



## **IDEASHOPPING TERMS OF USE**

### **1. OBJECT**

- 1.1 These general terms and conditions govern registration and access to the Portal, including through the Application, as well as the use of the related services ("**T&Cs**").
- 1.2 The T&Cs are also binding on Users who, even if they are not Registered Users or Guest Users, browse the Portal.
- 1.3 The purchase of Shopping Vouchers, as well as ideaShopping, is governed by the general conditions of sale, available in the footer of the desktop version of the Portal and in the dedicated section of the Application ("**Terms of Sale**").

### **2. DEFINITIONS**

- 2.1. In addition to the definitions given above and in the following T&Cs, the terms below, when used with capital letters below, shall have the following meanings, it being understood that singular terms include plurals and vice versa:
  - a) "**Account**": the reserved area of the Registered User;
  - b) "**Amilon**": Amilon S.r.l., Tax Code and VAT No. 05921090964, with registered office in via Battaglia n. 12, 20127 - Milan, PEC [amministrazione@pec.amilon.it](mailto:amministrazione@pec.amilon.it) (further information can be found in the footer of the desktop version of the Portal), which has created and makes available the Portal;
  - c) "**Application**": the "mobile" version of the Portal, i.e. Amilon's application for mobile devices, available for download from the Google Play Store and the Apple App Store;
  - d) "**Shopping Voucher**": a document, physical or digital, issued by entities offering goods/services to the public ("**Merchant**") in which is incorporated, on the one hand, the owner's right to obtain goods or services from the Merchant (or from affiliated parties or franchisees belonging to the Merchant's network) within the limit of the nominal value indicated on the document itself and under the conditions of use set out therein, on the other hand, the corresponding obligation of the Merchant (or the above-mentioned subjects) to accept it instead of money for the purchase of such goods or services at their points of sale;
  - e) "**Loyalty Cards**": document, physical or digital, intended for customers of a certain company that attributes benefits, for example obtaining discounts upon reaching a certain number of points accumulated. The modalities of participation in the loyalty program are governed by the specific conditions decided by the aforementioned company.
  - f) "**ideaShopping**": the digital voucher issued by Amilon – identified by a special code ("shopping code"; below, "**Code**") and with a certain nominal value in the reference currency - which can be spent exclusively on the Portal for the purchase of certain Shopping Vouchers, as better illustrated in art. 7. IdeaShopping can be purchased on the Portal - desktop version;
  - g) "**Privacy Policy**": document containing the information that Amilon is required to provide in its capacity as data controller pursuant to art. 13 and 14 of Reg. (EU) 2016/679 ("**GDPR**");
  - h) "**Parties**": Amilon and User jointly;
  - i) "**Portal**": the e-commerce portal [www.idea-shopping.com](http://www.idea-shopping.com) of Amilon where the User can use the services reported in art. 7, available both in desktop version and via Application.
  - j) "**Registered User**": the registered subject as indicated in art. 3.1
  - k) "**Guest User**": the person who accesses the Portal without registering in the manner referred to in art. 3.2;
  - l) "**User**": the person who uses the Portal.

### **3. HOW TO REGISTER AND ACCESS THE PORTAL**

- 3.1. To register on the Portal, you must:
  - 1) read the Privacy Policy;
  - 2) provide the requested data in the appropriate form – by entering a personal e-mail address and choosing a password in compliance with the provisions of art. 5.1, which will constitute the credentials for authentication to the Portal – desktop version and the Application pursuant to art. 3.3 ("**Credentials**") – or



"social login" (e.g., via your Google account). In this case, the User's data necessary for registration will be transmitted to Amilon by the reference provider (e.g., the aforementioned Google), as better indicated in the Privacy Policy, and the Registered User in this way will access the Portal (also on the Application) with his/her credentials of the reference provider;

- 3) confirm your identity, by entering the security code sent by Amilon;
  - 4) declare that you have read and accepted the T&Cs by ticking the appropriate box.
- 3.2. Before proceeding with registration, it is possible to give your consent to the processing of data for profiled marketing purposes, as illustrated in the Privacy Policy (par. 4, letter e.). On the Application it is also possible to give consent to the processing of your biometric data to log in; Using this access mode is recommended as it further raises the level of security.
- 3.3. To use the services described in art. 7, the Registered User must authenticate using the Credentials created during registration or, in the case of authentication on the Application (and where the appropriate consent has been given), using his/her biometric data.
- 3.2 To use the services described in art. 7 as a Guest User, he/she must:
1. enter (i) the Code, (ii) the mobile phone number, and (iii) the security code sent to such phone number;
  2. before clicking on the confirm button, declare that he/she has read the Privacy Policy and that he/she has read and accept the T&Cs, by ticking the appropriate box.

The identification data of the Guest User's profile is his/her mobile phone number ("**Guest Profile**").

