

1.

TERMS AND CONDITIONS

GENERAL PROVISIONS

1.1 What you are reading is a legal document that constitutes the agreement between you, the user (to which we will refer in this document with the expressions "You", or "User") and us, pHostit - pigneto Host (owned by Songini Eva, VAT number 15569891003 Ateco Code 79.90.19). You are required to adhere to the following terms and conditions of use.

1.2 The following terms and conditions and any subsequent amendments apply to all our online services, whether directly or indirectly, via any mobile device, email or telephone.

1.3 When you access our website (including from mobile devices), and when you make a reservation, you expressly acknowledge that you have read, understood and agree to the terms and conditions below (including the privacy policy).

1.4 The pages, their content and the services provided by us on this website are owned, operated and offered by pHostit - the host pinecone to which we will refer as pHostit.

1.5 pHostit formed a platform. A platform is defined as the website where we, our local affiliates and other vendors or service providers (hereinafter referred to as "Partners"), place independent offers relating to individual agreements between ourselves and our Partners, to which You will be subject, should You decide to conclude offers with them for a fee. All contracts are stipulated between the User and entrepreneurs (such as restaurant owners) or professionals (such as VAT consultants) who will promote their professional activities on the portal.partners are responsible for the sale or professional activity and the management of relations with you.

1.6 With this Platform, we (pHostit) and our Partners favour the above mentioned entrepreneurs and professionals, in their rules of professional conduct, the advertising, marketing, and sale of their professional and/or commercial activity. By using or using the aforementioned Platform, by making a reservation, purchase or payment, you will establish a direct and legally binding contractual relationship with the Partner with whom you have made the product or service reservation. Once you have made the aforementioned reservation, we will only act as intermediaries in relation to the reservation service between you and the Partner, transmitting to the relevant Partner the details of the reservation, facility or service chosen and sending you a confirmation email on behalf of the Partner. pHostit does not resell, rent or offer any product or service.

In providing our Booking Service, we disclose the data provided to us by the Partners. Partners who market and promote their facilities and/or professional activity on the Platform are therefore asked to

update, and are therefore responsible for, prices, rates and specialisations (with regard to Professionals), availability, rules and conditions and other information displayed on our Platform. Despite the commitment and diligence with which we provide our services on our Platform, we are unable to verify and guarantee the accuracy, completeness and correctness of the information, nor can we be held liable for any errors (including obvious and typing errors), interruption of service (whether due to a temporary and/or partial failure, repair, upgrade or maintenance of the Platform or otherwise), inaccurate, misleading or false information or a failure to deliver it. Each Partner is responsible at any time for the completeness and correctness of the information (including descriptive information) including tariffs/costs/prices, rules, conditions and availability of its facilities, entered and displayed on our Platform according to written agreement between the parties.

1.7 for your security, you are not allowed to access through robots, spiders, offline readers, search applications and/or retrieve information from the Website and/or other manual or automatic devices and/or processes useful to retrieve, index and/or extract data from the Website through scraping, spidering and any other tool suitable for the above purposes. By way of exception, which may be revoked at any time by pHostit, search engine operators may use spiders to copy materials from the Website for the sole purpose and exclusively to the extent necessary to create search indexes of publicly available materials but not for caching and/or archiving such materials.

1.8 You may use web crawlers, index, display or cache the contents of this website for the sole purpose of displaying the website as an engine search result and optimizing other users' access to the website. pHostit reserves all rights, including the copyright of the HTML code and content (including code that is optimized for Accelerated Mobile Pages) and no clause may be interpreted as an express or implied waiver by pHostit of any of its rights.

1.9 pHostit reserves the right to prevent the User from using the website and its services (or part of them) if the behaviour of the User should for any reason be considered incorrect, fraudulent or illegal.

2. TERMS

2.1 pHostit may propose to you to take part in a forum and/or post and/or share material. pHostit may send you newsletters and/or other communications. In order to send emails we need some information about You. in our Privacy Policy you can learn how we collect and process personal data.

2.2 with authorized marketing may be proposed to the User to send and/or publish personal or statistical data, reviews, opinions, advice, ratings, discussions, comments, messages, responses to surveys and other communications, as well as files, images, photographs,

videos, audio recordings, musical works and other content through social channels or directly through the site www.phostit.it . In providing such content you expressly declare and warrant that you are the owner and/or have prior express authorization to send and publish such content, and that you have all rights relating to the granting of licenses and permissions of any kind that may be necessary with particular regard to respect for human rights or any other property rights, including advertising rights and/or privacy rights.

