

## REPLY WEBINARS PLATFORM “TERMS AND CONDITIONS”

### 1. Definitions

- 1.1 Welcome on this Website dedicated to Reply Webinars (hereinafter the “**Website**”).
  - 1.2 Please read carefully these Terms of Use, which govern the use of this Website (hereinafter the “**Terms of Use**”) and your participation in the Courses available in the relevant section of the Website (hereinafter the “**Terms of Services**”). By using this Website and taking the Webinars, you agree to these Terms of Use and Services without reserve.
  - 1.3 The Terms of Use and the Terms of Services are jointly defined as the “**Terms and Conditions**”.
- **Materials:** the documentation, videos, photos shared by Us during the Course, and available online once You have taken the relevant Course.
  - **Participant:** the company member or the professional admitted by Us to attend the Courses on the Reply Webinars Platform (hereinafter the “**Participant**” or “**You**”).
  - **Provider:** Reply S.p.A., with registered office in Corso Francia 110, 10143, Turin (TO), P. IVA IT08013390011 (hereinafter the “**Provider**” or “**We**” or “**Us**”), directly or through the Reply Group Companies.
  - **Reply Group Companies:** the companies belonging to the Reply Group, all of them under the common control or controlled by the holding company Reply S.p.A..
  - **Reply Webinars Platform/Platform:** the virtual place where is possible to book the meetings and the training sessions.
  - **Webinars/Courses:** the training sessions organized and promoted by us through the Reply Webinars Platform, characterized by the interaction between teachers and Participants.
  - **User:** any subject accessing the Website or applying for the registration at Reply Webinars Platform (hereinafter the “**Users**” or “**You**”).
- 1.4 For any request relating to your use of the Website, you may contact Us at the following address: [webinar@reply.com](mailto:webinar@reply.com)

### 2. Terms and Conditions

- 2.1 These Terms and Conditions govern either how Users access and navigate the Website and the participation in the Courses reserved for Participants through Reply Webinars Platform.
- 2.2 We may amend the contents and information included on the Website and Reply Webinars Platform as well these Terms and Conditions, particularly for purposes of compliance with any new applicable legislation and/or regulations and/or to improve the Website and the Courses.
- 2.3 Any amendment shall be visible through the Website before becoming effective under these Terms of Conditions. Unless the amendment requires your express approval, your continued use of the Website shall be deemed as your acceptance of the new Terms and Conditions.
- 2.4 The User acknowledges that his/her personal data will be processed according to the [Privacy Policy](#), that hereby declares to have read and accept.

### 3. Registration and admission procedure

- 3.1 Users who wish to access the Platform and participate in the Courses must create a personal account, by following the registration procedure and filling in the relevant form available on the Website. The User’s corporate e-mail address is required for registration purposes.

- 3.2 Once an User submits the online form for the registration to Reply Webinars Platform and before creating the account, an e-mail asking for the confirmation of the User's data will be sent to his/her address.
- 3.3 The creation of the User's account is subject to our acceptance. The Provider reserves the right to deny at its own discretion and without giving any reason the access of any User to the Platform.
- 3.4 Those who are admitted to the Platform will receive another confirmation e-mail containing the link for the registration to Courses, which are available according to the calendar on the Website.
- 3.5 Registration on the Website and participation in the Courses are free of charge.
- 3.6 Once the Course has been selected, the User will be directed to a web page containing the technical data sheet of the event (description, program, recipients, date, time, teachers).
- 3.7 The credentials provided by Us to access the Platform are personal and cannot be transferred to third parties. In case of loss of the password, a special procedure is provided for its recovery.
- 3.8 It is forbidden to provide false personal details and to behave in any way that could lead to confusion regarding the User's own identity. By way of example, this prohibition includes the use of an untrue name, personal details, and residence of others, the self-attribution of titles and/or credentials not possessed.
- 3.9 From the User's area, available once You have an account, it is possible to access and modify one's own data, including the access password, to check the Courses one has enrolled in and the specifications related to them, as well as to cancel one or more Courses free of charge without incurring any kind of responsibility.
- 3.10 For the above mentioned purposes, the Participant is charged with checking and updating the data in order to guarantee its accuracy and correct treatment by the Us.

