



I. Terms and Regulations of Service

II. General Conditions of Sale

1. UCapital24 SpA Terms and Service Regulations

These Terms of Service ("Terms") govern the access to and use of our services, including our website, API, e-mail notification, applications, buttons, widgets, advertisements, commercial services and other services managed by us, including webinars, (collectively, the "Services") that refer to these Terms, and the use of any information, message, link, image, photos, videos or other documents or document configurations uploaded, downloaded or that appear to the user when accessing the Services. By using the Services, you agree to be bound by these Terms.

1.1 Who can use the Services

The user can use the Services only if he agrees to enter into this agreement with UCapital24 S.p.A. ("UCapital") and if he does not incur any prohibitions relating to the receipt of the Services in question according to the relevant legislation, such as in effect from time to time.

The use of the UCapital24 platform is prohibited exclusively to:

- users under the age of 18;
- users with previously disabled accounts, for violation of our conditions or relevant legislation. When opinions and actions are attributable to people, our community is safer and more responsible. In this sense, the user is required to:
 - use the same name used in real life;
 - provide accurate personal information;
 - create a single account (your own) and use any diary for personal purposes;
 - do not share your password, do not grant access to your account or transfer your UCapital24 account to others (without prior authorization).

If you agree to these Terms and use the Services on behalf of a company, organization, government or other legal entity, you represent and warrant that you are authorized to do so and that you have the authority to bind that entity to these Terms. In this case, the words referring to the user are understood to refer to the aforementioned legal person.

1.2. Privacy

Our [Privacy and cookie policy](#) describes how we process the personal data relating to you, including the personal data that you provide us when you use our Services, or the data that in any case we process in connection with our Services. For all the details relating to the processing of personal data, therefore, we refer to this document.

1.3. Content of the Services

The user is responsible for the use of the Services and the contents, including, by way of example but not limited to, text, document, audio, video content that the user himself sends, shares, publishes, uploads or otherwise provides. On or through the Services ("**Contents**" or, individually, "**Content**"), including compliance with relevant legislation, as from time to time in force. You must provide only Content in relation to which you have the necessary rights to be able to upload, share with third parties or publish them.

Any use or reliance relating to the Content or documents, posted through the Services or obtained through the Services, is at your own risk. UCapital24 does not approve, support, affirm or guarantee the completeness, truthfulness, accuracy or reliability of the Contents or communications published through the Services or of the opinions expressed through them. You understand that by using the Services you may be exposed to Content that may be offensive, harmful, inaccurate or inappropriate or, in some cases, to messages that have been misinterpreted or misleading. The responsibility for the Contents lies exclusively with the user who created them. UCapital24 cannot monitor or control the Contents published through the Services and in this sense is not responsible for them, except as provided below.

We reserve the right to remove at any time and without notice Contents that are illicit or unlawfully uploaded by the user, and in any case, by way of example but not exhaustively, Contents that integrate, even if only potentially, violations of industrial or intellectual property rights of third parties, violation of other third party rights, substitution of person, unlawful conduct or harassment, or other violations regarding the protection of personal data. Information regarding specific policies and the process of reporting violations or challenging the content removal decision can be requested by contacting Customer Support at customerservice@ucapital24.com.

If the user considers that the published Content has been copied in such a way as to constitute a violation of industrial or intellectual property rights, or in any case a violation of the law, he can report it to Customer Support at customerservice@ucapital24.com, indicating all the appropriate information necessary for the evaluation of the request.

1.4. Your rights and the granting of rights to the Content

You reserve all rights to any Content that you submit, post, share, upload or otherwise provide on or through the Services (embedded videos, photos and audio are considered part of the Contents). By submitting, posting or displaying the Content on or through the Services, you are granting a non-exclusive, free, sub-licensable and transferable worldwide license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, create derivative works and distribute such Content in any type of media or distribution systems (known or developed in the future). This license authorizes

UCapital24 to make the published Content available to the rest of the world and allow third parties to do the same. With the same license, the user agrees that UCapital24 provides, promotes and improves the Services, as well as makes the Contents, through the Services, available to other companies, organizations or persons for the transmission, distribution, promotion or publication of such Contents on other supports and services. Such additional uses by UCapital24, or other companies, organizations or individuals, are carried out without any consideration to the user, in relation to the content that the same sends, publishes, shares, uploads or otherwise provides and makes available through the Services. The user is aware that we may modify or adapt your Contents when they are distributed, disseminated, published or transmitted by us and our partners and / or make changes to them in order to adapt them to different media. The user can upload Contents on the application as long as they are not illegal (or in any way illegal or violate the privacy, intellectual or industrial property rights of UCapital24 and / or third parties), as well as are in any other way harmful or prejudicial to UCapital24 and / or third parties, and also do not contain viruses, political propaganda, commercial solicitations, mass *e-mails* or any other form of *spamming*. In case of publication of advertisements, the user guarantees the availability and / or ownership of the good / service object of the advertisements. The user also guarantees that his advertisements do not infringe any *copyright* or industrial property right or other third party rights. Therefore, in the event of a dispute by third parties regarding any announcement or conduct related to it, the user assumes full responsibility and undertakes to hold UCapital24 harmless and harmless from any damage, loss or expense. You represent and warrant that you own, or have obtained, all rights, licenses, consents, permissions, powers and / or authority necessary to have the rights granted herein for any Content you submit, post or exhibits on or through the Services. Furthermore, it declares and guarantees that such Content does not include material covered by copyright or other proprietary rights, or otherwise to have the necessary permissions or the necessary authorization to publish the material and to transfer the license described above to UCapital24.

