

## **TERMS AND CONDITIONS OF USE**

### **PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF USE**

Before using this platform (the "**Platform**") you should read carefully the following terms and conditions of use (the "**Terms and Conditions of Use**"). Whether the user does not accept the Terms and Conditions of Use, it should immediately stop using the Platform. By using the Platform, the user agrees to be bound by, and accepts, the Terms and Conditions of Use.

#### **1. GENERAL**

1.1. The Platform is an interactive platform dedicated to the transmission of live/recorded digital content related to the 2020 Strike Event organized by Kering Eyewear S.p.A., a company established under the laws of Italy, with registered office in Padua, Via Altichiero, n. 180, registered with the Companies' Register of Padua under n. 04846890285 ("**Kering Eyewear**"), belonging to the group of companies of Kering S.A. (the "**Kering Group**").

1.2. The use of the Platform is strictly reserved for users authorized by Kering Eyewear only (each, the "**User**") and enables the User to participate in an interactive way to the 2020 Strike Event and in this occasion receive news about Kering Eyewear's business, projects and new collections of products.

1.3. The User undertakes to observe any subsequent instructions to access and/or use the Platform that will be communicated by Kering Eyewear from time to time. Kering Eyewear is entitled to determine and amend the use of all or part of the functions of the Platform and, in any such a case, the User will be informed in advance through a communication on the Platform.

1.4. Kering Eyewear is at any time entitled, in its sole discretion, to change, amend, add or remove, in whole or partially, any part of these Terms and Conditions of Use. Any updated Terms and Conditions of Use will be made available on the Platform and the continued use of the Platform by the User will be considered as acceptance of the Terms and Conditions of Use. The User is recommended to monitor these Terms and Conditions of Use regularly, as it may be updated from time to time in order to reflect amendments to the law or changes of Kering Eyewear's internal processes.

1.5. Kering Eyewear is entitled to revoke, amend and correct any errors or omissions in any section of the Platform and make additional changes to products, functions, services or prices described in the Platform. Moreover, Kering Eyewear is at any time entitled to suspend or interrupt any functions of the Platform, including the availability of any feature thereof without notice. Kering Eyewear is also entitled to impose limits on certain functions and services or restrict the User's access to certain sections of the Platform without any notice or liability. In case Kering Eyewear revokes the User's authorization and/or its rights to use the Platform, the User undertakes to immediately destroy all materials and shall waive any claims against Kering Eyewear in case of a revocation of the authorization and/or of amendments to and/or closing, in whole and/or in part, of the Platform.

1.6. The Platform is a tool designed for the purpose of allowing the interactive participation of the Users to the 2020 Strike Event organized by Kering Eyewear, during which Users will receive information and update on Kering Eyewear's business, projects and collections of products.

#### **2. ACCESS AND USE**

2.1. **Access.** By these Terms and Conditions of Use, the User subscribes and agrees to apply for the access profile to the Platform to Kering Eyewear only for itself and warrants that the data access provided by Kering Eyewear will not be disclosed to any third party.

a) The individual user profiles are created by using a user name and a password, and these are - depending on the type of User - already at the User's disposal (being Kering Eyewear or Kering's

identity) or, in case of new registration, transmitted to the User by Kering Eyewear in order to grant the User to use the Platform.

b) In case of new registration, the User represents and warrants that all the information provided during the registration is true and correct and undertakes to preserve the accuracy of all the information provided by promptly informing Kering Eyewear about any intervened amendments to such information. In any case, the User is liable for any transaction, abuse, manipulation or other act or omission made by any user profile linked to the User, including unauthorized acts committed by any third party who has obtained the access to the Platform through the use of User's profile or other user profiles authorized from the same.

c) Without prejudice to the generality of the foregoing, the User undertakes to:

(i) immediately notify to the subject responsible for the management of User's profile in case of any suspect and/or knowledge of an unauthorized use of the User's profile, including security breaches of any kind (i.e. theft of user profile, circumvention or hacking);

(ii) warrant that access to its computers is limited to himself/herself.

**2.2. Duration.** These Terms and Conditions of Use, including any amendment hereof, shall remain in full force and effect for the entire duration of the Users' use of the Platform.

**2.3. Suspension/interruption of access.** In case Kering Eyewear deems, at its own discretion, that the User has not complied with and/or acted in a manner inconsistent with these Terms and Conditions of Use and/or has not complied with the provisions of other valid agreements entered into between Kering Eyewear and/or other companies of the Kering Group, and/or violated the rights of Kering Eyewear and/or the rights of other companies of the Kering Group, Kering Eyewear will have the right to terminate and/or cancel with immediate effect, in whole or in part, the access of the User to the Platform.

