Policy: <https://www.torremosazza.com/sites/default/files/2023-12/Privacy%20Policy%20-%20Torre%20Rosazza.pdf>. In order to obtain information about the practices and policy regarding the processing of personal data, we therefore invite you to consult the Privacy Policy.

6. DISCLAIMER - THIRD-PARTY SITES

6.1 The Site may include information extracted from public sources and/or links to external sites or web pages managed by third parties. Società Agricola Le Tenute del Leone Alato S.p.A. exercises no control over the content, security and reliability of such content and links. Through these links, Società Agricola Le Tenute

del Leone Alato S.p.A. merely facilitates access to these websites without assuming any responsibility for their content or for any violations of law or infringements of the rights of third parties occurring on such pages for which the owners of such pages are responsible. Any links to third party sites do not represent nor can they be construed in any way as an endorsement by Società Agricola Le Tenute del Leone Alato S.p.A. of their content.

6.2 This disclaimer applies to all links displayed on the Site and to the contents of websites to which you are directed via such links.

7. LIMITATION OF LIABILITY

7.1 Società Agricola Le Tenute del Leone Alato S.p.A. does not guarantee the functionality of the Site, although it undertakes to use the best technology it is aware of and the best resources at its disposal. Therefore, Società Agricola Le Tenute del Leone Alato S.p.A. shall in no event be liable for delays or malfunctions in the performance of the Site due to events beyond its reasonable control such as, but not limited to: (i) events of force majeure; (ii) events dependent on the acts of third parties such as, but not limited to, the interruption or malfunctioning of third-party services.

7.2 In the event of an interruption in the functionality of the Site, Società Agricola Le Tenute del Leone Alato S.p.A. undertakes to restore it as quickly as possible. In any case, Società Agricola Le Tenute del Leone Alato S.p.A. may not be held liable for malfunctions due to defects in the means necessary for access, improper use thereof and/or the methods of access to the Site. In addition, Società Agricola Le Tenute del Leone Alato S.p.A. shall under no circumstances be liable to the User or any third party for loss of profit, loss of earnings, or any other form of loss of profit or indirect or consequential damage related to the use of the Site. Finally, you agree to indemnify and hold harmless Società Agricola Le Tenute del Leone Alato S.p.A. from any possible legal action, claim, complaint by third parties and related damages and expenses, including legal fees (including reasonable attorneys' fees), arising out of or in connection with your irregular and/or unlawful use of the Site and/or its contents.

8. APPLICABLE LAW AND JURISDICTION

8.1 These Terms of Use shall be interpreted and governed by Italian law.

8.2 Any disputes between you and Società Agricola Le Tenute del Leone Alato S.p.A. connected to and related to the use of the Site are reserved to the Italian jurisdiction and shall fall under the exclusive competence of the Court of Trieste if you are not a consumer under the Consumer Code, whereas they shall fall under the competence of the Court where you reside if you are a consumer under the Consumer Code.

9. GENERAL CLAUSES

9.1 If any of the conditions set forth in these Terms of Use are held to be unlawful, invalid or unenforceable, they shall be deemed amended to the minimum extent necessary to make them lawful, valid or enforceable and the remaining conditions shall remain in full force and effect.

06.06.2023