

## ufirst Terms and Condition

Version of January 1<sup>st</sup>, 2019

The following Terms and Conditions (hereinafter “**Terms**”) regulate the use of the “ufirst” platform through the website [www.ufirst.com](http://www.ufirst.com) and/or through its computer application for mobile devices.

The following Terms constitute a binding agreement between each registered user to ufirst (hereinafter the “**User**” or “**You**” or “**Your/s**”) and U-First s.r.l., whose registered office is located in Via Giovanni Amendola no. 46 - 00185 Rome - with a share capital of Euro 180,000.00 fully paid-in, registered in the Companies Register of Rome, with registration number and VAT number 12753241004, R.E.A. n° RM-1397673, travel and tourism agency license no. GR327984 released by Regione Lazio (hereafter, the “**Company**”).

### 1. DEFINITIONS

In addition to the terms and expressions that are defined elsewhere in the following Terms, we define:

- a) The “**App**” as the computer application named “ufirst” owned by U-First s.r.l., which allows the User to get a Ticket and/or to purchase a Fast Pass so as to obtain the rights incorporated therein;
- b) The “**Fast Pass**” as a document, in any form, which allows the Users to purchase priority passes entitling them to (i) gain priority in the access to the premises of companies participating in the “U-First” system or in the use of goods or services supplied by such companies, (ii) use services offered by such companies in relation to which a prior reservation is required, as specified from time to time on the Website, on the App and on the Pass, or (iii) use the services and goods of the Operator;
- c) An “**Operator**” as any company participating to the ufirst system, where a Ticket is needed and/or a Fast Pass can be used. The Operator is specifically identified each time when the getting of a Ticket and/or during the purchasing phase of the Fast Pass on the Website and/or on the App;
- d) A “**Ticket**” as a document, in any form, which allows the Users to (i) gain their own turn to the premises of Operators, check the real time queue status, remotely get and stand in line and receive real time notifications on queue status, or (ii) book an appointment and/or a service offered by Operators on a certain date and at a certain time;
- e) “**Website**” as [www.ufirst.com](http://www.ufirst.com) owned by the Company.

### 2. SUBJECT

2.1 By accepting the following Terms, You are authorized to use the Website and/or the App in order to get a Ticket and/or purchase one or more Fast Passes through the App and, if technically allowed by the Company, through the Website, within the limits and in compliance with the Terms.

2.2 By getting a Ticket and/or purchasing a Fast Pass on the Website and/or on App, You (i) undertake to pay to the Company the amount that is indicated each time on the Website and/or on ufirst, through the payment modalities permitted by the Company and chosen by You and (ii) obtain the specific rights conferred by the Ticket and/or the Fast Pass, as each time specified on the Website and/or on ufirst and/or on the Ticket and/or the Fast Pass itself.

2.3 You recognize and accept that:

- a) the Ticket exclusively confers the possibility to gain their own turn and/or book an appointment to the premises of Operators on the Users;

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- b) unless otherwise specified, the Fast Pass confers priority and reservation rights but it does not guarantee in anyway the effective possibility of entering to the premises of the Operator and/or using the goods and services supplied by the Operator, as this possibility is exclusively subject to the authorization of the Operator, also with respect to Your compliance with the terms, conditions, regulations and policies applied and practiced by the Operator itself to its public or customer base;
- c) where specifically indicated on ufirst and/or on the Website, in the “Notes” or “Description” or “Information” section, the Fast Pass may also constitute a valid access ticket which allows the User to have access to the premises of the Operator and/or to use the goods and services of the Operator, without prejudice to the terms, conditions, regulations and policies applied and practiced by the Operator itself to its public or customer base;
- d) the purchase of the Fast Pass confers to the User exclusively the rights incorporated therein, being understood that, unless otherwise stated, the User will have to pay the expected amounts, if any, owed to the Operator and therefore, in such case, the amounts paid by You to the Company for the purchase of a Fast Pass are to be added to the amount owed to the Operator by You and shall not replace it;
- e) the use of the Ticket and of the Fast Pass is subjected to specific terms and conditions, as well as to the specific limitations of use that are published on the Website and/or on ufirst from time to time, also through a so-called pop-up (hereinafter the “Notes” or “Description” or “Information”) or through push notifications or through e-mail, that You accept and undertake to comply with.