1.5. Use of the Services

The user may use the Services only in accordance with these Terms, as well as with the relevant legislation, as from time to time in force. Our Services are constantly evolving and as such may occasionally be modified at our discretion. We may (temporarily) interrupt the provision of the Services or any functionality within them, to the individual user or users in general, in the event of technical updates or maintenance needs, ordinary or extraordinary, or repair of the relevant systems. , subject to disclosure, unless the same is precluded due to needs related to the nature of the intervention, which will be provided by UCapital24 through the publication of PoP Up on the UCapital platform. Recurring the above reasons or, in any case, in any case, illegal use of your account by the user pursuant to these Terms and / or the relevant legislation applicable from time to time, i) we retain the right to create, in any moment, limitations to the use of the Services and storage, ii) remove or refuse to publish the Content on the Services, suspend an account, temporarily or permanently, without any liability to the user. Considering the fact that UCapital24 grants access to and use of the Services, you agree that UCapital24 and its third party suppliers and partners may display advertisements on the Services or in connection with the display of content or information from the Services provided. You agree not to abuse our Services, by way of example but not limited to, by interfering with them or by accessing them using a method other than the interface and instructions we provide. Nothing of the following is permitted when accessing or using the Services:

- access, tamper with, or use non-public areas of the Services, UCapital24's computer systems, or UCapital24's supplier technical supply systems;
- probe, scan, or test the vulnerability of any system or *network* or breach or force any security or authentication measures;
- access, search or attempt to access or search the Services through any tool (automatic or otherwise) other than our current interfaces available and provided by UCapital24. Access to the Services is permitted if performed in accordance with the provisions of the robots.txt file, however, it is expressly forbidden to retrieve data from the Services without the prior consent of UCapital24;
- falsify the TCP / IP packet header or any part of the header information in any *email* or *post*, or in any use of the Services, to send information that is altered, misleading or of false source identification;
- interfere with, or interrupt (or attempt), the access of any user, *host or network*, including, without limitation, sending a virus, overloading, invading, sending junk mail, *mailbombing* the Services, or through the *scripting* of the creating Content in a manner that interferes with or creates an excessive load on the Services. We also reserve the right to access, read, preserve and disclose any information if we have reason to believe that it is necessary: (i) to comply with any applicable law, regulation, legal procedure or governmental request, (ii) to enforce the Terms, including the investigation of potential violations, (iii) identify, prevent or otherwise manage fraud, or security or technical issues, (iv) respond to user support requests, or (v) protect UCapital24's rights, property or safety, its users and the public. UCapital24 does not disclose user identification data to third parties except in accordance with our [Privacy and cookie policy](#).

If the user intends to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit or otherwise use the Services or the Content on the Services, must use the interfaces and / or instructions made available by UCapital24.

1.6. Account

To use the Services made available by UCapital24 it is necessary to create an *account*. In order to be able to use the features of the application, the user must register by providing all the requested data in a truthful and complete manner and fully accept the [Privacy and cookie policy](#) as well as these Terms. Furthermore, the user will be responsible for safeguarding his / her *account*, therefore it is advisable to use a secure *password* limited to use by the same. The user undertakes to keep his password secret and not to communicate his access data to the Services to anyone. The user is solely responsible for his account and for any activity carried out through it, unless he closes the account itself, and is required to report without delay any suspicion of account abuse or usurpation of access credentials. We cannot and will not be liable for any loss or damage resulting from failure to comply with the foregoing. We may need to provide certain communications, such as service announcements and administrative messages. The above are considered part of the Services and the account, and it may not be possible to deactivate their reception. If you enter the phone number connected to your account and subsequently changed or deactivated, you will need to update your account information to prevent us from communicating with anyone who acquires the previous number.

1.7. Termination of these Terms

You may terminate these Terms at any time by deactivating your account and suspending your use of the Services by selecting "Account Setup" and then "Delete Account". In this regard, the user can consult the [Privacy and cookie policy](#) for further explanations relating to what happens to the personal data being processed by UCapital24 following the termination of the agreement. We may suspend or deactivate your account or cease providing the Services in whole or in part, at any time and for any justified reason, including, but not limited to, if we reasonably believe that: (i) you have breached these Terms, (ii) the user represents a risk of prejudice, even if only potential, for UCapital24 and / or a possible exposure to legal risks towards third parties; (iii) the account must be removed due to unlawful conduct of the user or pursuant to the order of the Authority; (iv) the account is suspended due to prolonged inactivity. We will make every reasonable effort to inform the user via the email address associated with their account, unless the foregoing is precluded pursuant to an order from the Authority or relevant legislation, which from time to time in force. In all these cases, with effect from the definitive deactivation of the account, the Terms will cease to produce effects, except for the following sections which will continue to be applied: par. 1.2. Privacy, par. 1.5. Use of the Services, par. 1.9. Limitation of liability and par. 1.10. General clauses. In case of disputes regarding the suspension or elimination of the account, the user can contact the Customer Service at customerservice@ucapital24.com.

