



## GENERAL TERMS AND CONDITIONS OF USE OF THE SITE

Version 2.1 - December 2025

Dear Visitor,

this document contains all the general terms and conditions governing the use of our Site.

We are committed to making all our legal documents easy to understand and navigate.

For this reason, we have chosen to structure this document, entitled "General Terms and Conditions," with a summary divided into numbered Sections. This structure is intended to help you quickly find the reference you are interested in.

Each Section addresses a specific "topic."

We have also created two additional Sections (to keep the text concise on the most important content):

- **"Common Rules,"** which contains clauses that apply uniformly to everything we make available to you;
- **"Glossary,"** which explains the meaning of words written with an initial capital letter.

Regarding the processing of your personal data, we refer you to the Site's Privacy Policy and Cookie Policy.

### Summary

<b>A) USE OF THE SITE.....</b>	<b>1</b>
<b>B) COMMON RULES.....</b>	<b>2</b>
<b>C) GLOSSARY.....</b>	<b>4</b>

#### **A) USE OF THE SITE**

1. This Section, also referred to as the Terms of Use, governs how the Site pages are provided to the Visitor.
2. By using the Site, the Visitor declares that they have read and accepted these Terms of Use.
3. The Company therefore invites the Visitor to carefully read the Terms of Use, as they represent a binding contract between the Visitor and the Company regarding the use of the Site.
4. If the Visitor does not agree with any of these provisions, they are invited to stop using the Site.
5. The Site is owned by **BTREES S.r.l. - Benefit Company**, hereinafter referred to as the "Company," as specified with its identifying data in the Glossary.
6. The Site was created to ensure the Company has a web presence and, where applicable, also to provide the Services offered from time to time.
7. The Company reserves the right to cease making the Site available, in whole or in part, and/or to modify, delete, or replace the available Services.
8. The Visitor acknowledges and accepts:
  - 8.1. that the contents of the site are for informational purposes only;
  - 8.2. that the Company will process the Visitor's Data in accordance with the Privacy Policy and the Cookie Policy;
  - 8.3. that the Company will provide the Site in a manner compatible with the needs associated with any scheduled, extraordinary, and non-deferrable maintenance interventions;
  - 8.4. that the costs of connecting to the Internet, and any costs related to the Connection Methods,



are your responsibility.

9. The Company has the right to:

- 9.1. modify, update, suspend, limit, or interrupt the operation of the Site at any time, or modify and/or replace its domain name;
- 9.2. analyze traffic on the Site (e.g., detect the most visited pages, the number of visitors per time slot or day, geographic origin, average connection time, browsers used, visitor origin – from search engines or other sites –, searched phrases and words, etc.) to understand how it is used and to manage, optimize, and improve it, or even just for statistical purposes;
- 9.3. resolve operational problems (e.g., page loading anomalies);
- 9.4. perform monitoring activities to repel and/or prevent cyber attacks and fraud;
- 9.5. carry out analyses on user composition to improve the Site and/or any Services.

10. **WARRANTY DISCLAIMERS AND NO ASSISTANCE**

- 10.1. The Site is provided on an "AS IS" and "AS AVAILABLE" basis, and the Company makes no warranties, express or implied (including, without limitation, the implied warranties of non-infringement, merchantability, and fitness for a particular purpose). The Site may be temporarily unavailable or otherwise contain defects or be subject to delays.
- 10.2. In particular, the Company provides no guarantee regarding:
  - a) the suitability of the Site to 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 every reasonable effort to ensure that the Visitor has continuous and uninterrupted access to the Site but cannot, under any circumstances, be held liable if one or more of the Contents made available to the Visitor (even free of charge) are temporarily or permanently inaccessible.
- 10.4. The Company is not responsible for any errors, inaccuracies, omissions, and, more generally, for damages caused, directly or indirectly, by decisions made or initiatives undertaken by the Visitor and/or Third Parties based on (and/or as a consequence of) the Contents of the Site.
- 10.5. The Company does not guarantee the provision of technical assistance relating to the Site.

**B) COMMON RULES**

1. **VISITOR'S OBLIGATIONS**

1.1. The Visitor undertakes to:

- a) Not misuse the Site. By way of example, you are prohibited from using the Site in ways or for purposes unlawful or contrary to public decency, from spreading computer viruses, from engaging in activities that could compromise the security of the Site or damage it, from accessing the Site using automated tools (such as harvesting bots, robots, spiders, or scrapers);
- b) to provide your true data;
- c) not to violate:
  - the General Terms and Conditions;
  - any other provision of the General Terms and Conditions applicable to the act performed by the Visitor;
  - the Applicable Laws and the Privacy Laws of Italy and/or of the country in which you are



located and/or of the country in which you reside, or in any case applicable to the activities you carry out;

- the rights of the Company and/or Third Parties.