2.4 You undertake to comply with any primary or secondary legislation that is applicable to the use of the Ticket and/or the Fast Pass and undertake not to make any use of ufirst, both direct or indirect, that results in breach of any law, of the Terms or which can be detrimental to third parties.

### **3. REPRESENTATION AND WARRANTIES OF THE USER**

3.1 You represent and warrant:

- a) to be able to legitimately accept the Terms and use ufirst according to the relevant applicable law;
- b) that the personal data and other information communicated to the Company during Your registration on the Website and/or on the App or, in general, within the context of the use of ufirst, are correct, truthful, and updated; the Company holds the right to verify in any moment and in any way the provided information, also by asking You all eligible documentation. Furthermore, in case of violation of the present art. 3.1b), the Company may close or suspend Your account;
- c) to use personally Your account on ufirst, thus preventing its use by third parties;
- d) that the use of ufirst, of the Tickets and of the Fast Passes is permitted by the relevant laws which are applicable, from time to time, to You. Furthermore, You represent and warrant that You are not subjected to any kind of restriction or action that prohibits or limits the use of ufirst, of the Tickets and of the Fast Passes in any jurisdiction;
- e) that, while using ufirst and/or any other platform owned by the Company, whether managed by the same or by other third parties, You shall not use, publish, or submit any material (A) which is in violation of the applicable law, which could result in the violation any third party right or which is libelous against the Company or which violates any of its rights and/or (B) that might be obscene, offensive, violent, libelous, personal dignity damaging and could potentially, as a mere example but without limitation, claim to the inferiority or superiority of a certain race, population or culture despite to

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another, contain racist assertions, crime defenses against humanity, incitements to hate and violence, sexually explicit contents, harassments and threats, information or messages that incite to illegal activities or that could cause prejudice to third parties; exhortations to dangerous attitudes or risk of emulation by under ages, exhortations to use drugs, mistreat animals, occult messages, promotional subliminal messages; inappropriate images for under ages.

#### **4. REGISTRATION TO UFIRST**

4.1 The User acknowledges and accepts that in order to freely get a Ticket and/or purchase a Fast Pass it is necessary to register to ufirst by creating an account on the Website and/or on the App, as required by the Company and fill in the data required in the specific registration form. The registration to ufirst is completely free from charge, being understood that You shall bear all costs related to the use of the internet for the access to ufirst, according to the tariffs, terms and conditions of Your Internet provider.

4.2 The creation of the account is subjected to Your prior full and unconditional acceptance of the Terms. This can be done by selecting and clicking on the specific box requesting the acceptance of the Term on the Website and/or on the App. The Terms can be agreed upon either in Italian, in English or in any other language available on the Website and/or on the App. The Terms are available for download in PDF format. You undertake to save a copy thereof on your own device.

4.3 During the registration process on the Website and/or on the App, You shall indicate your user name, email address and, if required, telephone number, gender and date of birth, and choose a password. The password shall include at least 8 characters and shall comply with the criteria specified on the Website and/or on the App. Alternatively You can use your Facebook credentials by clicking on the button in order to finalize the registration process on the App or the Website. You undertake to ensure the confidentiality of the password associated to Your account and You are responsible of all actions carried out through the said account. You are liable for all unauthorized uses of the said account. You accept to promptly notify the Company, in writing, should any unauthorized use of the password or violation of its security occur. To the maximum extent permitted by the applicable law, the Company shall not be liable for any loss or damage due to the fact that You did not secure properly your password nor notified to the Company its loss or theft and You shall indemnify and hold harmless the Company or the Operator(s) from any loss and/or damage deriving from an unauthorized use of Your account.

