

TERMS AND CONDITIONS FOR DISTANCE SALE AND PURCHASE OF EDUCATIONAL CONTENTS FOR PERSONAL USE

1. Definitions

- 1.1. The terms with **capital letters** provided hereunder shall have the following meaning:

“Assessment”: means the section of the Platform where Consumers will be able to analyze their skills by submitting no. 3 (three) tests aimed at measuring their soft, digital and hard skills. In light of the results obtained in the tests, the Platform will build an *ad hoc* and customized training path based on the Consumer’s career goals. The section of the Platform relating to the Assessment will be available free of charge to the Consumer on the Platform through Hyperlink or Widget and/or in Streaming or Download mode starting from the date of execution of these Terms and Conditions and for their entire term, as better defined in Article 12 below.

“Confidential Information”: means any information, including but not limited to the Assessment, Free Content and Networking and, possibly, paid content included with the Subscription, available on the Platform and expressly marked as owned by MIP and/or third parties or confidential, or which, by their nature, should reasonably be intended as owned by MIP and/or third parties or confidential, including but not limited to: (a) trade secrets, business plans, strategies, commercial methods and/or practices; (b) computer systems architecture and network configurations (c) any and all information which is governed by any now-existing or future non-disclosure agreement, (d) any other information relating to MIP or third parties that is not generally known to the public, including information regarding personnel, products, services and customers, financial information, marketing and pricing strategies, or future business plans; and (e) any and all analysis, compilations, studies, notes or other materials that include or are based on Confidential Information.

“Consumer”: means any person who may act for purposes not related to the commercial, entrepreneurial or professional activity possibly carried out, as better defined in the Consumer Code, and who, upon acceptance of these Terms and Conditions, will be entitled to have access to the Assessment, Free Content and Networking Services available on the Platform free of charge and, possibly, to other paid content subject to the purchase of the Subscription.

“Consumer Code”: means Legislative Decree no. 206/2005 and subsequent amendments, including any amendment set forth under Legislative Decree no. 21/2014 in implementation of Directive no. 2011/83/EU concerning consumers’ rights.

“Download”: means the transfer of Free Content, Assessment and Networking Services and, possibly, of paid content included with the Subscription, through Internet to a device used by Consumers and cleared for access to the Internet in order to make Free Content, Assessment and Networking Services and, possibly, paid content included with the Subscription available to Consumers for permanent or temporary download for copy or storage purposes.

“Free Content”: means any text, software, script, graphic, picture, sound, music, video, audio-visual combination, interactive functionality and any other material and/or content owned by third parties, which will be available free of charge to the Consumer on the Platform through Hyperlink or Widget and/or in Streaming or Download mode starting from the date of execution of these Terms and Conditions and for their entire term, as better defined in Article 12 below.

“Hyperlink”: means any hyper textual connection to websites not owned or controlled by MIP, which are available through the Platform.

“Intellectual Property Rights”: means all trade secrets, patents and patent applications, trademarks, service marks, logos, trade names, distinguishing signs, copyrights (including rights in computer software), moral rights, rights in know-how and any and all renewals or extensions of the foregoing, and all other intellectual property rights, and all other equivalent or similar rights, which may exist anywhere in the world and which are owned by MIP or third parties, including any renewals or extensions thereof.

“MIP”: means the company MIP Politecnico di Milano Graduate School of Business S.C.p.A., with registered offices in Milan, via Lambruschini 4C, building 26/A, fiscal code and VAT number: 08591680155, R.E.A. no. 2061169, Tel. +39 02 2399 2820, electronic certified mail address: pecmip@legalmail.it.

“Networking Services”: means the section of the Platform where the Consumer will be entitled to search for a person according to the following criteria: name and surname, name of the company in which that person works, role and country of residence. Once the person in question is found, the Consumer will be entitled to send a connection request and, if this request is accepted, the two users will be able to access their respective e-mail addresses. The Networking Services will be available free of charge to the Consumer on the Platform through Hyperlink or Widget and/or in Streaming

or Download mode starting from the date of execution of these Terms and Conditions and for their entire term, as better defined in Article 12 below.

