

TERMS OF SERVICE

Last Updated: October 7th, 2022

These terms of service (the “**General Terms**”) define the terms and conditions of use of the Maawi app, which include any Maawi website, software and related services, accessed via any platform or device (the “**Platform**”).

By accepting these General Terms, you are entering into an agreement with Maawi S.r.l. having its registered office in Vicolo Santa Maria alla Porta no. 1, 20123 Milano, C.F. e P. IVA n. 09559670964 (“**Maawi**” or “**we**”, “**us**”, “**our**”) with reference to the use of the Platform and its related services.

1. Introduction

Welcome to the Maawi Platform!

Before starting to use the Platform and before registering to it, as part of our fairness and transparency policy, we invite you to carefully read these General Terms which regulate the use of the Platform and the related services offered through it. These General Terms include any notice, legal notice, information or disclaimer published on the Platform.

Access, navigation and use of the Platform and its freely accessible features, constitutes express acceptance of the General Terms which do not require your registration to the Platform and therefore entails the obligation to respect them. In the event that you do not intend to accept the General Terms, we invite you not to use the Platform, nor its services.

2. The Platform

The Platform allows you and others to find, share, remind wishes, desirers and gifts and interact with other users. We also personalize your experience on the Platform in order to help you create, find and share wishes, desires and gifts that might be of interest to you or the people you care of.

We want the Platform to be a positive, inclusive and safe place and therefore we have implemented a set of measures, which include human moderation and reports from other users, in order to identify and combat abuses and breaches of our General Terms.

We are always working in order to improve the services provided through the Platform, develop and test new functionalities and features for a better, safer and more secure experience. This may include analyzing the data we have collected about you and the other users on how the Platform is used, or by conducting surveys, testing and troubleshooting new features.

Our **Privacy Policy** will give you all information on how we collect and use your data. This policy does not form part of this agreement, but it is an important document and we strongly recommend that you read it.

3. Your account

To access the full functionality and all features of the Platform, you have to register on the Platform and create an account.

Upon registration, you will have to provide some personal information (such as your name, your valid telephone number and your date of birth). By completing the registration process, you declare and guarantee that the personal information you provided to us are true, accurate and up-to-date. It will be your sole responsibility to update them in case of any changes.

Your personal account on the Platform will be accessible thanks to a password. It is important that you take reasonable steps to keep your password confidential.

You can delete your personal account on the Platform at any time, by following the relevant procedures available on your personal profile section. Please be aware that upon cancellation of your account, depending on your Platform settings, some of your content may still be available on the Platform (e.g. contents re-posted by other users).

4. Minimum age

You have to be at least 16 to use the Platform and its services. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these General Terms with you.

Creating an account with false information relating to your age or on behalf of someone under the minimum age is a violation of our General Terms. If you have reasonable suspect that you are underage, please be aware that we will terminate your account.

If you believe that we have information about someone younger than this, please contact us [here](#).

5. Your profile and shared contents

Once you have completed the registration process, you will have access to your personal profile page on the Platform and you can start using all features of the Platform. In particular, you can create, upload and share your wishes, comment to the posts and contents created and shared by other users or re-post their contents.

When you create, post or share contents on the Platform, either on your personal profile page or by adding comments to contents created by other users, it is important that you fully acknowledge and understand that you are responsible for each content that you share on the Platform and you should have all the rights needed to create, post or share content on the Platform.

At any time, you can decide to remove and cancel any content that you have created and/or posted on the Platform. Please be aware that we can also remove and cancel any your content in case we ascertain that it is in breach of these General Terms or if we reasonably believe that it causes harm to us or to other users or third parties. In such event, we will notify you beforehand and explain you our decision and relevant reasons, unless it is not appropriate for us to do so or we reasonably believe that doing so would cause damage to us, other users or other third parties, or we are legally prevented from doing so. You can always request us a second review by writing to us [here](#).

Depending on your Platform setting, the Platform permits to other users to share your content, so even if you remove such content or you delete your account such content may remain on the Platform by shared by third parties or third-party services. In addition, even if you or us delete any content, such content may not be permanently deleted on the Platform if we need to comply to a legal obligation or a request of a judicial or administrative authority or agency or if we reasonably believe it will be necessary in order to investigate or identify illegal activity or a breach of these General Terms or related polices.

6. Licenses on shared contents

By creating, posting or otherwise making content available on the Platform we do not become the owner on such contents which, instead, will remain your own to the extent you are the owner of the relevant intellect property rights.

Nonetheless, when you post or otherwise share content on the Platform you grant to us and our affiliates a license right on such content. In particular, you will grant to us and our affiliates a non-exclusive, royalty-free, worldwide, transferable license to use, copy, reproduce, adapt or make derivative works, sub-license your

content for the purposes of operating, developing and providing the Platform, subject to your Platform settings.