#### **4. Steps to join the Webinar**

- 4.1 The Courses will take place online by following the steps below:
  - *Step 1*  
5-10 minutes before the Webinar starts, follow the link you have received from the Provider.
  - *Step 2*  
Once you click the link, an authorization window will open in a browser tab. You need to fill in all the fields marked with an asterisk.
  - *Step 3*  
Enter your name and e-mail address

#### **5. Industrial and intellectual property**

- 5.1 Any content present or made available on the Website, the Reply Webinars Platform and/or during the Courses, among others, texts, images, graphics, sounds, animations, buttons, icons and videos, including the layout of the same, belong to the Provider and/or to the Reply Group Companies, and are protected by applicable laws on copyright, database rights, and other intellectual property rights.
- 5.2 Unless otherwise specified, all trademarks, distinctive signs, graphics, and logos on the Website, on the Reply Webinars Platform and/or provided during the Courses, belong to the Provider and/or to the Reply Group Companies, and are protected by applicable laws.
- 5.3 The User and/or Participant is not permitted to copy, modify, or make any other form of use of the above without the express written consent of the Provider.
- 5.4 The Provider grants Participants the opportunity to view the Material, but not to download or distribute, reuse, copy, sell, or any other action not expressly provided for and explicitly agreed with the Provider.
- 5.5 The Provider is not responsible for any misuse or unauthorized use by Participants of the Material provided during or after the Course.

#### **6. Obligations of Users and Participants**

- 6.1 Each User/Participant undertakes to use the Website and attend the Courses in strict compliance with these Terms and Conditions.

- 6.2 You must be aware of the responsibilities and consequences in case of false statements or fraudulent use of the Website and the Platform as well as in case of providing data no longer valid.
- 6.3 By accepting the Terms and Conditions, the User declares under his own responsibility that the reported data are accurate and belong to the declarant and undertakes to keep with the required diligence the authentication credentials necessary to access his reserved area.
- 6.4 Each User accepts not to use the Website or the Reply Webinars Platform for purposes that are illegal or contrary to these Terms and Conditions, or in ways that could damage its functionality, make it uninhabitable, cause overload, deterioration and/or malfunction.

## **7. Cancellation and modification of the Courses**

- 7.1 The Provider undertakes to guarantee access to the Courses offered through the Reply Webinars Platform to Participants on the understanding that the Provider reserves the right to cancel or modify the Courses at any time, by sending an e-mail to the Participants.
- 7.2 The Provider may, at any time, cancel or postpone a Course at any other date, without having to provide any explanation or incur any liability. In this case, the Participant will be able to book the canceled Course again, once reprogrammed by the Provider.
- 7.3 The Provider reserves the right at any time and without notice, to make changes to the content of the initiative and to the composition of the teaching staff, guaranteeing equal professionalism, competence and training. Such changes will be published on the Website.
- 7.4 If a Participant wishes to cancel his participation in the Course, he must proceed independently from the User's area. Cancellation from the Course is always possible.
- 7.5 Each Course has a maximum number of Participants at which it is no longer possible to participate.

## **8. Violations and liabilities**

- 8.1 In the event of a breach of the obligations under these Terms and Conditions occurs, We may prevent Your access to the Website or the Reply Webinars Platform and/or suspend the participation to the Courses, without prejudice to the right of termination, in accordance with applicable laws and Your obligation to pay compensation for the damage suffered by Us, as a result of the breach.
- 8.2 The User shall indemnify and hold Provider and its assignees harmless from any damage and/or request made by third parties for violation of the Terms and Conditions or in case of failure to use the Reply Webinars Platform.
- 8.3 The Provider shall not be liable for delays in accessing the Website and its functionality that are due to Internet network failures, fortuitous events, force majeure or in any case of events beyond the Provider's control.

## **9. Disclaimer of warranties**

- 9.1 To the fullest extent permitted by applicable law, Provider and its suppliers do not make any representations, warranties or guarantees to the Users regarding the use of the Website, the Platform or the participation to the Courses including, but not limited to, the quality, functionality, availability, accessibility or their performance.
- 9.2 The Reply Webinars Platform is provided to you on an "as is", "with all faults" and "as available" basis. The entire risk of satisfactory quality and performance resides with you
- 9.3 The Provider does not warrant that the Course will (i) meet your expectations or needs; (ii) be uninterrupted or error-free; and (iii) interoperate or be compatible with any other application or any mobile device. No oral or written advice provided by the Provider or any authorized representative shall create a warranty.

## **10. Applicable Law and Jurisdiction**

10.1 Terms and Conditions are governed by Italian law. All disputes relating to this agreement shall be subject to Italian jurisdiction, and the Court of Milan shall have exclusive jurisdiction, without prejudice to the jurisdiction of the consumer where applicable.