

TERMS OF SERVICE

Welcome to virgilioir.com, a website and online service owned and operated by VirgilioLab S.r.l., headquartered at Piazza Santa Maria Beltrade, 2, 20123, Milan, Italy. (“VirgilioIr” “we,” or “us”). This document explains the terms by which you may use our service. By accessing or using the VirgilioIr web based application provided through or in connection with the service, including through a mobile device (“Service”), you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”), whether or not you are a registered user of our Service.

We reserve the right to amend this Agreement at any time and without notice. If we do this, we will post the amended Agreement on our website and indicate at the top of the page the date the Agreement was last revised.

Your continued use of the Service after any such changes constitutes your acceptance of the revised Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

USE OF THE SERVICE

VirgilioIr provides a place for institutional investors to view, book and manage their corporate access interactions, schedules and associated data with investment banks, brokers, and other creators of investment-related meetings (“Sell Side Users”) and their corporate counterparties in real time.

VirgilioIR grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose, and (iii) you will otherwise comply with the terms and conditions of this Agreement. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You may never use another User’s account without that User’s permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, you must keep your account password secure and you must log out of each session after you are finished using the Service. You must notify VirgilioIr immediately of any breach of security or unauthorized use of your account. VirgilioIr will not be liable for your losses, including claims, actions, demands, liabilities, charges, debts, expenses (including, but not limited to, attorney’s fees), damages and costs, and including any consequential or indirect losses, economic losses or loss of profits, or loss of data (“Loss” or “Losses”), caused by any unauthorized use of your account; you shall be liable for the losses of VirgilioIr or others due to such unauthorized use.

By providing VirgilioIr your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail.

You agree not to collect or harvest any personally identifiable information, including account names, from the Service.

VirgilioIr may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in VirgilioIr’s sole determination, you violate any term of the Agreement, including the following prohibited actions: (i) attempting to interfere

with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud or hiding or attempting to hide your identity; (v) interfering with the proper working of the Service;. If your access is terminated, suspended other otherwise altered for any reason, you continue to be bound by this Agreement.

FEES AND PAYMENTS

Any fees applicable to your use of the Service ("Fees") shall be available on a separate order form or other document provided by us to you.

If you have not been asked to sign a separate order form or other document then no cost will be required for the use of the Service.

NETWORK ADMINISTRATION

GENERAL

Each User account may have one or more individuals who are responsible for overseeing and monitoring the use of the Users (the "Account Administrator").

Account Administrators have the ability to invite, setup, remove and suspend Users from the account. Account Administrators also have the ability to unlock or reset lost passwords for Users that are part of the account. Each Account Administrator must ensure that a copy of this Agreement and the Privacy Statement is provided to each potential User on the account administered by that Account Administrator before that User is invited to use the Service.

Account Administrators must satisfy themselves that each potential User has fully read and understood this Agreement and the Privacy Statement and must not provide VirgilioIr with any personal details, including contact details or photographs, relating to any individual without first obtaining that individual's explicit consent to this provision of their details and/or photograph to VirgilioIr for the purposes outlined herein or in the terms of the Privacy Statement

LICENSE GRANT

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. VirgilioIr reserves all rights not expressly granted herein in the Service and the VirgilioIr Content (as defined below). Unless VirgilioIr has agreed otherwise with respect to a paid Subscription account, VirgilioIr may terminate this license at any time for any reason or no reason.

OUR PROPRIETARY RIGHTS

The Service and its materials, including, without limitation, software, images, text, illustrations, logos, patents, copyrights, photographs ("VirgilioIr Content"), and all Intellectual Property Rights related thereto, are the exclusive property of VirgilioIr and its licensors. Except as explicitly

provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the VirgilioIr Content or any other materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

ELIGIBILITY

This Service is intended solely for professional users from recognized financial institutions, institutional investment firms and corporations. Any registration, use or access to the Service by anyone that does not fit the definition of a “professional user” (being a person who accesses the services solely for use in connection with a commercial enterprise, business, or individual investment-related purpose and not for one’s own private or personal use) is unauthorized, unlicensed, and in violation of this Agreement. VirgilioIr may terminate your account and/or prohibit you from using or accessing the Service for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are not a professional user. VirgilioIr may also ask you to verify your information in investigating whether you qualify as a professional user.

