

## **CONDITIONS OF LICENSE AND USE OF THE APPLICATION "LOOKUP"**

This license agreement is an agreement between the User ("the User") and Lookup S.r.l. with registered office in via Guglielmo Marconi 1D, 24020 Gorle (hereinafter referred to as "Lookup" or the "Licensor").

Lookup and the User are also jointly referred to as "Parties".

The User is requested to carefully read these Conditions as they govern the use by the User of the "LOOKUP" App.

The selection of the "ACCEPT" button and, in any case, the download, installation and / or use of the "LOOKUP" App by the User constitutes express acceptance of these Conditions. In the event that the User does not accept the Conditions, he must refrain from selecting the "ACCEPT" button and from installing, accessing, or otherwise using any part of the "LOOKUP" App.

### **Summary**

#### **CONDITIONS OF LICENSE AND USE OF THE "LOOKUP" APPLICATION**

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#### **1) Subject of the agreement - conditions of use**

The use by the User of the "LOOKUP" Application is subject to these license conditions (hereinafter the "Conditions") that the User is required to accept in order to use the "LOOKUP" Application which allows the User, through its installation on a mobile device (by way of example smartphone / tablet), to register and use all the features of the "LOOKUP" App (including, by way of example, play, accumulate points, receive vouchers and discounts, view special offers from business partners, etc., possibly make in-app purchases.).

Lookup reserves the right to activate, at its discretion, new features and / or competitions or prize operations for commercial partners. In this case, participation in the game is subject to compliance with the Game Rules and competitions and prize operations are subject to Italian law. The "LOOKUP" app will contain the authorization details of the various competitions and prize operations.

Lookup reserves the right, at its sole discretion, to activate points accumulation mechanisms (regardless of the name with which they are identified, for example "UP" or "tokens" or other)

while using the "LOOKUP" App, according to the conditions highlighted to the User from time to time. The achievement of certain thresholds of points, not related to either risk or ability, together with the fulfillment of the conditions placed on the User (by way of example extended consents, activation of geolocation, provision of data on the occasion of the completion of some areas of the profile, access to the App for a number of days, number of games played, achievements not dependent on skill, referral codes communicated by friends, pages, influencers, etc., invitation to the app for friends, use of a discount from commercial partners, completion of questionnaires, etc.), may allow the User access to particular forms of commercial promotion, discounts, etc. through the points, according to the quantities established in the "LOOKUP" App, the User will be able to generate discounts, coupons or access incentive features for digital awareness and the digital detox theme.

The points cannot be purchased, exchanged or sold for any reason and are subject to the deadline set in the "LOOKUP" App. After the expiration they will be lost without the right to any compensation for the User.

Lookup has taken every care to ensure that the "LOOKUP" App is free from defects but is not responsible for any malfunctions or problems inherent to them. The "LOOKUP" App is free (however it may have "in app purchase" or "in app purchase" systems). At the time of installation, the widget also has the "Push Notifications" function active, i.e. the ability to always send notifications / messages to the users' phone to warn of news in the App or promotional messages from Sponsors or partners commercial. Each User through the "Settings" function can modify or exclude this functionality of the App.

## **2) Online shopping and limitation of liability**

In the "LOOKUP" App, the User will have the opportunity to make online purchases (through an online payment platform such as Stripe.com) of vouchers from commercial partners and promotions that offer offline products or services where physical presence is required of the User to redeem them.

Lookup is limited to the resale of the third-party voucher and is not responsible for the fulfillment of the third party in the delivery of the goods or in the provision of the services to which the voucher entitles. Its liability is limited to the consideration received. In no case is he liable for the performance promised by the third party and represented by the purchase voucher or equivalent.

## **3) Grant of License**

The User is allowed to download and register for the "LOOKUP" App provided that:

- Both a natural person acting as a private individual, over the age of 14, and in possession of the capacity to act.
- You are a citizen of an EU member state.
- Have a residence in Italy.

Subject to compliance by the User with the Conditions, the Licensor grants the User the limited, non-sublicensable, personal, non-exclusive, revocable and non-transferable license (hereinafter referred to as the "License") to use the "LOOKUP" App only purpose of registering and using the "LOOKUP" App. The User may use the "LOOKUP" App only on a mobile device.

The rights of use granted under this License are licensed and not sold or transferred to the User. In case of death and / or loss of the User's requirements, for any reason, neither the license, nor the rights on the ranking in the game nor on any prizes won and not yet assigned, will be transferred to third parties but will be canceled, with assignment any prizes to other players according to the game rules.

#### **4) Obligations and Prohibitions for the User**

Without prejudice to the generality of the reservation of rights referred to in Article 3, the User is, in particular, prohibited from:

- a) use the "LOOKUP" App for commercial purposes or for purposes other than personal purposes and as expressly permitted in these Conditions;
- b) modify, adapt, translate, transmit, publish, transcode, decompile or disassemble the App in whole or in part, or to otherwise submit the "LOOKUP" App to other processes of analysis of its code and its logical structure (cd "Reverse engineering"), except as expressly provided for by mandatory provisions of law;
- c) incorporate and / or connect the "LOOKUP" App, in whole or in part, in / with other programs whose use and / or distribution license is conditional on the disclosure and / or distribution of the relative source code to third parties and / or the granting of modification rights to third parties, in such a way as to make the "LOOKUP" App also subject to such license conditions;
- d) transfer, lend, lease, rent, sub-license, sell, distribute, make available or otherwise transfer the "LOOKUP" App in whole or in part to third parties or allow its use by third parties;
- e) remove or in any way cancel the "LOOKUP" App, any trademark, trade name, or other notation of reservation of rights affixed or contained therein;
- f) develop products or software applications based on the "LOOKUP" App or that make use of them in any way;
- g) use the "LOOKUP" App to develop or spread computer viruses, malware or similar applications;
- h) export the "LOOKUP" App or parts of it in violation of export control laws.