1.8. The license to use the UCapital24 Services

UCapital24 grants you a personal, worldwide, *royalty-free*, non-transferable and non-exclusive license to use the *software* provided as part of the Services. This license has the sole purpose of enabling the user to use the Services provided by UCapital24, in the forms permitted by these Terms. The user is expressly and absolutely forbidden to copy, modify, adapt, transform, decode, decompile, disassemble or translate the software and to perform *reverse-engineering or reverse-analysis* activities on the *software itself*. The Services are protected by *copyright*, trademark and other industrial or intellectual property rights. Nothing in these Terms grants you the right to use UCapital24's name or any of its trademarks, logos, domain names and other hallmark features of UCapital24's trademark. All industrial or intellectual property rights relating to, or relating to, the Services, (excluding the Content provided by users) are and will remain the exclusive property of UCapital24 and its licensors. Any *feedback*, comments or suggestions that may be provided regarding UCapital24 or the Services are entirely voluntary and we will be fully entitled to use such feedback, comments or suggestions, if we deem them adequate and without any obligation towards the user.

1.9. Limitation of liability

By using the Services, the user accepts that the liability of UCapital24, its parent company, subsidiaries or affiliates, pursuant to article 2359 of the civil code, officers, managers, employees, agents, representatives, partners and licensees, is governed by Italian law. UCapital24 cannot be held liable to the user, except in the case of its own willful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its sub-suppliers. UCapital24 will also not be liable for damages, losses and costs suffered by the user as a result of the non-execution of these Terms, except in the case of its own willful misconduct or gross negligence of UCapital24. The user undertakes to indemnify and indemnify UCapital24 (and also any companies controlled by it or connected to it, pursuant to article 2359 of the civil code, its representatives, collaborators, consultants, administrators, agents, licensees, partners and employees),

from any obligation or liability, including any legal costs incurred to defend themselves in court, which may arise in the face of damages caused to other users or third parties in relation to the Content uploaded or the violation by the user of the relevant legislation, as from time to time in force, or of these Terms. Therefore, UCapital24 will not be responsible for:

- any loss of the user or third parties that are not a direct consequence of the violation of these Terms by UCapital24;
- any loss of commercial opportunity and any other loss, even indirect, which may be suffered by the user or third parties;
- incorrect or unsuitable use of the application by users and / or third parties.

1.10. General clauses

These Terms may be modified by UCapital24 for a justified reason. These changes will not be retroactive, and the most recent version of the Terms, which can be found on this UCapital24 portal, will govern our relationship with you. Changes to the Terms, unless they concern new functions or are made for legislative reasons, will be notified (push) no later than 15 days before their entry into force. In the event that any provision of these Terms is held to be invalid or unenforceable, such provision will be limited or eliminated to the minimum extent permitted, and the remaining provisions of these Terms will remain in full force and effect. The failure of UCapital24 to enforce any right or provision of these Terms cannot be interpreted as a waiver to enforce such right or provision.

These Terms represent an agreement between the user and UCapital24, a company having its registered office in Italy, Milan, at Via Molino delle Armi, 11. For any questions regarding these Terms, please contact our Customer Service at customerservice@ucapital24.com.

2. Information shared with us

We need certain information to provide our Services. For example, the user must have an account in order to upload or share Content on the UCapital24 platform. When the latter chooses to share the following information on the platform, UCapital24 collects and uses it to operate the Services. In general, UCapital24 makes available to the user the possibility to select the settings of their preference on the personal information to be made available and on how to interact with other users, as well as the possibility to activate push notifications or receive updates and information content via and -mail depending on the service. For more details on the processing of personal data, please refer to the [Privacy and cookie policy](#). In the event of a conflict between these provisions and those contained in this [Privacy and cookie policy](#), the latter will prevail.

2.1. General *account* information

In the event that the user chooses to open an account, he must provide some personal data in order to allow the provision of our Services. This includes a display name (for example “UCapital24Milano”),

a username (for example, @ UCapital24 Milano), a *password* and an e-mail address or a telephone number. The display name and username are always public, but you can use either your real name or a pseudonym.