“Platform”: means the digital platform “FLEXA” owned by MIP and available for Consumers at the following link: www.knowledgeamplified.it. By registering at the Platform according to Article 3 below, the Consumers will be entitled to have access to the Assessment, Free Content and Networking Services available on the Platform free of charge and, possibly, to other paid content subject to the purchase of the Subscription through Hyperlink or Widget and/or in Streaming or Download mode.

“Streaming”: means the digital simulcast of Free Content, Assessment and Networking Services and, possibly, of paid content included with the Subscription, through Internet to a device used by Consumers and cleared for access to the Internet in order to make Free Content, Assessment and Networking Services and, possibly, paid content included with the Subscription available to Consumers in real time and not available to be downloaded (permanently or temporary) for copy or storage purposes.

“Subscription”: means the optional service that the Consumer may activate upon written request to MIP, and that it will allow the Consumer to have access to the content available on the Platform other than the Assessment, Free Content and Networking Services, through Hyperlink or Widget and/or in Streaming or Download mode, upon payment of a monthly fee to MIP. Starting from the activation, the Subscription will be renewed automatically from month to month.

“Terms and Conditions”: means these terms and conditions.

“Widget”: means the graphical interface available at the following link: www.knowledgeamplified.it, which forms an integral and essential part of these Terms and Conditions, that allows Free Content, Assessment and Networking Services and, possibly, paid content included with the Subscription to be displayed in Streaming mode according to these Terms and Conditions.

2. Terms and Conditions: acceptance, execution and amendments

- 2.1. These Terms and Conditions provide for the modalities and the terms by which the Consumers may purchase at distance the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription available on the Platform through Internet. It is expressly understood that any access to the Platform will be made available to the Consumer free of charge for the use of the Assessment, Free Content and Networking Services and, possibly, for other paid content only upon purchase of the Subscription.
- 2.2. Any access to all or part of the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription available on the Platform is subject to the acceptance of these Terms and Conditions, which form a legally binding agreement between MIP and the Consumer.
- 2.3. The Terms and Conditions will be deemed as executed upon (i) the correct filing by the Consumer of the online request form for the subscription to the Platform and (ii) the consent to the subscription, as expressed by the Consumer through the formal online application to the aforementioned form, upon the display of a printable web page summarizing the order.
- 2.4. The printable web page indicated in Article 2.3 above shall include:
- (i) the details of the Consumer and of the purchase order, with the description of the purchased content and/or services;
 - (ii) in case of purchase of paid content and/or services, the price of the purchased Subscription, as well as any related expense and/or fee, if any;
 - (iii) in case of purchase of paid content and/or services, the terms and conditions of payment of the price;
 - (iv) the e-mail address to which shall be sent all the communications relating to the Platform and the credentials relating to the Consumer’s credit card (Visa or Mastercard);
 - (v) the terms and conditions upon which the Consumer may have access to the Platform, as well as to the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription;
 - (vi) any provision concerning the right of withdrawal of the Consumer and the implementation of the after-sale service;
 - (vii) the web link providing the Privacy Policy, the Organizational Model pursuant to Legislative Decree no. 231/2001 and the relating Code of Ethics adopted by MIP.
- 2.5. Once the online purchase and/or acceptance procedure has been concluded in accordance with the previous paragraphs, the Consumer undertakes to print and keep these Terms and Conditions. In turn, MIP informs the Consumer

that every order sent will be stored digitally on its servers or in hard copy at MIP headquarters, in compliance with confidentiality and security law.

- 2.6. These Terms and Conditions shall not be deemed as executed and effective between the parties in the absence of what indicated in the above-mentioned paragraphs, without prejudice to the provisions set forth under Article 12, paragraph 1 and Article 13 of Legislative Decree no. 70/2003.
- 2.7. With reference to the processing of personal data of the Consumer included in the online request form for the purchase of the content and/or services, MIP hereby undertakes to fully comply with the provisions of the current legislation on the protection of personal data, as better specified in the Privacy Policy, available at the following link: <https://www.knowledgeamplified.it/assets/legal/FLEXA%20Policy.pdf>.
- 2.8. The Platform shall never be used by the following Consumers: (a) Consumers that do not have the *minimum* legal age required to enter into an agreement and/or (b) Consumers that are prohibited from accessing the Platform according to Italian law, as well as to the laws of the country where the Consumer has his/her residence or from which he/she accesses the Platform.
- 2.9. These Terms and Conditions are applicable to all Consumers and are effective starting from their acceptance by the Consumer.
- 2.10. MIP will be entitled, upon its sole discretion and without obligation to give a notice, to amend from time to time these Terms and Conditions.
- 2.11. The Consumer shall periodically check if the Terms and Conditions have been amended, it being understood that any access to the Platform after the publication of said amendments will mean that the Consumer has fully accepted such new amendments to the Terms and Conditions.