It should be noted that the Guest Profile is not available on the Application (which can therefore only be used by Registered Users).

#### **4. CONCLUSION AND DURATION OF THE CONTRACT AND RIGHT OF WITHDRAWAL**

- 4.1. The contract lasts indefinitely.
- 4.2. The Registered User and the Guest User may withdraw from the contract at any time and request the cancellation, respectively, of their Account (or their Guest Profile) by contacting Amilon at the [privacy@amilon.eu](mailto:privacy@amilon.eu) address or by using the appropriate function within the Application. In this second case, as prescribed by the mobile application stores, you can request temporary deletion (i.e. a sort of suspension of the Account) or irreversible deletion.

#### **5. USE OF CREDENTIALS AND RELATED RESPONSIBILITIES OF THE REGISTERED USER**

- 5.1. **The Registered User**, if he has not logged in, **is required to choose a sufficiently secure password** - which must consist of at least 8 characters and must contain at least one uppercase, one lowercase, one numeric character and at least one non-alphanumeric character (e.g. \_, !, \$, #, %) - and to **change it periodically**, no less than once every 90 days, also for the purposes referred to in the following paragraph.
- 5.2. The Credentials are strictly personal (i.e. referring exclusively to the Registered User) and cannot be transferred by the Registered User to third parties. **The Registered User is required to keep the Credentials with the utmost diligence and to keep them confidential in order to prevent use by unauthorized third parties**, minimizing the risks of disclosure, detection, tampering, theft, duplication, interception of the same.
- 5.3. If the Registered User becomes aware of unauthorized access and/or known anomalies, he/she is required to immediately notify Amilon and immediately change the password, unless specifically instructed by Amilon.
- 5.4. Without prejudice to the provisions of the previous paragraph, in the event of loss of the Credentials, the Registered User may retrieve them by following the instructions provided during authentication. Credentials can be changed by clicking on the appropriate link in the Account.
- 5.5. **The Registered User will be responsible for any use of the Credentials and the consequent access to the Portal, including through the Application, and use of the related services, even if carried out by unauthorized parties, as well as for any damage caused to Amilon and/or third parties, depending on the failure to comply with the provisions of art. 5.1, 5.2 and 5.3, undertaking from now on to indemnify and hold Amilon harmless from any and all claims, including damages, deriving, directly or indirectly, from the aforementioned use or abuse.**



## **6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE USER**

### **6.1. The User declares that:**

- i. **he/she is of legal age;**
- ii. **he/she acts for purposes unrelated to any entrepreneurial, commercial, artisanal or professional activity carried out and therefore as a "consumer" pursuant to consumer regulations, including Legislative Decree 206/2005.**

6.2. It is understood that if the User does not comply with one or more of the conditions indicated in the previous paragraph and/or provides false, outdated, incomplete personal data, based on Amilon's discretionary assessment, Amilon reserves the right to prevent the User from accessing the Portal – desktop version/ Application, by deactivating and/or deleting the Account or the Guest Profile, without prejudice to Amilon's right to resort to any further remedy provided by law for its protection.

6.3. Without prejudice to the provisions of art. 5 and the subsequent art. 9, the User undertakes to use the Portal (also through the Application) in accordance with the provisions of the T&Cs and in full compliance with all applicable laws and regulations, thus refraining from any unlawful conduct or in any case detrimental to Amilon or third parties (by way of example, by engaging in conduct that may compromise the security of the systems and/or equipment of Amilon and/or third parties, allow unauthorized access, provide untruthful data during registration/access).

6.4. The User acknowledges that the ideaShopping is issued by Amilon "to the bearer" (i.e., it is not nominative) and can therefore be used by anyone who comes into possession of it (it is sufficient to have the reference Code) and, therefore, **undertakes to properly keep the Code. The User therefore acknowledges that Amilon cannot be held responsible for the theft, loss, improper use of ideaShopping (including its Code) and that, consequently, in the event of such cases, Amilon does not provide replacement ideaShopping or refund any amount.**

6.5. The Registered User undertakes to keep the data relating to him/her update by modifying them in the Account.

6.6. Where the User provides personal data of third parties, the User guarantees that he/she is entitled to do so and undertakes to indemnify Amilon from any dispute or claim by such third parties in relation to the processing of their data carried out by Amilon.

6.7. The User is prohibited from carrying out any data mining activity (e.g. scraping) or the use of similar automatic data extraction techniques to steal the contents of the Portal – desktop version or the Application, without the prior written authorization of Amilon, without prejudice to the automatic action of the "spiders" of generalist search engines (e.g. Google). The User, even without the use of automatic data extraction techniques, may not create and publish his/her own database that reproduces the contents of the Portal or the Application without the prior written authorization of Amilon.