2.2. Information to the public

Most of the activity on UCapital24 is viewable by the generality of users, also including information relating to profile, time zone and language, as well as the date of creation of the *account*. The lists that the user creates, the people who follow and who follow him can also be viewed by the generality of users; as are the “likes”, comments, the number of “likes” received, which account you are a supporter of, and whether you have had access to a live broadcast or a deferred one. The information published on the individual user by other users who use our Services may also be viewable by the generality of users. By way of example but not limited to, a user may mention another user in a comment. You are responsible for any information you provide through our Services. In the case of updates of public information on the UCapital24 platform, we will reproduce the updated Content also on any and additional related applications, by which we mean, in particular, mobile phone applications developed by UCapital24. In addition to providing public user information directly on UCapital24, we also use technologies such as Application Programming Interfaces (APIs) and automatic copies that make that information available for websites, applications, and for the uses of other subjects, for example, by viewing comments on a new site, or by analyzing comments relating to UCapital24.

2.3. Contact Information and Address Books

We use contact information, such as your email address or phone number, to authenticate and keep both *accounts* and our Services secure, and to help prevent *spam*, fraud and abuse. We also use contact information to enable certain functions to send information about our Services and service communications, as well as to offer assistance for example in the event that the user encounters technical problems in creating or managing accounts.

The user can register to UCapital24 through an *account* of another service such as Twitter, LinkedIn or Facebook, or connect his UCapital24 account to these other services. In this case, information from that service will be used, including *e-mail* address, friends or contact list, also to recommend additional content, depending on the settings selected from time to time. If *e-mail* messages are sent by users, they will be stored with the associated e-mail address and contact information, to respond to lawful and appropriate requests.

2.4. Direct messages and non-public communications

We provide certain functions to allow you to communicate privately or to select who can view the Contents. For example, you can use direct messages to have non-public conversations on UCapital24 or to protect comments. When you communicate privately with other users by sending or receiving direct messages, we store and process communications and information relating to them. This

includes crawling links for illegal content, *links* to URL abbreviations, any spam and prohibited image detections, and analyzing problem reports. We also use information about communications between users and when they occurred (but not the contents thereof) to better understand the use of our Services, and to protect the security and integrity of our platform. When using functions such as direct messages to communicate, it should be remembered that recipients can extract a copy of the communications that have occurred on UCapital24 which they could therefore duplicate, keep or share again, even if the copy of such messages is deleted by a single user.

2.5. How to control the information shared with us

The privacy and security settings allow you to decide:

- if comments should be publicly available on UCapital24;
- when and how the user can detect and report illegal content on UCapital24; In the event that the user wishes to block other Ucapital24 accounts, he can do so through a report in the "Help & Support" section.

3. Additional Information We Receive About each user

When you use our Services or other websites or mobile applications that include our Contents and those of third parties, including advertisers, we receive certain information. We use the data below, in the same way as shared information, to provide our Services.

3.1. Location information

We may access information relating to your membership and current location, such as your IP address or device settings, to configure and safeguard each individual account in a secure and reliable manner, and to provide our Services. Depending on your settings and, where applicable, with your consent, we may collect, use and store additional information about your location, such as your current location or the places from which you have previously used UCapital24, to provide or improve your our Services, including more relevant content such as local trends, stories, advertisements and tips on people to follow.

3.2. Links and Web Data

The site contains links to other websites that may have no connection with UCapital24. UCapital24 does not control or monitor such websites and their contents and consequently cannot be held responsible for the contents. of these sites and the rules adopted by them, also with regard to the processing of personal data during navigation operations. Users are advised to pay attention, by connecting to these sites via the links on the UCapital24 platform, and to carefully read the related terms of use and privacy policies. This document does not apply to third party websites. The platform provides links to these sites solely to facilitate the user in searching and browsing and to facilitate hypertext links on the Internet to other sites. The activation of the links does not imply any

recommendation or report from UCapital24 for accessing and browsing these sites, nor any guarantee regarding their contents, services or goods supplied by them and sold to users.

3.3. Cookies

Cookies are small pieces of data stored on your computer or mobile device. For detailed information on how we use *cookies* and other similar technologies, please refer to our [Privacy and cookie policy](#).

3.4. Log data

We receive information when you view content or interact in any way with our Services, the so-called "*Log Data*," even without having created an *account*. For example, we may receive information if you visit our websites, access our Services, interact with our email notifications or use your *account* to authenticate to a third party service that includes UCapital24 content. *Log Data* includes information such as the IP address, the type of browser used, the operating system, the referring web page, the pages visited, the location, the telephone operator, the device information (such as application and device ID), search terms and cookie information. We also receive Log Data if the user clicks on a link, views it or interacts with links on our Services, such as if you choose to install another application through UCapital24. We use *Log Data* to provide our Services and ensure their safe, reliable and effective execution. By way of example but not limited to, we use *Log Data* to protect the security of accounts and to determine which Content is disseminated on our Services, as well as to improve the Content shown, including advertisements (through, for example, the so-called. profiling cookies). We also use the information provided and the data received, including *Log Data* and data from third parties, to determine the topics the user may be interested in, the age and the languages spoken. This helps us to better design our Services and personalize the Content shown, including advertisements.