4.4 Once registration fields have been filled-in, the Company will send through e-mail a request to validate the User's email address. After the email address' validation, the registration process on the Website and/or on the App will be successfully completed. The Company shall keep track, in any form whatsoever, of the Terms that You have accepted, and You may, at any time, request a copy by contacting the Company in the modalities specified in section 17.

4.5 In order to use the App, You have to download the App from the Website and/or from the so called "App Store" that distribute the App, as each time authorized by the Company, and allow the installation of the App on Your device. The download and installation of the App is completely free, except for specific cases, when a payment is specifically required by the Company and communicated each time to the User. The purchase of a Fast Pass through the App entails an obligation for the User to pay the relevant price to the Company.

4.6 The User undertakes to: (i) verify that the technical specifications of the App are consistent with the ones of his/her device; (ii) update the App when required; (iii) not to modify the App and/or use any software that might interfere with the correct functioning of the App. To the extent permitted by law, the

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Company shall in no way be liable *vis à vis* the User for any use of the App and/or the Website which is in violation of the Terms.

4.7 The User may request the deletion of his account by sending an email to [support@ufirst.com](mailto:support@ufirst.com) from the email address indicated during the registration process. After the deletion of the account the User will lose his/her possibility to access the services and features of the App and/or the Website.

## 5. GET A TICKET

5.1 The User may get one or more Tickets to gain his/her own turn with at one or more Points through the App and/or, where expressly provided for by the Company, also in the Website. The App and/or the Website and/or the Ticket will contain all information concerning the Point, including, but not limited to, the address of the Operator, the real time queue status. By getting a Ticket, the User may check the status of his/her turn and will receive push notifications, which will inform him/her on queue status so that the User can go to the Point he/she chose when is time for him/her to be served.

5.2 Where provided for by ufirst, the User may get one or more Tickets to book an appointment and/or a service offered by Operators on a certain date and at a certain time. In this case as well, the App and/or the Website and/or the Ticket will contain all information concerning the Point, including, but not limited to, the address of the Operator. After getting one or more Tickets, the User will receive push notifications, which will inform him/her on appointment status and any changes that may occur.

## 6. PURCHASE OF THE FAST PASS

6.1 The Fast Pass will be offered for purchase by the Company through the App and/or, where expressly provided for by the Company, also in the Website. The App and/or the Website and/or the Fast Pass will contain all information concerning the Fast Pass and the special conditions applicable thereto, including the limitation of use applicable to the Fast Pass and its expiration time. By confirming the purchase of the Fast Pass, the User declares and acknowledges and expressly accepts such special conditions and limitations of use.

6.2 During the purchase process of a Fast Pass, You shall select a payment method between the ones allowed by the Company: credit and debit card (Mastercard, Visa, American Express, Discover and Maestro) or PayPal. The payment method chosen by the User on his/her first purchase on the Website or the App will be preset as the User's favorite payment method, without prejudice to the possibility for the User to choose a different payment method before making a new purchase. The User acknowledges and agrees that the payment is managed by third parties authorized intermediates and that, therefore, the Company may not collect nor process any data concerning the credit card used by the User, with the exception of the credit card's expiration date. The Company will use this information when communicating to the User that his/her impossibility to purchase the Fast Pass is due to the expiry of the credit card. The User warrants to be the legitimate holder or user of the credit card indicated during the purchase order and that such credit card is valid and has sufficient money in it. If the credit card is not accepted by these third parties authorized intermediates or does not have sufficient money, it will not be possible to proceed with the purchase of the Fast Pass and the User shall use a different payment method.