3. Access to the Platform

- 3.1. In order to access the Platform, Consumers shall register by creating a personal account. While creating the account, the Consumer shall provide accurate, truthful and complete information and select a username and a password, which are strictly personal and shall not be disclosed and/or assigned to third parties.
- 3.2. The Consumer undertakes to immediately notify MIP of any amendment to his/her personal data and/or breach of security or unauthorized use of his/her account.
- 3.3. The Consumer acknowledges to be solely liable, both towards MIP and any third party, for any activity that may be carried out through his/her account and for any access to the Platform, and he/she expressly undertakes to preserve the confidentiality of his/her username and password.
- 3.4. MIP will be entitled, upon its sole discretion, to temporarily suspend or cancel the Consumer's account from the Platform.

4. Intellectual Property Rights and Trademarks

- 4.1. MIP's Intellectual Property Rights, including any trade names, logos and trademarks, as well as any Intellectual Property Rights relating to the content created by MIP, including the Assessment, are and will remain the exclusive property of MIP and shall never be used by Consumers, in any form and/or modality, not even in combination with any other terms of common use, unless prior written authorization of MIP.
- 4.2. Any Intellectual Property Right relating to the Free Content owned by third parties available on the Platform are and will remain the exclusive property of such third parties, it being understood that the Consumers shall never use such Intellectual Property Rights, unless prior written authorization of the third parties owning such rights.
- 4.3. With reference to the use of "*MIP Politecnico di Milano*" trademark, the Consumer:
 - (i) expressly recognizes and represents that "*MIP Politecnico di Milano*" trademark is and will remain the exclusive property of MIP;
 - (ii) expressly recognizes and represents that no provision of these Terms and Conditions shall be construed as an assignment of rights of any kind to the Consumer in relation to "*MIP Politecnico di Milano*" trademark;
 - (iii) undertakes as of now not to challenge the authenticity of "*MIP Politecnico di Milano*" trademark;
 - (iv) undertakes not to file any request for registration of any trademarks similar to "*MIP Politecnico di Milano*" trademark, either in his/her own name, or in the name and/or on behalf of third parties.

5. Terms and conditions of sale and purchase of the Free Content, Assessment and Networking Services, as well as of the paid content included with the Subscription

- 5.1. In accordance with the provisions of these Terms and Conditions and throughout their term, as better defined under Article 12 below, MIP sells, and the Consumer purchases at distance through Internet the subscription to the Platform in order to have access to all or part of the Assessment, Free Content and Networking Services and, possibly, of the paid content included with the Subscription. The Consumers will be entitled to have access to the Assessment, Free Content and Networking Services and, possibly, to the paid content included with the Subscription solely within the limits of the provisions of these Terms and Conditions. Any right not expressly granted to the Consumer within these Terms and Conditions is and will remain reserved to MIP.
- 5.2. It is expressly understood that any access to the Platform will be made available to the Consumer free of charge for the use of the Assessment, Free Content and Networking Services and, possibly, for other paid content only upon purchase of the Subscription.

- 5.3. It is also expressly understood that failure by the Consumer to comply with any of the following conditions will represent a breach of these Terms and Conditions:

- (i) it is not permitted to distribute and/or sub-license to third parties, in whole or in part, the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription by any means without prior written authorization of MIP, which will be unquestionable;
- (ii) it is not allowed to make changes or alterations to any part of the Platform, including the related technology, and/or to the Assessment, Free Content and Networking Services and, possibly, to the paid content included with the Subscription;
- (iii) it is not allowed to have access to the Assessment, Free Content and Networking Services and, possibly, to the paid content included with the Subscription through modalities and/or by means different from those available on the Platform and/or made available by MIP;
- (iv) it is not allowed to circumvent (or attempt to circumvent), disable, or otherwise interfere with any element related to the security of the Platform and/or that may prevent or limit the use of the Platform;
- (v) it is not permitted to use the Platform and/or the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription for commercial purposes or for any purpose connected to a commercial activity;
- (vi) it is not permitted to have access to the Platform and to the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription for any reason different from personal and non-commercial use;
- (vii) any access to the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription available on the Platform is only permitted via Hyperlink or Widget and/or in Streaming or Download mode;
- (viii) it is not allowed to copy, reproduce, distribute, transmit, disseminate, display, sell, license or otherwise exploit the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription without prior written authorization of MIP, which will be unquestionable.

- 5.4. MIP grants public search engine operators with the right to use spiders to copy the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription from the Platform for the sole purpose of creating search indexes of the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription publicly available, it being understood that any different use shall be forbidden, including the possibility to create cached copies or archives of the Assessment, Free Content and Networking Services and, possibly, of the paid content included with the Subscription, and that MIP will be entitled, at its sole discretion, to revoke at any time the authorization provided to public search engine operators according to this paragraph.

- 5.5. The Consumer represents and acknowledges that MIP, at its sole discretion, will be entitled to interrupt (temporarily or permanently) any access to the Platform and/or the possibility to purchase all or part of the Assessment, Free Content and Networking Services and, possibly, of the paid content included with the Subscription, without prior notice.

- 5.6. The Consumer expressly undertakes to hold MIP and its assignees harmless from any liability in case of malfunctioning of the Platform, lack of display and/or poor quality display of the Assessment, Free Content and Networking Services and, possibly, of the paid content included with the Subscription due to lack of requirements of the device used or of the software installed by the Consumer or to poor connectivity and/or absence of Internet connection attributable to the same Consumer.

- 5.7. The Consumer acknowledges to be solely liable for any breach of these Terms and Conditions and for any consequences thereof, including for any loss or damage suffered by MIP, and it expressly undertakes to hold MIP and its assignees harmless from any claim, damage and/or request (including legal fees) or action (by way of compensation or indemnity) that may be brought even by third parties as a consequence of any breach of the Terms and Conditions by the Consumer, without prejudice to MIP's right to ask for compensation for damages.

6. Compensation

- 6.1. The purchase price of the Subscription is expressed in Euro and constitutes an offer to the public pursuant to Articles 1336 and 1341 of the Italian Civil Code.
- 6.2. The purchase price of the Subscription does not include VAT, if due, and any other tax. Any additional costs and expenses not included in the purchase price will be indicated and calculated in the purchase procedure before the order is forwarded to MIP by the Consumer and they will be included in the printable web page summarizing the order, as better defined in Article 2.4 above.
- 6.3. In the event of implementation of services, features and/or contents different from those available on the Platform and already included with the Subscription, MIP will be entitled to increase the price of the Subscription itself and/or to request the Consumer to pay an additional fee in order to have access to such services, contents and/or functionalities, upon prior notice to the Consumer by e-mail.

7. Terms and Conditions of Payment and Refunds

- 7.1. In case of activation of the optional paid services included with the Subscription, the payment of the Subscription itself will be automatically charged monthly by MIP to the Consumer through the credentials relating to

the credit card (Visa and/or Mastercard) released by the Consumer while filling in the form referred to in Article 2.3 above.

- 7.2. With reference to the optional services included with the Subscription, it is expressly understood that the payment of the monthly fee associated with the Subscription is a prerequisite and an essential condition for the use of the additional contents available on the Platform and included in the Subscription itself.
- 7.3. Any refund due to the Consumer will be promptly credited by MIP only by wire transfer. The Consumer will be solely liable for communicating to MIP his/her bank account's details necessary for crediting the amount together with the request for reimbursement, as better detailed under Article 12 below.

8. Loyalty Program

- 8.1. The Consumers will be entitled to enroll at the loyalty program set up by MIP called "Flexa Points" in order to take advantage of discounts and/or reduced prices on the purchase of some educational programs provided by MIP.
- 8.2. The regulation of the program indicated in Article 8.1 above is available for Consumers at the following link: <https://www.knowledgeamplified.it/flexa-points/instructions>.