3.5. Advertisers and other ad partners

UCapital24 adheres to the Self-Regulatory Principles for Online Behavioral Advertising which allows you to decline interest-based advertising proposals. Furthermore, with regard to advertisements, Ucapital24 prohibits advertisers from placing advertisements that are prohibited by law or on categories considered special such as race, religion, politics, sex life or health. The advertisements may be published on the user's pages also based on the interests emerging as a result of profiling, if applicable, in cases where the user has consented to it pursuant to the [Privacy and cookie policy](#).

3.6. Third parties

You may choose to link your UCapital24 *account* to another service *account*, and this other service may send us information regarding your account usage on that particular service. We use the information we receive to provide functions such as multi-mailing, authentication between electronic services and to optimize our services.

3.7. Personalization between devices

Access to UCapital24 through a *browser* or a device involves the association of the same to the user's *account*, for authentication and security purposes. In light of the provisions of the settings, we may also associate the *account with browsers* or devices other than those used to connect to UCapital24 (or associate the disconnected device or browser with another browser or devices), in order to provide and improve our Services.

3.8. How you can control the additional information we receive

UCapital24's data and personalization settings allow you to decide, if applicable:

- whether or not to display advertisements based on your interest on UCapital24 or elsewhere;
- how to customize your experience on the various devices;
- to allow us to acquire or not the precise location by IP address;
- to allow us to personalize your experience or not on the basis of the places visited, detected by means of the IP address;
- to allow us to trace the websites on which the contents of UCapital24 are displayed. It is possible to use UCapital24 data to analyze, if applicable:
 - advertisers who have included the user in a targeted audience in order to propose advertisements;
 - demographics and interest data about your account from our ad partners;
 - information that UCapital24 has deduced about the individual user, such as age group, gender, languages and interests.

4. Information we share and disclose

As highlighted above, the UCapital24 platform is designed to widely and instantly disseminate all information shared publicly through our Services, in accordance with the settings selected from time to time. The disclosure of the user's personal data is justified by the characteristics of our social *network* services; in some cases, the data may be disclosed, however, by law or by order of the authority. In any case, the user is fully aware of it considering that the above is fully regulated in this document.

4.1. Service Providers

We require third party service providers to perform functions and provide services to us in the countries in which we operate. For example, we use a variety of third-party services to enable us to provide our Services, such as hosting various sites, and to enable us to understand the use of our Services, such as Google Analytics. We may share personal data with these service providers in compliance with the obligations set forth in this document and in the [Privacy and cookie policy](#), and any other appropriate measures regarding confidentiality and security, provided that such third parties

use such personal data solely for our account and in accordance with our instructions. We share information with service providers for the eventual purpose of processing payments, preventing, detecting and investigating fraud and other illegal activities, facilitating the resolution of disputes relating to refunds or chargebacks and for other purposes related to card acceptance both credit and debit.

4.2. Laws, damages and public interest

Notwithstanding any provisions to the contrary contained in this document on controls that we may have proposed, we may maintain, use or disclose personal data if we believe this is reasonably necessary, among other things:

- to comply with the relevant regulations, which from time to time in force, or at the request of judicial or administrative authorities;
- to safeguard personal safety;
- to safeguard the security or integrity of our platform, including helping to prevent spam, abuse on our Services, or to explain why we have removed content or an account from our Services;
- to combat fraud, manage security or technical problems;
- to safeguard the rights or properties that affect us or the rights and property of those who use our Services.

However, no section of our [Privacy and cookie policy](#) is intended to limit any legal claim or dispute that the user may raise against a third party, including any requests for disclosure of personal data by judicial or administrative authorities.

4.3. Affiliates and ownership changes

If we were to be involved in a bankruptcy procedure, in a merger, acquisition, reorganization or sale of assets, the personal data acquired could be transferred and communicated as part of the aforementioned operations, by virtue of the legitimate interest of Ucapital24 or of the third party involved, pursuant to art. 6, para. 1, lett. f) of Regulation (EU) 2016/679 ("GDPR"). The [Privacy and cookie policy](#) will apply to the user's personal data transferred or communicated to the new subject. We may disclose personal data to our affiliated or controlled companies, pursuant to art. 2359 of the Italian Civil Code, with the aim of assisting the operation of our Services and those of our associated or subsidiary companies, including the provision of advertisements, again by virtue of the legitimate interest of the parties involved pursuant to art. 6 mentioned above.

4.4. Non-personal information

We share or disclose non-personal data, such as aggregate information including the total number of times users have participated in a post, people who have clicked on a particular link or voted in a poll in a post (including in the case of a single person), the topics discussed by users on the UCapital24 platform, or reports to advertisers regarding the number of people who have viewed or clicked on their ads.

5. Joint management of personal information

You have full control over the personal data you share with us. You can access or rectify this data at any time, and you can also deactivate your *account*. We provide tools to refuse, limit or withdraw consent, where possible, to the use of data provided to UCapital24. We also provide portability of the data shared through our services and provide easy ways to contact us.

5.1. Access to your personal data and corrections

If the user has registered an *account* on UCapital24, he will receive the tools and account settings to access, correct, delete or modify the personal data provided and associated with his account.