6.3 The Company may distribute alphanumeric promotional codes in paper and/or electronic form (so-called "**Promo-code**"), whose value can be predetermined or expressed as a percentage. The User can insert the Promo-code in the relevant section on the App and/or Website "Insert Promo-code" or

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other similar wording (in the settings or at the checkout page). The User acknowledges and agrees that (i) each Promo-code may be used within the limits and according to the conditions indicated by the Company and only during the validity period indicated on the same or communicated by the Company through any other mean deemed appropriate, and which, after this term, the latter must be considered expired and can no longer be used; (ii) each Promo-code is valid for a single use and within the limits of its value, it being understood that if the price of the Pass is expressed in a currency other than that of the Promo-code, the value of the latter will vary in line with the conversion rate updated to the day before the use of the Promo-code; and (iii) it is absolutely forbidden to sell the Promo-code in change of a consideration.

6.4 The Company may distribute the so-called “**Free Credit**”, in paper and/or electronic form, whose value is predetermined. The User can insert the Free Credit in the relevant section on the App and/or Website "Insert Promo-code" or other similar wording (in the settings or at the checkout page). The User acknowledges and agrees that (i) the Free Credit may be used only during the period of validity indicated on the same or communicated by the Company through any mean deemed appropriate, and that, after this term, the Free Credit shall be considered expired and it cannot be used anymore; (ii) Free Credit may be used until its value is exhausted; and (iii) it is absolutely forbidden to sell the Free Credit in change of a consideration.

6.5 The User shall confirm its intention to purchase the selected Fast Pass by clicking on the relevant button on the App and/or on the Website indicating the wording “Checkout” or other similar wording. Once the User has clicked on such button, the purchase of the Fast Pass is final, and the Company is expressly authorized to receive the payment. The effective purchase of the Fast Pass, however, depends on the effective payment of the amount due to the Company for the purchase of a Fast Pass through the selected payment method. If the service requested by the User is subject to check availability by the Operator, as indicated in the section entitled “Information” and / or “Notes” and / or “Description”, the purchase shall only be completed after the User receives a notification, by push notification or email, communicating the availability of the requested service. This notification will be sent to the User by email within the term indicated in the "Information" and / or "Notes" and / or "Description".

6.6 Once the User has succeeded in the purchase of a Fast Pass, the Company will send him/her an email confirming the purchase. Such email shall contain a link to these Terms, a sum up of the special conditions and the limitations of use of the Fast Pass. The Company either directly or indirectly through third parties will send to the User, solely via email at the address that the User has indicated during the registration process, a payment receipt or, if required by the relevant law, the invoice. The User acknowledges and accepts that the Company may deliver the invoice or payment receipt within 30 days from the purchase of the Fast Pass by the User.

6.7 The purchased Fast Pass will be delivered to the User, without any delivery cost, only through electronic means, via the App and/or the Website and through a so called “QR Code”, i.e. a barcode and/or other type of code that the User has to show to the Operator or its employees on his/her device in order to be able to use the rights entailed in the Fast Pass. Alternatively, where expressly required, the User may print the Fast Pass he/she has received through email and show it to the Operator on paper support with a high definition so to allow the code to be read. If the User has not been able to use the Fast Pass within its validity time-period due to an insufficient or low definition, the User shall not have any right to obtain the reimbursement of the price paid for the purchase of the Fast Pass.

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6.8 The User acknowledges and accepts his/her personal data might be communicated to the Operator and/or to third parties that act on behalf of the Operator and/or third suppliers that the Company engages to provide the Service, in order to benefit of the rights enclosed in the Fast Pass also according to the nature of the good and services offered by the Operator, and to comply with the relevant law.

6.9 The Users acknowledges and accepts that the Company, at its own discretion, shall establish the price of each Fast Pass, also based on pre-settled algorithms. The algorithms will take into account the level of demand for the obtainment of a priority right or for making a reservation in a specific place and at a specific time. This implies that the price of each Fast Pass, as shown on the Website and/or the App, may be subject to real-time variations. The User undertakes to purchase a Fast Pass that grants priority rights only after having personally observed the level of the public demand and the effective queue at the Operator's priority line. By purchasing a Fast Pass, the User declares that the price he has accepted to pay to the Company, and the validity time of the Fast Pass indicated in article 7.3 below are appropriate with respect to the level of the public demand and the queue at the specific Point. In view of this dynamic mechanism of fluctuation of the price of the Fast Passes, the User acknowledges and accepts that, in case of failure to purchase the Fast Pass, for any reason (by way of example, lack of money on the credit/debit card used for the purchase of Passes, Internet connection failure, etc.), the User shall proceed with a new purchase order, accepting and recognizing that the price of the Fast Pass may be significantly varied.