9. Free Content, Assessment and paid content included with the Subscription

- 9.1. The contents possibly created by MIP and the Assessment are the property of MIP and are subject to MIP's copyright and Intellectual Property Rights, in accordance with Article 4.1 above, while the Free Content is the property of third parties and are subject to such third parties' copyright and Intellectual Property Rights, in accordance with Article 4.2 above.
- 9.2. Free Content, contents possibly created by MIP and the Assessment shall not be downloaded, copied, reproduced, distributed, assigned, disseminated, displayed, sold, licensed or otherwise exploited without prior written unquestionable consent of MIP or, where applicable, of MIP's licensors. MIP and its licensors reserve all rights related to the Free Content, contents possibly created by MIP and the Assessment not expressly granted to Consumers, including any rights of economic exploitation.
- 9.3. The Free Content, contents possibly created by MIP, the Assessment and the Networking Services are described in more detail on the Platform.
- 9.4. The Consumer acknowledges and accepts that the Free Content, contents possibly created by MIP and the Assessment may be inaccurate or otherwise objectionable by the Consumer.

10. Hyperlink

- 10.1. The Consumer acknowledges and accepts that the Platform may include Hyperlinks, although it is expressly understood that MIP will have no control over, and it will never be liable for, the content, privacy policies or conditions of any third parties' websites.
- 10.2. The Consumer acknowledges and accepts that MIP will not be responsible for the availability of any third party's website or external resource, and MIP will not endorse any advertising, product or other materials available on said third parties' websites or resources.
- 10.3. The Consumer acknowledges and accepts that MIP will never be liable for any loss or damage that he/she may suffer as a consequence of any access to third parties' websites or external resources, or of reliance on the completeness and/or accuracy of any advertising, product or other material made available from such third parties' websites or resources.

11. Confidentiality

- 11.1. Except as otherwise required by law and/or MIP's commercial requirements, these Terms and Conditions, as well as all the information and documents relating to MIP and to the Assessment, Free Content and Networking Services and, possibly, to the paid content included with the Subscription that are available on the Platform and of which the Consumer may become aware in connection with the purchase of the Contents on the Platform, shall be treated as Confidential Information.
- 11.2. For the entire duration of these Terms and Conditions and for a further period of 24 (twenty-four) months after their termination for any reason whatsoever, the Consumer undertakes not to divulge or disclose the content of these Terms and Conditions to any third parties, directly or indirectly and for no reason whatsoever, without prior written authorization of MIP, which will be unquestionable.
- 11.3. The Consumer also undertakes to protect the Confidential Information with caution and security measures at least equal to those measures used to protect his/her own confidential information and documentation in accordance with the best practice.
- 11.4. Except as provided in the abovementioned paragraphs, the following information shall never be treated as Confidential Information: (a) information that were already known to the Consumer; (b) information that were or have become publicly known for reasons not attributable to the Consumer; (c) information that were already legitimately available for the Consumer at the time they were communicated by MIP without being subject to a confidentiality obligation; (d) information that were communicated by MIP to third parties without being subject to confidentiality obligations. It is expressly understood that the Consumer will be entitled to disseminate, in whole or in part, the Confidential Information in case of an order issued by a judicial or governmental Authority or if required by law.

12. Term and Right of Withdrawal

- 12.1. These Terms and Conditions will be effective from their formal acceptance by the Consumer.
- 12.2. In the event that the Consumer decides to activate the optional paid services included with the Subscription, the Subscription itself will be activated automatically for a period of 30 (thirty) days and it will be tacitly renewed month by month.
- 12.3. The Consumer has the right to withdraw from these Terms and Conditions, without being subject to any penalty and without obligation to state reasons, within 14 (fourteen) days from the date of execution of the Terms and Conditions, without prejudice to the provisions of Article 59 of the Consumer Code.
- 12.4. The Consumer will not be entitled to withdraw from these Terms and Conditions if, before the expiry of the withdrawal period:
 - (i) he/she uses and/or views, even partially, the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription;
 - (ii) he/she has access to the Platform through the credentials provided by MIP.
- 12.5. In the event that the Consumer decides to exercise the right of withdrawal, he/she shall notify MIP by registered letter with receipt of return or electronic certified mail to be sent to MIP's address indicated in the definition "MIP" referred to in Article 1.1 above.
- 12.6. In the event that the Consumer decides to exercise the right of withdrawal, MIP will refund the entire amount already paid by the Consumer free of charge within 14 (fourteen) days from the receipt of the communication of withdrawal, and the Consumer shall not bear any additional costs. The refund shall be carried out according to the modalities indicated in Article 7.3 above.
- 12.7. Upon the receipt of the communication of withdrawal, the Terms and Conditions shall be deemed as terminated, except as provided in Article 12.6 above.

