

## **TERMS AND CONDITIONS FOR THE USE OF WEBSITE**

### **Acceptance of terms and conditions regarding use of our Website.**

The Website [mobilestarter.fiamm.com](http://mobilestarter.fiamm.com) (hereinafter, “**Site**” or “**Website**”) is offered to the user (“**you**”, “**the user**”) by FIAMM Energy Technology S.p.A. (“**FIAMM**”, “**we**” or “**us**”) under the condition that you accept the following terms and conditions without modifications and/or reserve. On using this Website, it is understood that you accept these terms and conditions. We reserve the right to modify these terms and conditions at any moment without prior advice.

### **Limitation of personal/non-commercial use and prohibition of illegal or prohibited use**

You can only use this Site for personal reasons, you cannot use it for commercial purposes. You cannot modify, duplicate, distribute, transmit, display, carry out, reproduce, publish, grant under license, create deriving works from, transfer or sell information, products and/or services obtained through your access to this Website. When you use this Website, you are guaranteeing that it is not being used for illegal purposes or other purposes which are prohibited under these terms and conditions.

### **Copyright**

This Site and all its contents are protected by Copyright © FIAMM Energy Technology S.p.A. Its contents cannot be used nor reproduced (in whole or in part) without having obtained prior written authorization from FIAMM.

### **Trademarks and logos**

All FIAMM trademarks and logos displayed on the web pages of the Website are exclusive property of FIAMM Energy Technology S.p.A. or of the companies belonging to the FIAMM Group. Any use and/or reproduction of the same for any purposes or by any means, even if partial, is expressly and strictly prohibited and will be persecuted under the appropriated laws.

Trademarks, logos, products’ names and other Company’s names belonging to third parties displayed on the Website are the exclusive property of their owners who have authorized their use: any use and/or reproduction is prohibited.

### **Links**

Eventual links to other websites are only supplied for your convenience. FIAMM does not have any control over these websites and/or their contents. We have no responsibility towards links inserted in the Site, we are merely providing you with access.

### **Newsletter**

The eventual Newsletter service offered by FIAMM is free to subscribers, who shall periodically (even irregularly) receive information about our products, news and events. We can suspend and/or interrupt the Newsletter service at any moment at our own discretion without giving prior warning. Claims regarding use of the Newsletter service cannot be made and you cannot claim anything from FIAMM. Even though the news that is published will be edited with maximum care and minutely checked. We are neither directly nor indirectly responsible for any imprecision, errors, omissions and/or damages that may appear in its contents. You acknowledge and agree that the e-mail address you provide on registering will be used and saved by FIAMM in a protected Database, which can only be accessed by authorized operators. We can transmit same data to appointed subjects and/or people who work with the information subscribed to, and we can use it for the purposes of the service being offered. When you subscribe to the Newsletter you declare that you have understood this information sheet and that you give your permission to use your personal data for the legal obligations indicated in the general terms and conditions of the Newsletter service, as well as for all the activities connected to it.

### **News**

The eventual News service offered by FIAMM is free to subscribers, Site users can visualize information on FIAMM products, as well as FIAMM events and company news. We reserve the right to suspend and/or

interrupt the News service at any moment, even without prior warning and at our own discretion. Should this happen, it is understood that you cannot demand anything out of our News service, and that you cannot claim anything from us. The news that is published will be edited with maximum care and minutely checked. We decline any direct or indirect responsibility for any imprecision, errors, omissions, inexactitudes or damages that may arise from the contents of this disclaimer.

### **Reserved area**

To access to the eventual reserved area, you can request an access account. When you do so, you must fill in all the information requested by the registration form, supplying real data, which is correct, complete and precise. You shall inform us about any variation or modification of the inserted data, even by e-mail. The request for registration will be checked by us, and only after company permission will you be supplied with a user-id and password by e-mail for accessing the reserved area. We can refuse access to data if it is not considered useful or convenient. The password and user name we supply shall be kept as strictly confidential. You are fully responsible for activities carried out in the reserved area with the identification codes you get from us, and you shall advise us immediately about unauthorized use of personal identification codes or any safety violations. We cannot be held responsible for any loss or damage you may sustain because unauthorized third parties use/have used the identification code incorrectly. You can also be held responsible for any losses, we or other parties uphold, which are caused by unauthorized third parties using your identification code improperly. You must only use your own personal identification code unless permission is received from the original possessor. If you supply false, imprecise, outdated or incomplete information, or if we have a valid reason for suspecting that the information given is false, imprecise, outdated or incomplete, we can suspend or cancel the identification code and refuse present and future use.

### **Limitations of responsibility**

The information, products and/or services offered on the Site can contain inaccuracies and/or printing errors. In particular, the information contained in the catalogues can be modified periodically. FIAMM and/or its respective suppliers can improve and/or change the Site at any moment. FIAMM and/or its suppliers do not guarantee the suitability, reliability, timeliness and accuracy of the information and/or services contained in the Site. The information, products and/or services present on the Site are supplied "as is", excluding warranties of any kind. In particular, as a non-exhaustive example, we accept no liability, either expressed or implied, for the marketability, suitability for a specific purpose, ownership and non-violation of third party rights. We and/or our suppliers are not responsible for damages of any kind including, as an example, damages for usage, to data or loss of economic profit deriving from or connected to use of the Site, with the delay or impossibility of using the Site, with the supply or omitted supply of the Newsletter and News services and/or for any information, product and/or service obtained through the Site or deriving from Site use, independently from the fact that same responsibility is contractual, non-contractual or objective, even if FIAMM and/or its suppliers were warned about the possibility of damages occurring.

### **Communication**

Questions on how to use the Site can be made to FIAMM Energy Technology S.p.A., Viale Europa n. 75 – Montecchio Maggiore (VI), Italy - Tel. +39 0444 709311 e-mail: [disclaimer@fiamm.com](mailto:disclaimer@fiamm.com).

### **Applicable law and competent Court**

This agreement is disciplined by Italian law. Any and all controversies deriving from or relative to, use of the Site will be judged exclusively by the Vicenza Court of Law. The parties agree on and the user accepts this clause.