## **7. SERVICES OFFERED BY AMILON AND ACKNOWLEDGMENTS OF THE USER**

7.1. The owner of one or more ideaShopping can spend it/them on the Portal for the purpose of purchasing Shopping Vouchers, after registering or logging in as a Guest User.

7.2. Exclusively through the desktop version of the Portal, the Registered User / Guest User can purchase the ideaShopping, choosing from the types indicated in the following art. 7.3.

7.3. The User acknowledges and agrees that:

1. the catalogue of Shopping Vouchers that can be obtained depends on the type of ideaShopping: "ideaShopping rossa", "Fringe Benefit Card", "IS for You", "Buoni Benzina Card" and "Spesa Card", as summarised on the dedicated page of the Portal - desktop version. To check which Shopping Vouchers can be purchased through a specific ideaShopping, the User can select the Shopping Voucher of interest within the catalogue and view the ideaShopping with which it can be obtained within the descriptive page of the same;
2. the ideaShopping cannot be monetized, i.e. it does not entitle Amilon to cash refunds nor can it be exchanged for money;
3. **the ideaShopping has a duration specified in the relevant digital voucher and available in the Account or Guest Profile, as well as in the "WALLET" function pursuant to art. 7.8, and so, consequently, after this period of validity, the ideaShopping will no longer be usable or refundable.**



- 7.4. Once the registration has been completed and at least one Code has been entered by the Registered User, Amilon will automatically create a digital account linked to the Account in which his/her ideaShopping (and therefore the related credit in the reference currency) will be loaded. On the Application, the Codes can also be uploaded by scanning the relevant barcode or QR code. The Guest User will be able to view in the Guest Profile of the Portal - desktop version, once they have entered their Code, the information relating to the same (available value and any Shopping Vouchers purchased). The ideaShopping can also be uploaded and viewed through the "WALLET" function referred to in art. 7.8.
- 7.5. If the value of the ideaShopping uploaded to his/her Account is not sufficient, exclusively on the Portal - desktop version, the Registered User may pay the difference due using one of the available payment methods.
- 7.6. It is possible to consult the catalog of Shopping Vouchers (Merchant and related denominations available, characteristics, etc.) on the Portal and, after authentication, on the Application.
- 7.7. Amilon also provides the User with a special "chatbot" (automated chat) for the management of any support requests. The User has the right to contact Amilon at the contact points indicated in art. 2.1 lit. b) and in the footer of the Portal.
- 7.8. A function ("WALLET") is available on the Application that allows the Registered User to load their Shopping Vouchers (also obtained elsewhere), Loyalty Cards and other types of vouchers (e.g. discount vouchers), being able to store them in a single "repository" and being able to show them at the reference store through the Application itself. It is understood that it is the User's responsibility to correctly enter the data relating to Shopping Vouchers purchased from third parties and Loyalty Cards, as well as other vouchers (e.g. discount vouchers), since Amilon does not have the possibility to verify their accuracy.
- 7.9. The User acknowledges that he/she may view third-party advertisements on the Portal, also highlighted through specific push notifications.

## **8. OBLIGATIONS AND LIMITATIONS OF LIABILITY OF AMILON**

- 8.1. Amilon undertakes to make the Portal and related services available in accordance with the T&Cs and current legislation.
- 8.2. The User acknowledges and accepts that the use of the Portal may be subject to suspension or interruption, in whole or in part, for reasons beyond any control by Amilon - such as, by way of example, slowdown, congestion and/or overload of the system, the internet access network, tampering or illegal interventions by third parties - without this entailing any liability on the part of Amilon, nor that the User is owed anything for any reason.
- 8.3. **The User also acknowledges that the provision of the Portal services may be suspended - even without notice if necessary - in order to guarantee both corrective maintenance interventions**, aimed at remedying failures, vices, defects, malfunctions (bugs) of the Portal, **and those of evolutionary maintenance**, aimed at improving its operation and usability, adding new features, adapt them to regulatory developments and the reference context (update), **as well as in the event of emergencies or threats relating to security**, it being understood that Amilon will in any case take care to restore the functionality of the Portal/Application in the shortest possible time, to minimize the risk of inconvenience of any kind.
- 8.4. **Amilon assumes no responsibility for the abusive, improper, imprudent, inaccurate, inadequate use of the Credentials, also considering the obligations of custody and strictly personal use of the Credentials pursuant to art. 5.2.**
- 8.5. The Portal may contain links to desktop sites operated by third parties (hereinafter, "**Linked Sites**"), also through the advertisements referred to in art. 7.9. Amilon does not control the Linked Sites and is not responsible for their contents. The inclusion of such links by Amilon does not imply any recognition of the Linked Sites of reference or of any form of association with its owners/managers.
- 8.6. The User acknowledges that **the characteristics of the Shopping Vouchers and the related conditions of use are decided by the relevant Merchants** and thus transmitted by the latter to Amilon, which merely publishes them on the Portal to make them available to Users, by virtue of the agreements with the Merchants themselves, who assume all responsibility in this regard. Therefore, considering that the Shopping Voucher is a title of legitimacy to obtain a **service rendered by the Merchant** who issues it, **Amilon cannot be held responsible for any discrepancies or non-conformities of the aforementioned characteristics and/or conditions of use**. As reiterated in the Terms of Sale, **it is the User's obligation to properly check such Terms of Sale before proceeding with the purchase**.