5.2. Cancellation

UCapital24 keeps the *Log Data* for a period not exceeding 24 months. The single account can be deactivated and then canceled in the *Account Setup* section, deleting the corresponding profile. If deactivated, the UCapital24 *account*, as well as the displayed name, user name and public profile, will no longer be visible. Search engines and other third parties may still retain copies of public information, such as profile information and public *posts*, even after deleting information from our services or deactivating your *account*.

5.3. Opposition, limitation or withdrawal of consent

If the user logs in to his UCapital24 account, he can manage the privacy settings and other features of the *account* at any time.

5.4. Additional information and assistance

For any request for clarification regarding our [Privacy and cookie policy](#), the user can contact us at privacy@ucapital24.com or at:

UCapital24 S.p.A.

Corso Giacomo Matteotti 1

20123 Milan - MI Italy 6.

6. Minors and Services

Our services are not aimed at children, and it is not possible to use them if you are under the age of 18. The user must also necessarily have reached the age established in his country, in order to be able to consent to the processing of personal data.

7. Our global operations

To offer these services, we operate globally. In some of the countries to which we transfer or communicate personal data, the laws on privacy and data protection and the rules relating to access to data by state authorities and bodies may differ from those in force in your country of origin. When we transfer or communicate personal data outside the European Union or the EFTA states, we guarantee an adequate level of protection for the rights of the data subjects based on the adequacy of the data protection laws of the recipient country, or the contractual obligations imposed. to the recipient of the data (through the use of standard contractual clauses).

8. Changes to the Privacy and cookie policy

We can periodically update our [Privacy and cookie policy](#). The most updated version of the information will regulate the processing by us of the personal data of the user and will always be available at <https://ucapital24.com>. If we make a change to this information, which is considered, in our sole discretion, substantial, we will inform users with an update via the site or by email at the address associated with individual accounts. The continuing to access or use the Services, following the entry into force of these changes, is equivalent to acceptance of the [Privacy and cookie policy](#) as amended.

9. UCapital24 rules

UCapital24 believes that anyone should be able to publish and share ideas and information instantly, without any limitation. In order to protect the safety and experience of users who use the UCapital24 platform, we have established some restrictions on the type of content and authorized behavior. These limitations are indicated in the UCapital24 Rules, set out below. The Rules, the [Privacy and cookie policy](#) and these UCapital24 Terms, collectively constitute the documentation that governs access to UCapital24 Services and their use by users. All people who access the UCapital24 Services must respect the rules contained therein. Should they deviate from it, UCapital24 is authorized to apply one or more of the following measures:

- request the removal of the Prohibited Content as a condition to be able to create new posts and interact with other UCapital24 users;
- temporarily limit the possibility of creating posts or interacting with other UCapital24 users;
- request verification of account ownership with a phone number or email address;
- temporarily or permanently suspend the account (or accounts).

If new accounts are created to circumvent a permanent suspension, we will suspend new and additional *accounts*.

UCapital24 may find it necessary to amend these Rules at its discretion. The most recent version is always available at <https://ucapital24.com>. The rules indicated in these UCapital24 Rules govern the publication of Contents on our platform.

10. Limitations relating to the contents and use of UCapital24

10.1. Intellectual property

Trademarks: we reserve the right to suspend accounts and take the necessary measures if a trademark, including the name and / or the commercial logo, is used in such a way as to deceive or confuse users about belonging to a particular brand.

Copyright: we will respond to clear and complete reports of alleged copyright infringements pursuant to the relevant legislation, as from time to time in force, which are received through the channels provided for in Article 1.3, last paragraph, of these Terms.

10.2 Explicit Violence and Adult Contents

We consider explicit violence to be any form of multimedia content that displays blood, death, serious injury, violence or surgical procedures. We consider adult content to be all media that is pornographic and / or that appears to be intended to arouse sexually.

10.3 Illegal use

You may not use our Services for illegal purposes or to conduct illegal activities. By using UCapital24, he agrees to comply with the relevant legislation, as from time to time in force, which governs, among other things, by way of example but not limited to, online conduct and content published on the Internet.

10.4 Trends

UCapital24 is entitled to prevent Contents that violate the UCapital24 Rules but also contents that attempt to manipulate trends from becoming public domain.

10.5 Third Party Advertising in Video Content

Without our prior consent, you may not post, post or display video content that includes third party advertising, such as sponsored images or *pre-roll* video ads, on or through our Services.

10.6 Misuse of usernames

Sale of usernames: it is forbidden to buy or sell UCapital24 usernames.

Misappropriation of usernames: Misappropriation of usernames is prohibited. Here are some factors we consider when determining whether conduct constitutes misappropriation of usernames:

- the number of *accounts* created;
- the creation of *accounts* in order to prevent other users from using those account names;

- the creation of *accounts* with the aim of selling them;
- use of third party content *feeds* to update and maintain accounts with the names of these third parties. UCapital24 is entitled to remove accounts that remain inactive for more than six months.

