

## **Terms of Use**

### **ACCEPTANCE AND CHANGE OF TERMS OF USE**

Access to and use of the websites, mobile sites and mobile apps ("Sites") of illycaffè S.p.A. and of its subsidiaries ("illycaffè") are governed by these Terms of Use and require reading, understanding and acceptance of the same.

illycaffè may change or update these Terms of Use, in whole or in part. You may be using our interactive services such as product ratings and reviews, expert Q&A, commenting, posting of videos, photos, recipes and stories ("Users' Services") and these Terms of Use govern your use of those Users' Services. Changes and updates to the Terms of Use will be binding once posted on the Sites in this section. We therefore invite you to regularly access this section to verify the publication of the latest updated Terms of use.

We also like to interact with you on third party sites where we post content or invite your feedback, such as [www.facebook.com/illy](http://www.facebook.com/illy), [www.twitter.com/illy](http://www.twitter.com/illy), and [www.youtube.com/illy](http://www.youtube.com/illy) ("Third Party Sites"). Our Terms of Use and other areas of our Sites provide rules in connection with our Users' Services, including services that involve Third Party Sites, but illycaffè does not control those Third Party Sites, and these Terms of Use, do not apply to companies that illycaffè does not own or control, or to the actions of people that illycaffè does not employ or manage. You should always check the terms of use posted on Third Party Sites.

### **INTELLECTUAL PROPERTY RIGHTS**

The contents of the Sites, such as, but not limited to, works, images, photographs, dialogues, music, sounds, videos, texts and other materials in any format, including, but not limited to, menus, web pages, graphics, colors, patterns, tools, fonts, design, diagrams, layouts, methods, processes, functions and software (individually and/or collectively called "Rights") and its trademarks and/or logos are the exclusive property of illycaffè, in its sole availability or otherwise licensed to illycaffè. The Rights are protected by copyright. The Rights may not, in any way or form, even partially, be reproduced, distributed, sold, transferred or modified except as specifically covered. In the event that link codes and embed codes relating to specific contents are provided on the Sites, these codes may be used by users only for their direct, personal and private use provided that said use does not take place for direct or indirect commercial and/or profitable gain.

Any use of the codes and/or the Rights in violation of the limits specified in these Terms of use, or otherwise contrary to law, is illegal and will be prosecutable by illycaffè.

The trademarks and logos, including domain names, are available exclusively to illycaffè. These trademarks, logos and domains cannot be used in any way without the prior written consent of illycaffè.

### **RESPONSIBILITY FOR YOUR CONTENT**

You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Sites, through our Users' Services or otherwise, including the submission of product ratings and reviews and all other data, profile information, documents, text, software, applications, music, sound, photographs, graphics, video, messages, ratings, forum postings, comments, questions, answers or other materials (collectively, "Content").

### **YOUR CONTENT SUBMISSIONS AND LIMITATION OF LIABILITY**

illycaffè provides the Sites and the Users' Services and all other applications and services on the Sites as a forum only. illycaffè is not liable for any statements, representations, or Content provided by its users in any public forum on the Sites or any Third Party Site, including without limitation through the Users' Services. You may access the Content and any other content on the Sites only as permitted under these Terms of Use and the Privacy Policy and you agree to not engage in the use, copying or distribution of any of the Content other than as expressly provided herein.

By submitting Content to illycaffè, you represent and warrant that:

- You understand you are participating in a public forum and that your Content will be available to all other users of the Sites, the Users' Services and potentially Third Party Sites;

- You are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions to use and authorize illycaffè to use all intellectual property and other rights thereto to enable inclusion and use of the Content in the manner contemplated by the Sites and these Terms of Use);
- All "moral rights" that you may have in such Content have been voluntarily waived by you and you do not require that any personally identifying information be used in connection with the Content that you submit, or any derivative works of or upgrades or updates thereto;

You also represent and warrant that any Content you submit:

- Is not false, inaccurate or misleading;
- Does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- Does not violate any obligations you may have with respect to such Content under any law or under contractual or fiduciary relationships;
- Does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership or corporation;
- Is not submitted for compensation or other consideration from any third party except otherwise provided in written by illycaffè;
- Does not include any information that references other websites, addresses, email addresses, contact information or phone numbers;
- Complies in all respects with these Terms of Use and our Privacy Policy;
- Is not unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and
- Does not contain any software, worms or other potentially damaging computer programs or files.

illycaffè does not endorse user's Content or opinion, recommendation or advice expressed therein, and illycaffè disclaims all liability with respect to users' Content.