## **9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

9.1. The User acknowledges and agrees that:

- all intellectual and industrial property rights relating to the Portal and its services and functions are the property of Amilon, those relating to logos, trademarks and any distinctive sign and material relating to Shopping Vouchers or Loyalty Cards (or other vouchers, e.g., discount vouchers) are the property of the respective holders (hereinafter, both in relation to Amilon and to third-party holders, the "**Material**");
- he/she is only permitted to browse the Portal, view the Material and use the services specified above, being prohibited the reproduction and/or reuse, in whole or in part, in any form, including through links (e.g. framing or line linking), of the Portal and the Material, without the express written consent of Amilon, without prejudice to the provisions of art. 6.7;
- the failure by Amilon to exercise the right to act or any form of tolerance of the same in relation to any conduct contrary to this article, as well as to the law on intellectual and industrial property, does not represent a waiver of action to protect the position of Amilon itself and/or third party owners;
- Amilon grants he/she a non-exclusive, non-transferable, revocable and limited license to use the Application solely for personal, non-commercial purposes and on compatible mobile devices; this licence is granted only for the access, installation and use of the Application, as described in the T&Cs. The User may not distribute, transfer, sublicense, or lend the license to use the Application to any third party.

## **10. LIABILITY AND INDEMNITY OF THE USER, FORMS OF PROTECTION OF AMILON**

10.1. In the event of violation of the provisions of art. 5, 6 and 9, **the User will remain solely responsible, with express indemnification against Amilon in relation to any claim made by third parties, including Merchants, due to such violation.** It is understood that in this case Amilon may take, at its own discretion and without prior notice, any action it deems necessary to protect its interests, including blocking access to the Portal and deleting the Account or Guest Profile, without prejudice to any remedy provided for by law, including the right to terminate the contract pursuant to art. 1456 of the Italian Civil Code (by simple written communication to the User) and/or to request compensation for damages suffered.

## **11. PRIVACY**

11.1. Amilon processes the User's personal data as data controller in compliance with privacy legislation, including the GDPR and Legislative Decree no. 196/2003 as amended, and in accordance with the provisions of the Privacy Policy and the privacy cookie policy (available in the footer of the Portal – desktop version and in the appropriate section of the Application).

11.2. In addition to the authorization to process biometric data for access to the Application (see art. 3.2), further specific consents may be requested on the same, such as authorization to use the camera (for the upload of the Codes referred to in art. 7.4 or Shopping Vouchers / Loyalty Cards / other vouchers referred to in art. 7.9), the geolocation of the mobile device, the microphone and for receiving push notifications.

11.3. In the Account there is a section where the Registered User can change his/her privacy consents.

## **12. MODIFICATION OF THE CONTRACT**

12.1. **Amilon reserves the right to amend the T&Cs at any time**, an eventuality of which adequate notice will be given to Registered Users, without prejudice to the right of the latter, pursuant to art. 4.2 above, to withdraw from the contract.

## **13. APPLICABLE LAW AND JURISDICTION**

13.1. **The contract between the Parties is governed by and must be interpreted in accordance with Italian law**, without prejudice to the applicability of the mandatory provisions of the legislation of the country in which the User, as a consumer, has his/her residence/domicile.



- 13.2. In the event of disputes between the Parties, the User has the right to access the European Online Dispute Resolution platform, developed and managed by the European Commission, in compliance with Directive 2013/11/EU and Regulation (EU) 2013/524, in order to facilitate the out-of-court settlement of disputes concerning contractual obligations arising from online sales or service contracts between a consumer residing in the European Union and an established trader in the European Union through the intervention of an ADR ("alternative dispute resolution") entity that has adhered to it, which can be selected from a special list available therein. For more information on this platform or to initiate, through it, an alternative resolution procedure for a dispute relating to the contract, the User can access the following link: <http://ec.europa.eu/odr>.
- 13.3. For all disputes relating to the contract between the Parties, the User may bring proceedings before the court of the place of residence or domicile.

#### **14. PROVISION OF LEGAL DOCUMENTATION**

- 14.1. These T&Cs, as well as the Privacy Policy, are always available through the footer of the Portal - desktop version and in the dedicated section of the Application, as well as being made available to the User at the time of registration (or access as a Guest User).
- 14.2. The legal documentation is drawn up in all the languages in which the Portal is available.