### **3. USE OF USER'S PERSONAL DATA**

**3.1. Privacy Policy and Cookie Notice.** In order to understand the conditions of use of User's personal data, please make reference to the Privacy Policy and the Cookie Notice published on the Platform.

### **4. INTELLECTUAL PROPERTY RIGHTS**

**4.1. Copyrights.** All content in the form of images, drawings, texts, layout, data, software, audio and video files and their selection and management, including the manner in which these materials are combined together within the Platform are property of Kering Eyewear or by Kering Eyewear's licensors, according to the applicable laws regarding copyright, unless otherwise indicated. It is forbidden to sale, copy, reproduce, distribute, modify, display or present to the public, create derivative works, or any other use of the content and information related to the Platform that goes beyond the internal and private use related to the services provided by Kering Eyewear or companies of the Kering Group unless otherwise expressly authorized by Kering Eyewear.

**4.2. Trademarks.** All trademarks, logos, product names and service trademarks contemplated in the Platform are trademarks, registered and unregistered, belonging to Kering Eyewear or to companies of the Kering Group or licensed to them.

**4.3. Domain names.** All domain names used on the Platform and / or connected to it are owned - or used with permission - by Kering Eyewear, that manages them on a worldwide basis.

**4.4. Unauthorized use.** Offer of any of the contents of the Platform or of any services shall not be interpreted as an authorization or a license, tacitly or otherwise, for the use of registered trademarks or other intellectual property rights contained in the Platform. It is absolutely forbidden

to use registered trademarks or other material contained in the Platform for reasons other than those agreed in writing with Kering Eyewear.

**4.5. Breaches.** The User agrees to indemnify Kering Eyewear, and in any case, to hold Kering Eyewear harmless even against third parties, and exempts Kering Eyewear for damages caused as a consequence of breaches or unauthorized use of patents, copyrights, trademarks, designs or any other intellectual property rights in the contents of the Platform used or controlled even by third parties attributable to the User or because of any other breach of intellectual and/or industrial property rights.

## **5. HOLD HARMLESS**

**5.1. INDEMNITY AND HOLD HARMLESS.** THE USER AGREES AND ACKNOWLEDGES THAT THE FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS OF USE MAY CAUSE IRREPARABLE DAMAGES TO KERING EYEWEAR AND/OR TO COMPANIES OF THE KERING GROUP AND/OR TO THIRD PARTIES. THEREFORE, THE USER WILL BE RESPONSIBLE FOR ANY ACT OR OMISSION COMMITTED, ALSO BY ANY THIRD PARTY GRANTED BY THE USER WITH ACCESS TO THE PLATFORM IN VIOLATION OF THE TERMS AND CONDITIONS OF USE, AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS KERING EYEWEAR AND THE COMPANIES OF THE KERING GROUP FROM LOSSES, DAMAGES AND/OR EXPENSES CAUSED BY BREACHES OF, OR FAILURE TO COMPLY WITH, THESE TERMS AND CONDITIONS OF USE BY THE USER ITSELF OR SAID THIRD PARTIES.

**5.2. Term.** The terms of this Article 5 will be valid for the entire period of use of the Platform and, following, for at least 5 (five) years from the date on which the right of the User to access the Platform ceases for whatsoever reason.

## **6. LINKS TO OTHER WEBSITES**

**6.1.** The Platform may contain links to websites of third parties unrelated to Kering Eyewear. Kering Eyewear does not control or carry out any monitoring operation on such websites or on the contents of such websites and, consequently, it shall not be considered liable for the contents of such websites. The User is then required to read carefully the conditions of use of such websites. In no event the activation of the links shall be intended as a Kering Eyewear suggestion and/or recommendation to the User to access or navigate on such websites, and Kering Eyewear does not provide any warranty with reference to the contents, services and/or goods offered provides.

## **7. LIMITATION OF LIABILITY**

**7.1. USE OF THE PLATFORM.** THE PLATFORM IS PROVIDED IN "AS IT IS" AND "AS AVAILABLE" CONDITIONS AND KERING EYEWEAR DOES NOT WARRANT THAT THE PLATFORM SERVICES, THE CONTENTS OF THE PLATFORM OR THE INFORMATION MADE AVAILABLE THROUGH THE PLATFORM WILL BE PROVIDED UNINTERRUPTED, WITHOUT ANY ERROR AND IN A TOTALLY SAFE WAY. KERING EYEWEAR WILL NOT BE LIABLE FOR ANY INACCURACIES, ERRORS, LOSSES AND/OR DAMAGES CAUSED BY, OR ARISING FROM, THE USER RELING ON INFORMATION OBTAINED FROM THIS PLATFORM OR THROUGH IT. THE USER IS THE SOLE RESPONSIBLE FOR THE EVALUATION OF THE INFORMATION AVAILABLE THROUGH THE PLATFORM AND ITS CONTENTS. WITHOUT PREJUDICE TO THE ABOVE, BY USING THE PLATFORM THE USER AGREES TO BEAR ALL THE RISKS CONNECTED WITH THE USE OF THE PLATFORM AND TO TAKE FULL LIABILITY FOR THE UNUSE, FOR THE LOSS OF DATA AND COSTS CONNECTED WITH THE NECESSARY ASSISTANCE ACTIVITIES AND MAINTENANCE TO THE HARDWARE AN /OR SOFTWARE USED IN CONNECTION WITH THE PLATFORM.