6.10 The User acknowledges and accepts that in order to use the full functionality of ufirst and to purchase the Fast Passes, it is advisable to activate the geo-location function, which will allow the Company to identify the location of the User and display, in real time, the Operators that are close to the User's position at that particular time and before which the User may purchase a Fast Pass. This implies that, in the event the geo-location function is disabled, the possibility of using the App and/or the Website may not be optimal.

## **7. USE OF THE TICKETS AND FAST PASSES**

7.1 The User has the right to use the Tickets and/or the Fast Pass solely before the Operator and in the specific access point indicated in the Tickets and/or the Fast Pass (so called "**Point**"), within the limits and the information showed on the Website and/or on the App during the purchase process, including the special condition and the limitations of use applicable to the Tickets and/or the Fast Pass, including the special conditions and information displayed on the Tickets and/or the Fast Pass.

7.2 The User Acknowledges and accepts that:

- a) the priority or preference channel through which the User may have access when holding a Fast Pass, is managed solely by the Operator and is subject to the terms and conditions applied by the Operator on an ordinary basis to its public or customer base;
- b) with reference to those Fast Passes which confer priority rights, the Company does not warrant that the priority or preference channel that is used by the Operator for the U-First's Users is uniquely dedicated to the latter and, therefore the User expressly accepts that he/she may share such channel with other U-First's users as well as with other persons holding a different priority right purchased or in any way acquired by the Operator or by a third party, independently from U-First;
- c) by using a Fast Pass that grants a priority right, the User may not be the very first one in the relevant queue nor cover a specific position in the queue in the priority or preference channel of the Operator, as the Fast Pass only grants the right to gain access to such channels without any order of preference;

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d) by using a Fast Pass that grants a priority right, the User is granted only an access to the priority channels without any warranty that such priority channel will permit a faster access compared to the ordinary access channel that, at the moment of the purchase of the Pass, may have a shorter and faster queue. Therefore, the User has to evaluate each time, on the basis of the real circumstances, the convenience of the purchase of the Fast Pass, in order to have access to the priority channels instead of the ordinary channels.

7.3 You acknowledge and accept that each Ticket and/or the Fast Pass may be used only within the validity time period indicated on the Website and/or on the App once the Fast Pass has been purchased, where applicable, and that once the Fast Pass has expired without it being used and showed to the Operator, it may not be used anymore. Therefore, the Operator may legitimately refuse to accept the expired Pass without the Company or the Operator having to incur in any liability vis-à-vis the User.

7.4 If the User purchase a Tickets and/or the Fast Pass entailing a priority right, he/she undertakes to show up at the specific location and at the specific Point indicated during the purchase on the Website and/or on the App and displayed on the Tickets and/or the Fast Pass, within the reservation time. The Company may communicate to the Operator the name and the last name of the User in order to finalize the reservation. The consequences of the no-show or delay at the specific reservation time will be disciplined in the special conditions and limitations of use accepted by the User. The User acknowledges and accepts that:

e) the Notes may provide for an obligation to pay to the Company a penalty, whose amount shall be specified during the purchase process, in case of no-show at the location, at the Point and at the specific reservation time. Should the penalty apply, it shall be debited by the Company on the credit card used by the User for the purchase of the Fast Pass;