10.7 Abusive Behavior

In order to make sure users feel safe expressing different opinions and beliefs, we prohibit any behavior that verges on abuse, including harassment, threats or intimidation to silence another user. Context is important in assessing abusive behavior and identifying the most appropriate countermeasures. By way of example, let's consider the following factors:

- the behavior is directed at a specific individual or group of people;
- the report was submitted by the victim of the abuse or by a witness;
- the behavior has considerable resonance

10.8 Violence and physical harm

Violence: it is forbidden to make threats of violence or wish serious physical harm, death or illness to a specific individual or group of people. This includes, but is not limited to, terrorist threats and the condemnation of terrorism. Furthermore, affiliation with organizations that, outside or inside the platform, implement, theorize or promote violence against civilians to carry out their claims is not allowed.

Self-harm and suicide: It is forbidden to promote and encourage self-harm or suicide.

Child sexual exploitation: It is forbidden to promote child sexual exploitation.

10.9 Abuse and offensive behavior

Abuse: It is forbidden to harass someone or incite others to do so. We consider abusive behavior all attempts to harass, intimidate or silence someone.

Unwanted sexual advances: it is forbidden to bother any other user by posting unwanted sexual content, transform them into a sexual object or engage in other inappropriate sexual behavior.

Offensive Behavior: It is prohibited to promote violence against other people, to threaten them or to harass them on the basis of race, ethnicity, national origin, sexual orientation, gender, sexual identity, religion, age, disability or serious illness.

Offensive images and names: You are prohibited from using offensive images or symbols in your profile picture or profile header. It is forbidden to use your username, display name or profile bio to engage in abusive behavior, such as harassing someone or expressing hatred towards a protected person, group or category.

10.10 Private information and intimate multimedia contents

Private information: it is forbidden to publish and / or post private information of other users without their consent and their explicit authorization. Definitions of private information may vary according to local laws.

Intimate multimedia content: It is forbidden to publish and / or share intimate photos or videos of a user made or distributed without their consent.

Exposure / Hack Threats: Threatening to expose someone's private information or intimate media content is prohibited. Also, it is forbidden to threaten to violate or compromise someone's digital information.

10.11 Impersonation

It is forbidden to impersonate individuals, organizations or groups with the aim of deceiving, confusing or deceiving other people (or in such a way as to produce these effects). The user can maintain satirical, news, *newsfeed* accounts, as long as they are not aimed at sending *spam* or committing abuse.

10.12 Spam and security

We are committed to protecting users on UCapital24 from *spam* and technical abuse. In order to promote a stable and safe environment on UCapital24, the user cannot or attempt to perform the following actions when accessing or using UCapital24:

- Access, tamper with or use the non-public areas of UCapital24, the IT systems of UCapital24 or the technical distribution systems of UCapital24 providers;
- Probe, scan or test the vulnerability of a system or network, or violate or evade security or authentication measures;
- Access or search (or attempt to access or search) UCapital24 through any means (automated or not) other than the currently available published interfaces provided by UCapital24 (and only in accordance with the applicable terms and conditions), unless that there is no specific authorization deriving from a specific agreement with UCapital24. It should be noted that the scanning of UCapital24 for indexing purposes (*crawling*) is admissible if done in compliance with the provisions of the robots.txt file, while the extraction of data carried out with automated methods (*scraping*) without the prior consent of UCapital24 is expressly prohibited .
- Falsify the header of a TCP / IP packet or part of the header information in any email or post or otherwise use UCapital24 to send altered, misleading or false source identification information.
- Interrupt or interfere with the access of a user, a host or a network, for example by sending viruses, overloading the system or using techniques of flooding, spamming or mail-bombing to the detriment of the UCapital24 Services or by intervening through scripts on the creation of content in such a way as to interfere with UCapital24 or create an excessive load. Any account carrying out the activities listed below may be subject to temporary suspension or, in the event of serious and repeated violations, to permanent suspension.
- **Malware / Phishing**: It is forbidden to post or link to harmful content intended to damage or alter another person's browser or computer or to compromise their privacy.

• **Spam:** it is forbidden to use the UCapital24 Services for the purpose of sending spam. Spam generally refers to a massive or aggressive activity that attempts to manipulate or alter UCapital24 or the experience on UCapital24, aimed at redirecting traffic or users' attention to unrelated accounts, initiatives, products or services. Here are just a few factors that we take into consideration, by way of example but not limited to, to determine if the behavior implemented is considered spam:

1. Posts or Direct Messages consist mainly of shared links without any comments;
2. numerous reports of spam against a user have been submitted;
3. you post duplicate (or very similar) replies, mentions or content on multiple accounts or multiple duplicate updates on a single account or create duplicate or very similar accounts;
4. you post multiple updates on a popular or trending topic with the intention of subverting or manipulating the topic to divert traffic or attention to unrelated accounts, initiatives, products or services;
5. the user sends a large number of unwanted replies or mentions;
6. the user adds other users to lists in a massive or aggressive way;
7. the user repeatedly publishes the account information of other users as if it were his own (e.g. bio, profile URL, etc.);
8. the user publishes misleading links (e.g. affiliate links, links to malware programs / click-taking pages, etc.);
9. the user creates dummy accounts, as well as false account views or interactions. Accounts created to replace suspended accounts can be permanently suspended. In the event of temporary or permanent suspension of the account, UCapital24 is entitled to withhold, as a penalty, the amount paid by the user for the period in which the same does not use the Services as a result of the aforementioned suspension.