**7.2. AMENDMENTS.** DURING THE OPERATION OF THE PLATFORM KERING EYEWEAR SHALL AT ANY TIME, IN ITS SOLE DISCRETION, AMEND, SUSPEND, INTERRUPT AND/OR INTEGRATE

THE PLATFORM WITH ANOTHER APPLICATION WITHOUT ANY LIABILITY. THE USER AGREES THAT SUCH AMENDMENTS, SUSPENSIONS, INTERRUPTIONS (BOTH TEMPORARY AND PERMANENT) AND/OR INTEGRATIONS OF THE PLATFORM WITH OTHER APPLICATIONS (BY WEB OR AT LOCAL LEVEL), MADE BY KERING EYEWEAR FOR ANY REASON, WILL NOT GIVE RISE TO CLAIM FOR COMPENSATION OF DAMAGES OR OTHER INDEMNITY OF ANY KIND BY OR IN THE NAME OF THE USER.

**7.3. LIMITATION OF LIABILITY.** KERING EYEWEAR MAKES NO WARRANTIES, EITHER IMPLICIT OR EXPLICIT, CONCERNING THE PLATFORM AND ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OWNERSHIP OR FREEDOM FROM MALICIOUS PROGRAM (SUCH AS VIRUS, WORM OR TROJAN HORSES). MOREOVER, THE USER ACKNOWLEDGES THAT, GIVEN SOME CHARACTERISTICS OF THE INTERNET THAT COULD AFFECT ACCESS TO AND/OR THE OPERATION OF THE PLATFORM, KERING EYEWEAR WILL NOT BE LIABLE FOR DAMAGES AND LOSS RESULTING FROM DELAYS, CORRUPTION OF DATA, MISSED OR INCORRECT DELIVERIES, INTERRUPTION OF ACTIVITIES OR SERVICES. IN NO EVENT WILL KERING EYEWEAR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR REVENUES CAUSED BY THE USE OF THE PLATFORM.

## **8. CONFIDENTIALITY**

**8.1. Confidential Information.** The User agrees to keep reserved and strictly confidential and not to use for purposes other than those defined under these Terms and Conditions of Use, all information, documents, technical, commercial, strategic and product data, photos, and all other information concerning Kering Eyewear and the Platform, including any information related to the brands portfolio of Kering Eyewear and its new eyewear collections, (the "**Confidential Information**").

**8.2. Exception.** The Confidential Information may be disclosed, in whole or in part, to third parties only with the prior written consent of Kering Eyewear, except for the information that: (i) are available to the public without breach of these Terms and Condition of Use; (ii) are received from a third party in full respect of the rights of the parties and with no breach of any confidentiality obligation; (iii) have been independently developed by the User; (iv) have been acquired by the User before disclosure by Kering Eyewear; or (v) whose disclosure and/or production is necessary to comply with any provision of law or any court order, provided that Kering Eyewear is informed in writing in advance of such law provision or court order.

**8.3. Term.** The terms of this Article 8 will be valid for the entire period of use of the Platform and, following, for at least 5 (five) years from the date on which the right of the User to access the Platform ceases for any reason whatsoever.

## **9. MISCELLANEOUS**

**9.1. Free service.** Kering Eyewear will not invoice any extra charge for the use and the access of the Platform, except otherwise agreed in writing. The User acknowledges that all costs relating to the use of the Platform by the User concerning, for example, hardware, software and all internet connection costs shall be entirely borne by the User.

**9.2. Applicable law.** These Terms and Conditions of Use shall be governed by and interpreted in accordance with Italian law.

**9.3. Miscellaneous.** These Terms and Conditions of Use represent the entire agreement between the parties with respect to the matters contemplated therein. Any clause of these Terms and Conditions of Use will be deemed as separate and independent from the others. Any clause null,

void or ineffective will not affect the validity and the enforceability of other clauses of these Terms and Conditions of Use.