The download of the "LOOKUP" App may be subject to the payment of connection costs for navigation traffic, according to the User's rate profile.

The User acknowledges and agrees that the "LOOKUP" App contains secret information of Lookup and / or its assignors, including, by way of example, the relative source and object codes of the "LOOKUP" App, any information on the codes and / or on the logical structure of the "LOOKUP" App and / or on the techniques, on the methodologies incorporated therein or on which it is based

and, without prejudice to the prohibitions of point (b) above, the User undertakes to keep secret and not to disclose such information and contents to third parties, without the prior written consent of "LOOKUP".

#### **5) Reservation of rights**

The "LOOKUP" App provided to the User and any improvement, modified version or update made available by the Licensor, as well as the related copyrights and any other intellectual or industrial property rights, are the exclusive property of the Licensor and / or its assignors.

The User declares and acknowledges that the logos, symbols identifying the "LOOKUP" App and the related trademark and copyright rights are the exclusive property of the Licensor and / or its assignors and that the "LOOKUP" App may contain and / or be distinguished by such trademarks and distinctive signs that are owned by the Licensor and / or its assignors and any use of the same without the written consent of the Licensor and / or its assignors is not permitted. The User does not obtain, due to these Conditions or for any other reason, any rights in relation to these trademarks and distinctive signs.

The User does not acquire any title or right on the "LOOKUP" App with the exception of the License expressly granted in art. 1 subject to the User's compliance with the Conditions.

#### **6) Guarantees – Liability**

The "LOOKUP" App is made available and licensed to the User "as it is".

Without prejudice to the mandatory provisions of law, the Licensor and / or its assignors do not give any guarantee on the "LOOKUP" App, expressly exclude all guarantees, implicit and explicit and decline any responsibility towards the User and / or third parties for direct, indirect or any other kind of damage, however originated or derived from the "LOOKUP" App from its use or non-use.

Lookup will not be responsible for any interruption of services, connectivity, servers, etc. not dependent on his will, even if of third parties with whom Lookup is in contractual relations. The User assumes all responsibility for direct and indirect damages, including to third parties, that may arise to Lookup Srl from the illegal use that the User himself makes of the "LOOKUP" App.

#### **7) Indemnify**

The User agrees to indemnify and hold Lookup and its subsidiaries and affiliates harmless, partners and sponsors, their managers and employees from any claim for damage or dispute that may be advanced against them by third parties due to the use of the 'App "LOOKUP" by the User for purposes other than those permitted with this license and in violation of any law.

#### **8) Duration – Withdrawal**

This License starts from the date on which the User installs the "LOOKUP" App on the mobile device by expressly accepting the Conditions and will remain in force until its termination, termination and / or withdrawal.

The User may terminate this contract at any time by interrupting the use of the "LOOKUP" App and uninstalling the App, it being understood that all applicable clauses of this contract will survive its termination for any cause.

It is noted that if the User has the desire to interrupt the communication via email regarding the service offered by the app "LOOKUP", the User must promptly communicate this will by sending an email to [info@welookup.it](mailto:info@welookup.it), with the subject "Mail interruption".

Upon termination of the License for any cause, the User must refrain from any further use of the "LOOKUP" App and must promptly destroy all complete or partial copies of the "LOOKUP" App in his possession or control where possible. The provisions relating to the Reservation of Rights, Confidentiality, Limitation of Liability and Applicable Law will survive the termination, for any reason, of this License.

### **9) Express Termination Clause**

This License shall be considered automatically terminated by law, pursuant to Article 1456 of the Italian Civil Code, in the event of non-fulfillment of even one of the obligations contained in Articles 2 (Obligations and Prohibitions for the User), 3 (Reservation of rights), 8 (Transfer), without prejudice to the Licensor's right to compensation for damage and to any other legal remedy, including the Licensor's right to suspend the functioning of the "LOOKUP" App in the event of such non-compliance.

### **10) Transfer**

The User acknowledges that neither this License nor any of its rights and / or obligations established by the Conditions may be transferred to third parties without the prior written consent of the Licensor.

9. Processing of personal data pursuant to EU Regulation 679/2016 and Privacy Code (Legislative Decree 196/2003).

The personal data of the User using the "LOOKUP" App will be processed by Lookup, as Data Controller, in compliance with EU Regulation 679/2016 and Legislative Decree 196/2003 (so-called "Privacy Code") and its subsequent amendments and additions in the manner and for the purposes indicated in the Privacy Policy provided in the attachment to this License.

### **11) Variations**

Unless otherwise established by Lookup and communicated in advance to the User, this License must be understood free of charge (without additional fees other than those provided for the connection service).

Lookup reserves the right to change these license conditions at any time and undertakes to notify the User of the aforementioned changes with indication of the effective date of the changes. This date must be at least 30 days later. compared to that of Lookup's communication.

If the User does not agree to accept the changes communicated, he will have the right to withdraw from this License by uninstalling the "LOOKUP" App before the effective date of the changes.

## **12) Jurisdiction**

For any dispute concerning this contract, the Court of Bergamo is competent.  
These Conditions are governed by Italian law.

I ACCEPT

Pursuant to and for the purposes of the articles. 1341 and 1342 of the Italian Civil Code, the User specifically approves the following clauses:

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