2.3 pHostit has the sole and absolute right but not the obligation to review, edit, publish, refuse, remove, monitor all content submitted by you. pHostit also has the right but not the obligation to disclose content to third parties at any time and for any reason. pHostit assumes no responsibility for any information related to such content.

2.4 Any subject can read, see your content. You must take care not to enter and/or send pHostit any additional personal information and/or any other information that you do not wish to make public. pHostit is not responsible for the use and/or disclosure of personal information and/or any other information provided by you through its channels.

2.5 With respect to pHostit, you retain all ownership rights to the content you publish. However, by providing data and/or content through the Website and/or the social channels of pHostit, you grant a royalty-free, perpetual, worldwide, irrevocable, non-exclusive, transferable right and licence to the Website and/or the social channels of pHostit, alone and/or as part of other works and in any form, media or technology currently known and/or subsequently developed, and to grant such rights, all without payment to You.

2.6 Copyright procedures: pHostit reserves the right to suspend the User's or third party's right to use the site if such use infringes intellectual property rights and others. In certain circumstances and at its sole discretion, PHostit may suspend your and/or third parties' right to access the Website if it is aware of your and/or third parties' repeated breaches. If you believe that material that constitutes copyright infringement has been published by third parties through the Website and you wish to highlight it, you must send a report to the following e-mail address: info@phostit.it.

3. USER OBLIGATIONS

3.1 It is your responsibility to verify that any offers (or Products) you decide to purchase meet your specific needs.

3.2 It is forbidden to resell offers (or Products) visible on the Portal, to carry out any activity in such a way as to subject our infrastructure to an unreasonable and/or disproportionate workload and/or which in any case interrupts and/or interferes with its functionality, efficiency and operation, as well as to carry out any form of network monitoring

that intercepts data not intended for the User and/or send unsolicited e-mail messages (including the sending of "junk mail" and/or other advertising material to subjects who have not expressly requested them).

3.3 It is prohibited to provide false data, including false names, addresses and contacts, fraudulently use credit/debit card numbers, attempt to circumvent our security measures and/or violate our network, such as accessing data not intended for You, by logging into a server and/or account to which You are not expressly authorized to access and/or probe the security of other networks / such as through port scanning).

3.4 You are not allowed to interact and/or enter into agreements fraudulently with Us, with a Partner, including interacting and/or entering into agreements claiming to do so in the name and on behalf of a third party when you do not have the authority to bind that third party or by deceptively presenting yourself as a third party.

3.5 It is absolutely forbidden to publish pornographic and child pornographic material, offensive material or material with purposes contrary to morality and morality, material with purposes contrary to public order, material detrimental to the rights of third parties, illegally detained material (pirated software, copying and unauthorized etc.. etc.), material protected by copyright law and information or databases contrary to current legislation. Material considered "doubtful" in the unquestionable judgment of pHostit - pigneto Host will be examined and a decision will be made on the possibility of publication, subject to notice to the User via e-mail. In the event that you do not comply with the above terms, we will be forced to cease our services without prior notice and without our being liable for any unused period.

3.6 It is expressly forbidden to use the website in violation of this agreement.

4. RULES

4.1 Errors and/or omissions: Our Partners detail the individual offers (or Products) independently and under contractual regulation for the provision of web services.

We are therefore not liable for any errors and/or omissions (e.g. sale of a service for € 1.99 instead of € 199.00) if we have complied with our obligations in the agreement between the parties, we will use reasonable efforts to correct any errors and/or omissions as soon as possible after receiving written notice from you. We reserve the right to change, modify, replace, suspend, remove any offer (or Product) and/or information on the Site that is incorrect in the shortest possible time consistent with our internal work.

4.2 We do not guarantee that the services and/or the site are free of viruses and/or any other harmful elements that may have a harmful effect on any technological device beyond our control.

4.3 We are not responsible for any interruptions to access that are beyond our control, including Site maintenance time.

4.4 All links and other websites and/or social pages are included to provide information solely for the User's convenience. We do not and do not assume any responsibility for the external content. If you decide to access one of the linked websites, you assume the risk thereof.

4.5 Intellectual Property Rights: Ownership, intellectual and/or industrial property rights related to content accessible through the Site are owned by the content owner and may be protected by copyright, trademark protection and/or other applicable laws. This Agreement does not grant the User any rights with respect to such content except for the licenses granted herein.