13. Termination

- 13.1. Pursuant to Article 1456 of the Italian Civil Code, MIP will be entitled to terminate at any time these Terms and Conditions and/or to suspend or delete the Consumer's account and/or any access to the Platform, at its sole discretion and without being required to give any written notice to the Consumer, in the event that the Consumer breaches any provision of these Terms and Conditions and/or his/her use of the Platform or of the Assessment, Free Content and Networking Services and, possibly, of the paid content included with the Subscription may cause damages or a prejudice of any kind, even in terms of defamation, both to MIP and to third parties, including to other Consumers.
- 13.2. Upon termination of these Terms and Conditions for any reason whatsoever, all rights to use the Platform and/or the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription temporarily licensed to the Consumer shall be immediately revoked and the Consumer undertakes to immediately discontinue any access to the Platform and/or not to use the Assessment, Free Content and Networking Services and, possibly, the paid content included with the Subscription after such termination.

14. Warranties and Assistance Procedure

- 14.1. MIP will be liable for any defect and/or malfunctioning of the Platform, in accordance with the provisions of Italian legislation.
- 14.2. MIP shall never be held liable for any lack of conformity of the Platform, which may occur during the period of use of the Platform itself, if such defect does not depend from its own failure to comply with the obligations described in these Terms and Conditions, even in case that the deficiency might be reasonably known by MIP.
- 14.3. For the purposes of these Terms and Conditions (and in accordance with Article 129, second paragraph, of the Consumer Code), the Platform shall be deemed as compliant with the Terms and Conditions if the following circumstances coexist, where appropriate:
 - (i) It is suitable for the use to which multimedia platform of the same type are normally used;
 - (ii) it complies with the description and the characteristics released by MIP to the Consumer while presenting the sale offer;
 - (iii) it has the quality and performance that the Consumer may reasonably expect from a multimedia platform of the same type, given the nature of the good and/or service, the representations made and the restrictions imposed by MIP within these Terms and Conditions.
- 14.4. The Consumer will not be entitled to ask for assistance if he/she fails to communicate to MIP any lack of conformity of the Platform within 7 (seven) days from the discovery of said deficiency at the following e-mail addresses: flexasupport@mip.polimi.it and flexaunit@mip.polimi.it
- 14.5. In the event of lack of conformity of the Platform, the Consumer may request, alternatively and without having to bear any additional costs, the repair of the Platform or the termination of these Terms and Conditions pursuant to the following provisions, unless the request is objectively impossible to be satisfied or unduly burdensome for MIP pursuant to Article 130, fourth paragraph of the Consumer Code.
- 14.6. The request shall be sent in writing to MIP, which will decide if proceeding it or not by giving written explanation to the Consumer within 7 (seven) days from the receipt of the aforementioned communication. In case that MIP accepts the request of the Consumer, it shall communicate to the Consumer the modalities and the timing within which the Platform will be repaired.

14.7. If it is impossible or unduly burdensome for MIP to guarantee the repair of the Platform or if MIP has not communicated its decision upon the request within the time limit referred to in the previous paragraph, the Consumer may ask for termination of these Terms and Conditions. Such request shall be sent to MIP with 7 (seven) days' written notice at the e-mail address indicated in Article 14.4 above.

Conditions shall be submitted to the exclusive jurisdiction of the Court of Milan.