f) where expressly provided for in the Notes, during the purchase of the Fast Pass, it may be required for the User to pay a reservation fee. The Company shall keep the fee on behalf of the Operator, through the same payment method used by the User for the purchase of the Fast Pass. Should the User not show up at the Point on the specific date and time indicated on the Notes and/or the Fast Pass, therefore violating its obligation to show up, the Company may terminate the underlying contract and keep the reservation fee on behalf of the Operator. Should the User be compliant with its obligation to show up at the Point, the Company may decide, at its own discretion, either to compensate the reservation fee with the amount due by the User to the Operator for the use by the latter of its good and/or services or to credit the reservation fee on the credit card used by the User for the purchase of the Fast Pass, according to the terms and conditions set forth by the credit card issuer. Should the Operator not be compliant with its obligations, the User may terminate the underlying contract and ask for twice the amount of the reservation fee.

7.5 In the event the Fast Pass constitutes a valid access ticket in order to enter to the premises of the Operator and/or to use the goods and services of the Operator, the User acknowledges and accepts that, where expressly provided for in the Notes and/or the Fast Pass, it may be required to go to the ticket office for the necessary checks. By way of example, the Operator's personnel involved in the ticketing operations may: (i) require an identification document, where certain personal requirements are needed to be checked; (ii) convert the code in a paper ticket, where the Operator has not an electronic reading system for 2-dimensional bar codes; and (iii), more generally, be compliant with regard to the Operator's policies.

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7.6 The Tickets and/or the Fast Pass may not be freely assigned by the Users nor for consideration nor free of charge.

7.7 If on ufirst is present a function such as “Invite a friend”, the User may indicate a friend’s email address in order to invite him to download the App and register to ufirst. Once the User has inserted the email address, the Company will send the invited friend an email message containing also the identification details (name, last name, email address) of the person that has invited him/her.

7.8 By using the function “Invite a friend” or other similar functions on the App and/or the Website, the User declares and warrants: (i) that he/she has obtained a prior, free and informed consent of the friend to the communication of his/her email address to the Company in order to receive the invitation; (ii) that he/she submitted to the friend a copy of the ufirst Privacy Policy, informing such third party that his/her personal data will be processed by the Company only in order to send the invitation. The User shall hold harmless and indemnify the Company from any damage, cost, expense and liability that the latter may incur in, due to legal actions for damage claim brought up by the friend on the basis that the Company has processed the personal data of such third party without its prior consent.

## **8. LIABILITY**

8.1 The User acknowledges and accepts that the Company is not the subject providing the good or services in relation to which the Ticket and/or the Fast Pass grants priority or reservation rights and that, therefore, the Company shall in no case be liable vis-à-vis the User for mis-provision or failure to provide the goods and/or services, as well as for any other damage, cost, burden or expense sustained by the User and caused by the supply of the abovementioned goods or services by the Operator and/or in any way related to it, being the Operator the only contractual party of the User in relation to the provision of the abovementioned goods or services. Furthermore, the Company is not liable in any way for failure to perform or partial performance of its obligations by virtue of force majeure such as, including but not limited to: acts of the State and the Public Administration, acts by Public Authorities, limitations due to legal provisions, fires, floods, explosions, popular mobilizations, riots, strikes, industrial sabotage, lack of primary resources, lack of electricity, interruptions of telephone lines, lack of oil fuels and others (together, “**Force Majeure**”).

8.2 With the exception of gross negligence, willful misconduct, death or physical damage to the User, as well as damages deriving from the Company’s breach of public order regulations, to the extent permitted by the Legislative Decree no. 206/2005, where the User acts as a consumer, the provisions of which shall prevail in any case over what is prescribed by this clause 8.2: (i) in no case shall the Company be liable with respect to the User for loss of profit, potential damages or loss of opportunity, or other similar forms of damages deriving from the Company’s breach of these Terms; and (ii) the total maximum liability which the Company may in whatever way accrue with respect to the User deriving from the Company’s breach of these Terms or otherwise related to the latter, shall not, in any case, exceed the value of the fees paid by the User to the Company in the 12 (twelve) months preceding the event which caused the damage.