5. PROTECTION OF PERSONAL DATA

5.1 We invite you to consult our Privacy Policy which forms an integral part of this Agreement.

6. ADVERTISING MESSAGES

6.1 Advertisements may be published on our behalf by a third party agency, which may place and/or recognize a single "cookie" in your browser. Please refer to our Privacy Policy for more information about this practice and how we do not permit the use of such information by any company.

7. CONDITIONS OF SALE

7.1 These terms and conditions of sale apply to every transaction carried out via the website www.phostit.it. pHostit acts exclusively as a mere intermediary of the transaction, for which the Partner will be the sole owner and responsible.

7.2 It is required majority to use www.phostit.it. To access the services, the User must register and create an account on the aforementioned platform.

7.3 The Partner is a third party not connected to pHostit. pHostit sells, supplies and/or provides services on behalf of Partners, subject to an agreement signed between the Partner and the Partner. The contract for the provision of offers (or Products) and related services will be stipulated between the User and the Partner.

7.4 The purchase of offers and services is not completed until you receive a summary email confirming acceptance of your proposal. pHostit expressly reserves the right to refuse your proposal and/or to terminate the contract at any time if there are reasonable suspicions that you have committed and/or are about to commit any fraud to the detriment of pHostit and/or one of its Partners.

8. BOOKING CONDITIONS

8.1 It is not possible to make reservations without accepting these Booking Conditions.

8.2 These Booking Conditions apply for each booking made through www.phostit.it or through the pHostit service and/or through the pHostit secretarial service that operates in the name and on behalf of the property chosen by You as a mere intermediary, not interfering in the economic transaction. In order to use the www.phostit.it platform, the User must be of legal age and must register and create an account before making the reservation.

8.3 Contracts relating to services and products sold on the platform will be stipulated between You and the chosen structure/partner in accordance with current national law and in a different manner depending on the type of structure or service chosen.

8.4 The booking will not be considered completed until the User receives a summary email confirming acceptance of the proposal. pHostit expressly reserves the right to refuse the proposal and/or to terminate the contract at any time if there are well-founded suspicions that the User has committed and/or is about to commit any fraud to the detriment of pHostit and/or one of its Partners.

8.5 All balance payments are managed and collected by the service providers.

8.6 Fraud: If we or a Partner are informed and/or become aware of any fraud and/or illegal and/or real activities related to the payment made by you for a reservation and/or purchase, we reserve the right at our sole discretion to cancel the reservation and/or purchase with immediate effect and without any refund to you. Without prejudice and without prejudice to any rights towards the User.

8.7 In order to make a reservation, the User must provide his/her personal data, telephone number and e-mail address.

8.8 The User must verify the correctness of the date and time of the booking in the e-mail summary of his or her booking and, if necessary, cancel it promptly if this is not possible.

9. LIMITATIONS OF LIABILITY.

9.1 It is the User's responsibility to carry out the checks deemed necessary or appropriate before making a reservation on www.phostit.it.

9.2 For complaints regarding the supply of the offer, the User must contact the Partner directly, as the only responsible for the supply and/or the supply of the offer.

10. LAW OF JURISDICTION AND DISPUTE RESOLUTION

This contract and all contractual relationships between the User and pHostit shall be governed by and construed in accordance with Italian law. For any dispute the parties waive the jurisdiction in favour of the competent Court of Rome. In case of complaints, we advise you to contact our Secretariat at info@phostit.it. Should the matter not be resolved in accordance with EU Directive 2013/11/EU of 21 May 2013 on Alternative Dispute Resolution for Consumer Disputes, you may submit your complaint via the European Commission's

online dispute resolution platform at this address: <http://ec.europa.eu/odr>.

11. FINAL PROVISIONS

The original text is in Italian.

The translated version is unofficial and for illustrative purposes only, therefore has no legal value. In case of disputes and inconsistencies between the Italian language text and translations into other languages, the Italian language will prevail. In the event that any of the clauses of these Terms and Conditions are invalid, lose their validity, or become unbinding, you will continue to abide by all other clauses established. In such case we will replace the above clause with a valid and binding clause that is as similar in effect as possible to the clause replaced and that you agree to accept in accordance with the content and purpose of these Terms and Conditions.

You expressly declare that you have read and understood this agreement and accept all contractual terms and conditions, none excluded, of the same, acknowledging that you are bound by it and declaring that you have full legal capacity to accept these terms and conditions.