

## TERMS AND CONDITIONS OF USE OF THE WEBSITE

### 1. PREAMBLE

1.1 These terms and conditions of use (the “**Terms and Conditions**”) have as their object the website of Il Circolo dell’Automobile, accessible at [www.circoloautomobile.it](http://www.circoloautomobile.it) (the “**Website**”), owned by A.S.C. S.r.l. (“**ASC**”), with registered office at 20089 Rozzano (Milan), via Gianni Mazzocchi 1/3, Tax Code and VAT No. 09818720154, share capital €50,000.00.

1.2 These Terms and Conditions also govern the rights and obligations of the user (the “**User**”) arising from access to the Website and the use of the Services offered, regardless of the access platform or device used.

1.3 The User, by accessing the Website, even without registration, declares to have viewed and accepted the Terms and Conditions committing to respect each of their provisions.

1.4 If the User is a natural person requesting the Services for purposes unrelated to their business or professional activity and qualifies as a “Consumer” pursuant to Legislative Decree No. 206 of 6 September 2005, as amended (“Consumer Code”), the provisions of the Consumer Code shall apply.

1.5 This preamble forms an integral part of the Terms and Conditions of use of the Website.

### 2. USE OF THE WEBSITE AND COPYRIGHT

2.1 The User expressly agrees and acknowledges that all material contained on the Website, as well as any other form of intellectual and industrial property rights protected under copyright law (Title IX of Book V of the Civil Code, Articles 2575–2594 c.c., Law No. 633/1941, as amended by Legislative Decree No. 169/1999) and/or the Industrial Property Code (Legislative Decree No. 30 of 10.2.2005), including but not limited to registered and unregistered trademarks, domain names, texts, images, videos, floor plans, maps, photographs, stories, audio, know-how, source code, software, hardware, designs, applications, trade secrets, formulas, algorithms, models, databases and similar items made available on the Website (the “**Content**”), is the exclusive property of ASC.

2.2 The User may not, therefore, modify, sell, transfer, sub-license, pass on to third parties, or create derivative works from any intellectual or industrial property rights of ASC, nor allow third parties to do so via the User or their computer, even without their knowledge. Any copying or reproduction — even partial and even if carried out using techniques such as *mirroring*, *framing*, *posting*, or any other means — is also prohibited without ASC’s prior written authorization.

2.3 Products or services advertised on the Website, whose intellectual and industrial property rights belong to third parties, are not considered Content.

### **3. USER OBLIGATIONS**

3.1 The User agrees to:

- (a) not use the Website for illegal purposes, or in violation of any national or international law, including, but not limited to, laws concerning intellectual property, copyright, and personal data protection;
- (b) not use the Website and its Content made available for directly or indirectly commercial or profit-driven purposes;
- (c) not upload, publish, or distribute materials or offers for marketing, advertising, spam, HTML content, links redirecting to other websites or applications, or any other commercial content;
- (d) not upload, publish, or share illegal, defamatory, slanderous, vulgar, pornographic, racist or discriminatory content, or content contrary to law, public order, and morality, including towards other Users, or infringing the rights of third parties, including *copyright*;
- (e) not make available, publish, send, transmit, or disseminate "*junk mail*," "*spam*," chain letters, pyramid schemes, or any other form of unauthorized or unsolicited solicitation;
- (f) not remove copyright information from the Website or its Content, including trademarks, fingerprinting, watermarks, and/or any timestamps applied using any technology;
- (g) not remove, bypass, disable, or interfere in any way with the Website's or its Content's security systems;
- (h) not decompile, disassemble, or reverse engineer the Website, even if for the purpose of discovering its source code;
- (i) not copy, modify, summarize, adapt, translate, or create derivative works from the Website or any Content made available through it or via social media;
- (j) not harm the efficiency or functionalities of the Website, such as by *uploading* or spreading viruses, *adware*, *worms*, or other types of *malware* code and/or programs;
- (k) not use robots, *spiders*, *scrapers*, or any other methods to illegally access the Website or its Content, for any purpose, or to bypass the security measures implemented by ASC to protect the Website and its Content.

### **4. MODIFICATIONS TO THE TERMS AND CONDITIONS OF USE**

4.1 These Website Terms and Conditions of Use, as well as the terms and features of any services, may be unilaterally modified by ASC at any time and without prior notice.

Therefore, the User is required to regularly consult these Terms and Conditions of Use in order to be aware of any changes made.

4.2 In any case, it is understood that simply browsing the Website and using any of the services associated with it constitutes the User's acceptance of any modifications made to these Terms and Conditions of Use.

## **5. JURISDICTION AND COMPETENT COURT**

5.1 These Terms and Conditions are governed by Italian law and, in particular, with exclusive reference to the User who qualifies as a consumer, by the provisions in Chapter I of Title III, Part III of the Consumer Code.

5.2 Any dispute arising between ASC and the User regarding the validity, interpretation, or performance of these Terms and Conditions shall be subject to the jurisdiction of the Italian courts.

5.3 Unless otherwise provided by Article 66-bis of the Consumer Code and in any case where the User does not qualify as a consumer, the Court of Milan shall have exclusive jurisdiction over any disputes with ASC.

5.4 For the out-of-court settlement of disputes relating to contracts with consumers governed by the provisions of Sections from I to IV of Chapter I of Title III, Part III of the Consumer Code and related to these Terms and Conditions, the User may use the mediation procedures referred to in Legislative Decree No. 28/2010 or may use ADR (Alternative Dispute Resolution) bodies through the ODR platform (Online Dispute Resolution) established and managed by the European Commission, and accessible via the following *link*.

## **6. PROCESSING OF PERSONAL DATA**

6.1 Pursuant to and by effect of Article 13 GDPR, ASC makes available to Users, in their capacity as interested parties, the privacy policy concerning the processing of personal data at the following *link* [PrivacyPolicyIT.pdf], to which full and integral reference is made, and which has been previously viewed and accepted by the User upon accessing the Website.