## **2. FACULTY OF THE COMPANY**

2.1. The Company may, at its sole discretion and without this entailing any obligation to provide compensation:

- a) deny the Visitor registration on the Site and/or access to the Site;
- b) take any action against the Visitor to protect itself, including those aimed at obtaining compensation for damages.

## **3. LIMITATION OF LIABILITY**

3.1. In the event that the Company modifies, updates, suspends, limits, or interrupts the operation of the Site, no liability will arise towards the Visitor.

## **4. INDEMNIFICATION**

4.1. The Visitor shall be liable, indemnifying and holding the Company harmless, for any action, including reasonable legal fees, brought by Third Parties and aimed at obtaining compensation for damages relating to violations of the obligations set forth in the previous Article 1 of this Section.

## **5. INTELLECTUAL PROPERTY**

5.1. Unless otherwise indicated on the Site with specific reference to certain Contents present on the Site, the Company is the exclusive owner of all Intellectual Property Rights on the Site and the Contents present on the Site.

5.2. The provision of the Site by the Company must not be considered as a transfer or license by the Company to the Visitor of any Intellectual Property Rights on the Site or the Contents present on the Site, or as the object of any other right of use by the Visitor and/or Third Parties.

5.3. All trademarks and logos reproduced on the Site belong to their legitimate owners; the Company claims no rights to such trademarks and logos, except its own.

## **6. MISCELLANEOUS**

6.1. The Company reserves the right to modify any of the terms and conditions in the Legal Documents present on the Site (including, but not limited to, the General Terms and Conditions, the Privacy Policy, the Cookie Policy, etc.), as well as the Site itself and related Services and/or Content, at any time, for the purpose of (by way of example and not limited to) offering new Services, or for compliance with new legal or regulatory provisions. Therefore, the Company invites Visitors to periodically consult the aforementioned legal documents and the Site, also to check for any updates or changes.

6.2. The General Terms and Conditions govern the relationship between the Company and the Visitor and do not give rise to rights in favor of, or obligations on the part of, Third Parties.

6.3. Any tolerance by the Company of behaviors performed by the Visitor in violation of the provisions contained in the General Terms and Conditions does not constitute a waiver of the rights deriving from the violated provisions, nor of the right to demand exact fulfillment of all the terms and conditions set forth therein.

6.4. The Company does not provide Content and/or Services, nor sell Services, to individuals who do not have the legal capacity to accept these General Terms and Conditions as established by their national law. If the Visitor is under the age of legal capacity, they may access the Services only 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 held by any court or other competent authority to be invalid or unenforceable, that provision shall be deemed to be deleted from the General Terms and Conditions and the remaining provisions of the General Terms and Conditions shall remain and continue to be 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 the event of a conflict between the provisions contained in these Common Rules and those indicated in the other Sections, the latter shall prevail unless otherwise expressly specified.
- 6.9. The provisions contained in the Common Rules apply to all legal documents available on the Site, unless a specific Legal Document expressly excludes the application of the Common Rules.

## 7. APPLICABLE LAW AND JURISDICTION

- 7.1. The General Terms and Conditions are governed by Italian law with the express exclusion of the relevant provisions regarding private international law.
- 7.2. For any dispute that may arise regarding the validity, interpretation, or execution of the General Terms and Conditions and anything else thereof, the Court of Novara shall have exclusive jurisdiction.
- 7.3. If the provisions of this Clause are inapplicable under the mandatory rules of the Visitor's country, then the applicable law and the competent Court will be determined according to the laws of that country.
- 7.4. If you are a Consumer and have your habitual residence 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, it being understood that terms defined in the plural are also understood to be defined in the singular and vice versa.
  - 1.1. **Content:** by way of example only, any finished flow of data or information (file or software package), containing textual information, photographs, video, audio, scripts, graphics, programming codes, written documents (including the way in which they are presented and formatted), 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:** information on the use of cookies on the Site.
  - 1.4. **Data:** the information relating to the Visitor necessary to use the Services, as well as all information transmitted by the device with which the Visitor navigates 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 and, whether or not registered, 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 contents 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 Mode:** the interfaces (web, software, or otherwise) that function 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. **Part:** depending on the case, the Visitor, the Company, one of the two or both.
- 1.13. **Privacy Policy:** the information on the processing of personal data for the management of the Site.
- 1.14. **Common Rules:** Section B of the GTC.
- 1.15. **Service:** any service, free or paid, among those possibly available on the Site on the date of access to it 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. **Site:** web pages exposed through the domain [www.btrees.it](http://www.btrees.it), including subdomains.
- 1.18. **Company:** BTREES S.r.l. - Benefit Company, Tax Code and VAT No. IT 02447250032-REA: 236933, with registered office in Via Mattei, 21 – 28100 Novara, [info@btrees.it](mailto:info@btrees.it), share capital: €100,000.00 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, via the internet, the public pages of the Site.