8.3 When acting as travel and tourism agency, under the applicable law, the Company is insured by the policy no. 2018/03/2319705 issued by Reale Mutua.

## **9. WITHDRAWAL FROM A SINGLE PURCHASE AND REIMBURSEMENT**

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9.1 The User acknowledges and accepts that, in accordance with sections 47 and 59 of the Legislative Decree no. 206/2005 (the “Consumer’s Code”), he/she may not withdraw from the purchase of the Fast Pass, unless otherwise required by the applicable law or regulation or provided for in the policy or terms and conditions applied by the Operator and made available to the User on ufirst.

9.2 The User acknowledges and accepts that he/she may not obtain, in any case, a reimbursement of the fee paid to the Company for a Fast Pass which has expired. Nevertheless, if the Fast Pass has expired due to: (i) malfunctioning of ufirst, not attributable to the User or the device used by the latter; (ii) gross negligence or willful misconduct of the Operator’s staff in charge of the validation of the Fast Passes; (iii) Force Majeure; the User may request a reimbursement for the purchased Fast Pass which has expired, sending an email to [support@ufirst.com](mailto:support@ufirst.com), specifying the reasons for the request. Should the reimbursement request be accepted by the Company, the latter shall issue a coupon to be used by the User through ufirst, of the same amount as that of the expired Fast Pass. Alternatively, upon express written request by the User, the reimbursement may be performed in cash, through a bank transfer directly to the User’s credit card account, within the time period required by the credit card issuer.

## **10. PRIVACY**

10.1 The Company shall process the User’s personal data in accordance with the scope and modalities specified in the Privacy Policy for the Users of ufirst.

10.2 By accessing its personal profile on ufirst, the User may, at any time, correct, rectify or update its personal data.

## **11. INTELLECTUAL PROPERTY**

11.1 The Website (including its contents and its graphics), the App (including its contents and its graphics), the ufirst system, the “U-First” trademark, the name and the “ufirst.com” domain and all intellectual property rights relating to the above, are the exclusive property of the Company or its licensees, being exclusively reserved for their use and are not and shall not in any case be transferred to the User.

11.2 The Company gives personal license to the User, which is limited, non-exclusive, non-transferable, not permitting of any sub-licensing, free and revocable, to install and use the App exclusively for the purposes of performing the present Terms. To the extent permitted by law, the User commits and warrants to not reproduce, duplicate, copy, sell, transfer, use for commercial purposes, modify, de-code, disassemble, all or in part, the App and/or the Website and/or ufirst or create systems deriving from the latter, or attempt to access their source codes in any way.

11.3 By installing the App, the User acknowledges and accepts that the App will be installed on its device and that the Company may access, store and process the User’s personal data and any other content relating to the use of the App, if required by law or if such activities are necessary for the performance of these Terms. The User acknowledges and accepts that ufirst IT systems may be physically placed in countries outside of the European Economic Area, in accordance with the applicable privacy law provisions.

11.4 The User acknowledges and accepts that the App and/or the Website may automatically report data relating to diagnostics and automatically download software updates in order to update, improve and further develop the ufirst system, including the availability and correction of bugs, patches, advanced functions, plug-ins and new versions. The App, the Website and ufirst are provided “as they are”, and they

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may not be available or may not function properly. The Company does not warrant or guarantee in any way the quality, the functioning, the availability or the performance of the App, the Website or ufirst, or of any other content or service accessible through any of the aforementioned.

## **12. DURATION, SUSPENSION AND SEVERABILITY CLAUSE**

12.1 The present Terms are effective indeterminately, without limitation as to duration, being understood that any Party may terminate this agreement at any time, providing the other Party with written notice. For the avoidance of doubt, it is nonetheless understood that, in the case of termination by the User, such termination shall have no effect in relation to the Fast Passes already purchased by the User prior to the effective date of the termination and shall continue to be regulated by the Terms until the complete performance of the Parties' obligations in relation to such Fast Passes. The closing by a User of its account on the website or the App shall be interpreted as an exercise of that Users right of termination. The closing by the Company of its account on the website or the App shall be interpreted as an exercise of the Company's right of termination.