If your Content includes ideas, suggestions, documents or proposals to illycaffè through the Users' Services, (a) such Content is not confidential or proprietary and illycaffè has no obligation of confidentiality, express or implied, with respect thereto; (b) illycaffè may have something similar to that Content already under consideration or development; and (c) you are not entitled to compensation, payment or reimbursement of any kind for such Content from illycaffè under any circumstances unless you are otherwise notified by illycaffè in writing.

For any Content that you submit, you grant illycaffè a worldwide, perpetual, irrevocable, royalty-free, sublicenseable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute such Content and/or incorporate such Content into any form, medium or technology whether now or hereafter known throughout the world without compensation to you. This license will survive the termination of these Terms of Use and your use of the Sites.

#### Guidelines for Users' Services

We value your interaction with us and highly encourage you to contribute your comments, ratings, reviews, opinions, ideas, questions and answers, images, videos, recipes, stories and other content. In order to participate constructively in our Users' Services, please consider the following guidelines:

- Be respectful. Everything you post should make a positive contribution and should be appropriate for viewing by all site visitors.
- Stay on topic. Relevant and insightful contributions raise the overall value of the site experience.
- Be honest. We ask that you be sincere in your participation by contributing content you know is

accurate, based on your individual experience.

You may not use our Users' Services to impersonate any person or entity, including, without limitation, any illycaffè official, forum leader, guide or host, or to falsely state or otherwise misrepresent your affiliation with a person or entity.

All submissions are moderated and subject to these Terms of Use. illycaffè reserves the right to not post a submission or to withdraw posted submissions for any reason. Your submission will be excluded if it violates provisions in these Terms of Use regarding submission of Content generally.

### **LINKS AND OTHER WEBSITES**

The Sites may contain text links (the "links") to other websites that have no connection with the Sites. illycaffè does not control or monitor these websites, their content or their rules. Any link to other websites shall not be intended in any way as activity by illycaffè to promote these websites and/or the contents published therein.

### **COOKIES**

Sites may contain cookies to allow users a better use of the Site. Users who prefer not to receive cookies can set their browser to warn them of the presence of cookies and then decide whether or not to accept them. The browser can also be set to reject all cookies; in this case, however, the user may not be able to access all services available on the Sites.

### **LIMITATION OF LIABILITY**

You acknowledge and agree that your access to and navigation of the Sites and the Users' Services are entirely at your own risk and under your own responsibility. You agree to defend, indemnify and hold harmless illycaffè (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees, arising out of (a) your use of and access to the Sites and the Users' Services; (b) your violation of any term of these Terms of Use; (c) a breach of your representations and warranties set forth above regarding Content; (d) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or (e) any claim that any Content you submitted caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Use and your use of the Sites and the Users' Services.

You further acknowledge and agree that the Sites and the Users' Services are provided "as is" and "as available" and that they may be temporarily inaccessible or otherwise contain defects that impact your experience.

illycaffè shall not be liable for any loss or damage arising out of or in any way related to the use or operation of the Sites and the Users' Services, including, without limitation, damages for loss of business, loss of profits, business breakdown, loss of commercial information and/or any other financial loss.

### **REGISTRATION**

Access and registration on the Sites and Users' Services is reserved to Users of 18 years of age and older. The User agrees to provide any Personal Data requested during registration, ensuring that this is up-to-date, complete and accurate and to update them promptly, keeping them confidential.

You are responsible for safeguarding the password that you use to access the Sites and Users' Services and for any activities or actions under your password. You will not provide any false personal information on the Sites or create an account for anyone other than yourself without permission.

### **APPLICABLE LAW**

The Terms of Use are governed by Italian law without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Sites and the Users' Services will be brought solely in Court of Trieste.