15. Limitation of Liability

15.1. THE CONSUMER ACKNOWLEDGES AND ACCEPTS THAT MIP SHALL NEVER BE HELD LIABLE FOR ANY DAMAGE AND/OR LOSS THAT THE CONSUMER MAY SUFFER, INCLUDING ANY LOSS OF DATA:

- (i) FOR HAVING RELIED ON THE COMPLETENESS, CORRECTNESS OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY INTERACTION OR TRANSACTION BETWEEN THE CONSUMER AND ANY SPONSOR OR ADVERTISER WHOSE ADVERTISING IS SHOWN ON THE PLATFORM;
- (ii) AS A CONSEQUENCE OF THE TECHNICAL ADJUSTMENTS THAT MIP SHOULD CARRY OUT ON THE PLATFORM, OR FOR ANY TEMPORARY OR PERMANENT DISCONTINUATION IN THE PROVISION OF ALL OR PART OF THE ASSESSMENT, FREE CONTENT AND NETWORKING SERVICES AND, POSSIBLY, THE PAID CONTENT INCLUDED WITH THE SUBSCRIPTION AND/OR UNAVAILABILITY OF THE PLATFORM;
- (iii) FOR ANY INEFFICIENCIES OF THE PLATFORM DUE TO FORCE MAJEURE EVENTS OR RELATED TO INTERNET NETWORK MALFUNCTIONING;
- (iv) FOR ANY DELETION, DAMAGE OR FAILURE TO STORE THE ASSESSMENT, FREE CONTENT AND NETWORKING SERVICES AND, POSSIBLY, THE PAID CONTENT INCLUDED WITH THE SUBSCRIPTION, AND ANY OTHER DATA KEPT OR TRANSMITTED BY OR THROUGH THE USE OF THE PLATFORM;
- (v) FOR ANY FRAUDULENT AND ILLEGAL USE OF THE CREDIT CARDS AND OTHER MEANS OF PAYMENT BY THE CONSUMER OR THIRD PARTIES WHILE PURCHASING THE CONTENTS;
- (vi) IF THE CONSUMER IS NOT ABLE TO KEEP THE PASSWORD AND/OR THE CREDENTIALS OF HIS/HER PERSONAL ACCOUNT PROVIDED BY MIP STRICTLY CONFIDENTIAL.

16. Legislative Decree no. 231/2001

16.1. While executing the obligations set forth under these Terms and Conditions, the Consumer undertakes, pursuant to and for the purposes of Legislative Decree no. 231/2001, which regulates the responsibilities of institutions as a result of the crimes committed with reference to their activities, to strictly adhere to the provisions included in the Code of Ethics and in the Organizational Model adopted by MIP, both available on the website www.mip.polimi.it, whose terms and conditions are fully and unconditionally accepted by the Consumer.

16.2. In any case, it is expressly understood that the Consumer undertakes to indemnify and hold MIP and its assignees harmless from any claim, damage and/or request (including any legal fees) or action (by way of indemnity or compensation) that may be carried out by any third parties as a consequence of any breach of the aforementioned Organizational Model and Code of Ethics, without prejudice to MIP's right to claim for compensation for damages.

17. Communications

17.1. Any communication, consent, approval or permission required or obtained shall be made in writing.

17.2. Any written communication addressed to MIP will be considered effective only if sent to MIP's address indicated in "MIP" definition referred to in Article 1.1 above. The Consumer undertakes to indicate on the registration form his/her residence or domicile, telephone number and e-mail address to which he/she wishes to receive MIP's communications.

18. Miscellaneous

18.1. These Terms and Conditions form the sole legally binding agreement executed between the Consumer and MIP and they replace any previous agreement executed between the Consumer and MIP concerning the subscription to the Platform.

18.2. If any part or provision of these Terms and Conditions is held to be void, voidable, illegal or unenforceable, such part or provision shall be deemed as separated and neither the validity nor the enforceability of the rest of these Terms and Conditions shall be affected.

18.3. The failure of either party to enforce his/her/its rights under these Terms and Conditions at any time for any period shall not be construed as a waiver of such rights.

19. Applicable law and Jurisdiction

19.1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Italy.

19.2. Any dispute or claim arising out or in connection with the interpretation or the application of these Terms and Conditions that should not be resolved amicably between the parties shall be submitted to the exclusive jurisdiction of the Court located in the place where the Consumer has his/her residency or domicile, if the Consumer is resident or domiciled in the Italian territory. This provision is mandatory according to Article 66 *bis* of the Consumer Code.

19.3. Except as provided for in Article 19.2 above, any dispute or claim arising out or in connection with the interpretation or the application of these Terms and