12.2 The User acknowledges and accepts that the Company does not warrant in any way that ufirst and the access to the App and/or the Website shall be available. Accordingly, the Company reserves its right to suspend or interrupt permanently, at any time, the ufirst business and/or the access to the App and/or to the Website, also by suspending or deleting the User's account, without the obligation to notify the User of such occurrence, without prejudice to the rights acquired by the User in relation to the Tickets reserved and/or the Fast Passes purchased prior to the suspension or the end of ufirst's business.

The following sections of the Terms shall remain valid and in force even after these Terms are no longer effective, namely: section 3.1; section 8; section 11.1; section 14; section 17.

## **13. TERMINATION**

13.1 Pursuant to section 1456 of the Italian Civil Code, the Company may terminate these Terms, with immediate effect, by way of written notice to the User, if the User breaches one of the following provisions: section 2.4; section 3; section 4.3; section 11.2. It being understood that such termination shall be without prejudice to any potential claim for damages the Company may be entitled to.

## **14. APPLICABLE LAW AND FORUM SELECTION**

14.1 These Terms are entirely regulated by Italian law.

14.2 Any controversy which may arise between the Parties in relation to the validity, interpretation, performance and/or termination of these Terms and/or in any way relating to these Terms, shall be the exclusive competence of the Courts of Rome, with the exclusion of any other forum, whether substitutive or alternative. Notwithstanding the above, where the User acts as a "consumer", in accordance with the European Directive 2011/83/UE, the competent forum shall be that of the place where the User is resident or its elected domicile within the Italian territory. The User acting as a consumer hereby agrees to examine the provisions of the Title III (Contractual Modalities), Section I (The rights of consumers in contract) of the Legislative Decree no. 206/2005.

14.3 The Company informs You that the European Commission has provided for a platform that allows You to reach an online out-of-court settlement of any dispute that might arise under these Terms. You can access the platform at: <http://ec.europa.eu/consumers/odr/>.

### **U-First S.r.l.**

Via Giovanni Amendola 46, 00185 Roma

06 87 81 1672 | [info@ufirst.com](mailto:info@ufirst.com) | [ufirst.com](http://ufirst.com) | P.I. 12753241004

## 15. AMENDMENTS

15.1 The Company reserves the right to update and amend these Terms at any time. In such case, the Company shall inform Users of the occurred modifications directly on the Website and/or App or through a notice to the User to be done at the email address provided during the registration to ufirst. By accepting the amendments to the Terms as notified on the Website and/or the App, or by continuing to use ufirst after having received the email notifying the amendments to the Terms, the User declares to accept such amendments. In any case, the amendments to the Terms shall only be effective in relation to the Passes purchased by the User after their notification date. It remains understood that the User shall have the right to terminate these Terms, in accordance with section 12.1 above, should he/she not accept the amendments to the Terms.

## 16. ASSIGNMENT AND SUBCONTRACT

16.1 The User acknowledges and accept that the Company may assign all or part of these Terms to third parties and it may subcontract their performance to third parties, in whole or in part.

## 17. NOTICE AND COMPLAINTS

17.1 Any notice from one Party to the other in pursuance of these Terms shall be performed via email, fax or registered mail to the following addresses:

- a) for the Company: Via Giovanni Amendola 46, 00185 Rome (Italy); [support@ufirst.com](mailto:support@ufirst.com); fax +39 0687811673;
- b) for the User: to the address or email communicated to the Company upon registration to ufirst, as modified and updated from time to time by the User through its personal area on the Website and/or the App.

The User may lodge complaints by sending a registered mail to the Company's address or by sending an email to [support@ufirst.com](mailto:support@ufirst.com). The Company shall reply to any complaint lodged by Users within 10 (ten) working days.

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