Please be aware that the Platform is intended for sharing your content with other users and interact with them. Therefore, when post or otherwise share content on the Platform you also grant to each user of the Platform a non-exclusive, royalty-free, worldwide license to access and use your content, to reproduce (e.g. to copy, share or download), adapt or make derivative works (e.g. to include your content in their content) and share it using the features and functions of the Platform exclusively for the purposes of using the Platform, subject to your Platform settings.

If you choose to submit comments, ideas or feedback to us, you agree that we are free to use them for the purposes of operating, developing, improving and providing the Platform.

We retain all intellectual property rights on content we have created and make available on the Platform.

7. Users' undertakings

Under these General Terms, you are not allowed and undertake not to:

- use the Platform and its services for illegal purposes or for purposes not covered by these General Terms;
- use the Platform and its services in a way that would damage or otherwise prejudice the Platform or us;
- interfere with the use and enjoyment of the Platform by other users (including using other users' accounts without authorization or impersonate others);
- undermine the Platform's operation and security;
- use machines, algorithms, software or other automatic functions to generate the recall of pages or materials;
- generate page references, through "chains of St. Anthony", e-mail or other means, through which a person or group of people is requested to consult a page; and
- violate any rights of third parties (e.g. upload obscene and / or profane content on the network and / or defamatory, etc.).

You hereby also undertake not post or otherwise distribute any content on the Platform which:

- infringes (or encourage to violate) anyone else's rights (such as someone else's copyrights, trademarks or other intellectual property rights, private or confidential information and/or personality rights of living or deceased people);
- is unlawful, misleading or fraudulent or for an illegal or unauthorized purpose;
- constitutes, encourages or praise criminal offences, violence or criminal behaviors, terrorism, organized crime, hate groups or dangerous activities that may lead to injury or death or self-harm (including threat of theft, vandalism and other financial harm);
- contains a threat or hate speech of any kind or which intimidates or harasses others, including posting any material that is intended to mock, humiliate, embarrass, intimidate, or hurt an individual;
- is pornographic, promote the offering of sexual services or otherwise promotes sexually explicit material or include sexual content involving minors;
- support or praise buying and selling firearms, non-medical drugs or endangered species or their parts;
- contains or promotes discrimination based on race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender identity, serious disease, disability, immigration status or age; or
- otherwise contains harmful content (such as content that causes physical, mental or moral detriment to minors).

If you post content on the Platform about a brand or a product in return for any payment or other incentive, you must use appropriate disclosures. In addition, in relation to any such content you must not represent

Maawi brand in way that implies partnership, sponsorship or endorsement. In addition, you are further responsible for ensuring that any branded content that you post complies with all applicable laws and regulations.

8. Breach of the General Terms

At our sole discretion and depending on the seriousness of the breach, we shall retain the right to:

- remove the contents you have shared on the Platform;
- suspend your access to some or all the features of the Platform;
- suspend or terminate your personal account, also deleting the contents you have created and shared on the Platform; or
- prohibit your access to the Platform

always acting reasonably, objectively and in line with these General Terms. We will notify beforehand of the adoption of any such measures and you shall always be entitled to object to such decision by writing to us [here](#). In case we should proceed with the termination of your personal account we shall allow you time to download your data in-app, unless it is not appropriate for us to do so (acting in good faith and reasonably) or we are legally prevented from doing so.

In any case, we will have the right to adopt all further measures deemed appropriate according to the seriousness of the breach, including the right to prosecute any unauthorized use, or in any case contrary to the law, in the most appropriate civil and criminal judicial offices. The user shall indemnify and hold harmless the Company from any claim or request, including legal fees, made by third parties and caused or deriving from the violation of these General Terms or from the violation of any applicable law and regulation or third party right.

9. Disclaimer

You use our services at your own risk and subject to the following disclaimers. We are providing our services on an “as is” basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error free, secure, or safe, or that our services will function without disruptions, delays, or imperfections. We do not control, and are not responsible for, controlling how or when our users use our services or the features, services, and interfaces our services provide. We are not responsible for and are not obligated to control the actions or information (including content) of our users or other third-parties. You release us, our subsidiaries, affiliates, and our and their directors, officers, employees, partners, and agents (together, the “**Maawi Parties**”) from any claim, complaint, cause of action, controversy, dispute, or damages (together, “**claim**”), known and unknown, relating to, arising out of, or in any way connected with any such claim you have against any third-parties. your rights with respect to the Maawi Parties are not modified by the foregoing disclaimer if the laws of your country or territory of residence, applicable as a result of your use of our services, do not permit it. If you are a United States resident, you waive any rights you may have under California Civil Code §1542, or any other similar applicable statute or law of any other jurisdiction, which says that: a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

10. Limitation of Liability

Please be aware that the Platform is mostly user generated content and it may contain links to third party websites, services, offers or events that are not provided, owned or controlled by us.