PRIVACY

We care about the privacy of our Users. **Our privacy** policy can be provided upon request from conference@virgilioir.com. By using the Service, you are consenting to have your personal data transferred to and processed in our data center in Milan.

You also acknowledge that the proper functioning of the Service requires that some User contact details be published on our Directory which is accessible to other Users of the Service. Users may be based in, and access your details from, anywhere in the world, and if you do not consent to such access you should not use the Service.

SECURITY

You acknowledge that you provide your personal information at your own risk.

ADDITIONAL REPRESENTATIONS AND WARRANTIES

You affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

- You are at least 18 years of age and you are a professional user and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.
- You have the written consent of each and every identifiable natural person in your account to use such person’s name, and other personal information and other data and materials (as applicable) in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

- Your User Content and VirgilioIr's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights, confidentiality rights and rights of publicity and you have obtained all required permissions and licenses from third parties.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall VirgilioIr, its employees, suppliers, contractors or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential, economic or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this Service. Under no circumstances will VirgilioIr be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein. To the maximum extent permitted by applicable law and without limiting any other term of this agreement, VirgilioIr assumes no liability or responsibility for any:

- Errors, mistakes, or inaccuracies of User-created or User-submitted content
- Personal injury or property damage, of any nature whatsoever, resulting from your access to, and use of, the Service
- Any interruption or cessation of transmission to or from the Service
- Any third-party bugs, viruses, trojan horses, or the like that circumvent VirgilioIr's security
- The defamatory, offensive, or illegal conduct of any third party.

In no event shall VirgilioIr, its employees, suppliers, contractors or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, expenses or costs in an amount exceeding the amount you paid to VirgilioIr hereunder. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if VirgilioIr has been advised of the possibility of such damage. the foregoing limitation of liability shall apply to the fullest extent permitted by law in each applicable jurisdiction.

If VirgilioIr's liability for a breach of a right or term implied by a law in a relevant jurisdiction (whether by statute or otherwise) is capable of exclusion, it is hereby limited to the maximum extent that is permitted by applicable law.

However, if VirgilioIr's liability in relation to any matter relating to or arising in connection with the Service is capable of limitation (but not exclusion or limitation to the extent contemplated by this agreement), it is hereby limited to the maximum extent permitted by applicable law.

Certain Subscription Terms may provide slightly different rights to the parties thereto, but any such Subscription Terms do not change the rules applicable to Users covered by the foregoing. VirgilioIr acknowledges that the Service is available for use in other locations. For those who access or use the Service from jurisdictions other than the foregoing, VirgilioIr cannot guarantee that such access or use complies with local law.

ASSIGNMENT

This Agreement, and any rights and licenses granted and obligations created hereunder, may not be transferred, assigned or novated by you. VirgilioIr may transfer, assign, novate or otherwise deal with any of its rights and obligations under this Agreement without restriction.

GENERAL

This Agreement shall be governed by and construed in all respects in accordance with Italian law and the parties hereby submit irrevocably to the exclusive jurisdiction of the Milan court (Italy) to resolve any dispute between them. Any non-contractual disputes or claims arising between the Parties in relation to this Agreement shall be submitted to the exclusive jurisdiction of the Milan court (Italy).

However, you agree that VirgilioIr may institute proceedings in the courts of the place of your domicile or any other jurisdiction it considers appropriate. You waive any right to object to an action being brought in those courts including, for example, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

This Agreement, together with any other legal notices and agreements published by VirgilioIr via the Service, shall constitute the entire agreement between you and VirgilioIr concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and VirgilioIr's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

The rights and remedies of VirgilioIr under this Agreement (or otherwise in relation to the Service) may be exercised even if it involves a conflict of duty or any person has a personal interest in their exercise.

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the parties under this Agreement and continue after this Agreement ceases to have effect. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

In this Agreement, unless the contrary intention appears:

- The singular includes the plural and vice versa
- Headings are for convenience only and do not affect their interpretation
- A reference to a "person" includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust
- A reference to any person includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and this Agreement binds those persons
- The words "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind

- The word “law” includes common law, principles of equity, and laws and regulations enacted by the legislature of the relevant jurisdiction (including consolidations, amendments, re-enactments or replacements of any of them)
- A reference to a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits or fees) is a reference to those details as varied in accordance with this Agreement or as otherwise agreed
- Anything includes any part of it.

Please Contact us at conference@virgilioir.com with any questions regarding this Agreement.