Even if we have implemented a set of measures in order to prevent, identify and limit infringements of and enforce our General Terms, we do not take any responsibility for contents generated and shared by users through the Platform as well as for any damage or loss caused to the users by using or visiting third party websites, services or activities published on the Platform.

We do not take responsibility for losses or damages not cause by our breach of these General Terms or otherwise by our act or by events beyond our reasonable control. In particular, we will not be responsible for any damage due to interruption of the services provided through the Platform and resulting from any malfunctions, breakdowns, delays of access to the internet network or defect in any reception equipment or communication line not under our control or linked to the software and/or tools used by the user.

Please note that we only provide our Platform for private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, loss of goodwill or business reputation, business interruption, or loss of business opportunity.

The Maawi Parties will not be liable to you for any lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with our terms, us, or our services (however caused and on any theory of liability, including negligence), even if the Maawi Parties have been advised of the possibility of such damages. Our aggregate liability relating to, arising out of, or in any way in connection with our terms, us, or our services will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us in the past twelve months. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions may not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you. Notwithstanding anything to the contrary in our terms, in such cases, the liability of the Maawi Parties will be limited to the fullest extent permitted by applicable law.

11. Indemnification

If anyone brings a claim ("**Third-Party Claim**") against us related to your actions, information, or content on the Platform, or any other use of our services by you, you will, to the maximum extent permitted by applicable law, indemnify, and hold the Maawi Parties harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our services, including information and content provided in connection therewith; (b) your breach of our General Terms or applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Third-Party Claim. Your rights with respect to Maawi are not modified by the foregoing indemnification if the laws of your country or territory of residence, applicable as a result of your use of our services, do not permit it.

12. Suspension or interruption of the Platform

Please be aware that the Platform and/or any of its services/features may be temporary unavailable. Indeed, in order to implement improvements and/or changes or in order to comply with current legislation we may have the need to interrupt access to the Platform.

In addition, please note that we may also decide to permanently terminate the Platform or any of the services provided through the Platform.

Such interruptions or termination will be notified, if possible, beforehand through the Platform.

13. Amendments to the General Terms

We reserve the right to amend these General Terms at any time. The amendments will be effective from the time of publication of the amended terms on the Platform and will be considered accepted by those users

who access and continue to use the Platform after such publication. The changes will only apply to our relationship going forward.

For this reason, we invite you to periodically review the General Term and, in case of disagreement with the changes made, not to use the Platform and to proceed with the cancellation of your personal account.

The "Last Updated" date at the top of these General Terms reflects the effective date of such changes. In addition, where possible, we will notify you before we make any amendments to these General Terms in order to give you the opportunity to review the new terms before they will become effective.

14. Final provisions

If one or more provisions of the General Terms are declared invalid or ineffective entirely or partially for any reason, it will be severable and will not affect the validity or execution of the General Terms in their entirety or any other clause or provision.

You cannot transfer your rights or obligation under this agreement without our consent. Our consent and obligations can be assigned to others.

Even if we or you delay in enforcing a provision of these General Terms, either of us can still enforce it later. If we or you do not insist immediately that you or we do anything the other is required to do under these General Terms, or if there is a delay in taking steps against the other in respect of breaching these General Terms, that will not mean that we or you do not have to do those things and it will not prevent us or you from taking steps against the other at a later date.

15. Applicable law - Disputes

Forum And Venue. You agree that any claim or cause of action you have against us relating to, arising out of, or in any way in connection with our General Terms or our services, and for any claim or cause of action that Maawi files against you, you and Maawi agree that any such claim or cause of action (each, a "**Dispute**," and together, "**Disputes**") will be resolved exclusively in the United States District Court for the Northern District of California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or cause of action, and the laws of the State of California will govern any such claim or cause of action without regard to conflict of law provisions. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and Maawi consent to the personal jurisdiction of both courts. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you in any competent court in the country in which you reside that has jurisdiction over the Dispute. In any litigation between you and us, YOU AND MAAWI WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

Governing Law. The laws of the State of California govern our General Terms, as well as any Disputes, whether in court or arbitration, which might arise between us and you, without regard to conflict of law provisions.

Time Limit To Bring A Claim Or Dispute. THESE TERMS ALSO LIMIT THE TIME YOU HAVE TO BRING A CLAIM OR DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. We and you agree that for any Dispute (except for the Excluded Disputes defined below) we and you must bring Claims (including commencing an arbitration proceeding) within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not bring a Claim (including commencing an arbitration) within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.

"**Excluded Dispute**" means any Dispute relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and

patents) or efforts to interfere with our services or engage with our services in unauthorized ways (for example, automated ways). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

Class Action Waiver. Any Dispute must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum.

California Consumer Rights Notice. If you are resident in California, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at https://www.dca.ca.gov/about_us/contactus.shtml.

16. Contact us

At any time, you can contact us [here](#).