10.13 Content Visibility

Accounts under review or for which we have detected sharing content that violates these Rules may have limited visibility of the account or related posts in various parts of the UCapital24 platform, including research.

II. General conditions of sale

11. Definitions

• **Contract:** contract for the sale or provision of services, concluded between the professional and the consumer, without the physical and simultaneous presence of the professional and the consumer through the exclusive use of one or more means of communication to distance. The distance contract can also be concluded between the Supplier and the User who is a professional pursuant to Legislative Decree 206/2005 and subsequent amendments and additions ("Consumer Code").

- **Supplier:** UCapital24 SpA (pi 10144280962), in the person of its Irpt dr. Gianmaria Feleppa, with registered office in Milan, via Molino delle Armi 11 - operational headquarters in Milan, Corso Giacomo Matteotti n. 1 / A - registered with the Milan Chamber of Commerce No. Rea MI-2509150;
- **Premium Services or Service:** paid services listed below that can be purchased on the platform (upon registration) www.ucapital24.com;
- **Social network:** digital platform www.ucapital24.com
- **User or Premium User or Client or Institutional Client:** user already registered on the www.ucapital24.com platform who intends or has already purchased the Premium Services.

12. Purpose of the Agreement

The purpose of this Agreement is to provide the User with financial information and analysis services, hereinafter also referred to as "Premium Services", upon payment of a fee that varies according to the services requested and the extent of which it is indicated on the appropriate web pages that describe them. These services, specifically described in the following art. 17, are made available by UCapital24 to its Customers, hereinafter also "Users" or "Premium Users", via e-mail and / or on the website www.ucapital24.com in a specific area of the social network, accessible only after registration to the same. During the term of the contract UCapital24 may develop new Premium Services. These services may be offered for a fee to Customers who request them, or be offered free of charge to the same who have subscribed to some of the Premium Services. In any case, the rights recognized to the User who qualifies as a consumer pursuant to the Consumer Code are expressly without prejudice to and without prejudice to the rights recognized.

13. Nature of the service offered

The Premium Services provided by UCapital24 aim to provide a framework, within the limits of the data and processing deemed useful and appropriate by UCapital24, of information, analyzes and indications that do not in any way represent a solicitation to public savings. Each investment choice is, in fact, the sole responsibility of the investor, since UCapital24 limits itself to providing information that can be evaluated by the Client. UCapital24 is therefore not responsible in any case for the operations carried out by the Users and for any direct or indirect damage caused by incompleteness or inaccuracies in the information and / or by any delay, inaccuracy, error, interruption or omission in the provision of Premium Services, without prejudice to or willful misconduct or gross negligence of UCapital24. The choice to use the data and information provided is the sole responsibility of the User, who therefore also bears all the risks and any consequences that may arise from the use of the data and information provided.

14. How to conclude the contract

In order to take advantage of some or all of the selected Premium Services, it is necessary to sign this Contract, making the payment according to one of the methods provided for in the following art. 16. Confirmation of having read our Terms and regulations of service and [Privacy and cookie policy](#) pursuant to art. 13 EU Reg. 2016/679. The burden of printing the text of this Agreement, of the Terms

and regulations of service and of the [Privacy and cookie policy](#) remains the sole responsibility of the Customer. The Contract is concluded when the Customer signs it, subject to the successful completion of the payment. A copy of the Agreement is made available to the User on a durable medium. It should be noted that this procedure for concluding the Contract is not applicable to the Api Feed Service, for which the need for direct contact with confidential negotiation is envisaged.

14.1. "UTradingSuite Premium" Broker Account Option

The "UTrading Suite Premium" option provides the services of Analysis&Signals, and Expert Advisor. This option allows the User to open a live account with one of our affiliated brokers. The latter are solely responsible for the account activation procedure and the related contracting with the User. It is specified that the Client who has requested this option is entitled to free use of the Analysis&Signals services, and Expert Advisor.

14.1.2. "UTradingSuite Premium" Full License Option

The "UTradingSuite Premium" option can also be activated upon payment of a monthly license equal to the amount indicated online in the appropriate form. This license provides for obtaining the services of Analysis&Signals, and Expert Advisor. To activate this license, the user must therefore provide his payment details, through a process managed by Paypal, before starting it.

14.2. Trial period

"UTradingSuite Premium" Full License UCapital24 offers trial periods of all Services - excluding "Feed Api" - for a period of 7 days and free of charge ("trial period") - to the User who subscribes to the Contract. UCapital24 reserves the right to modify this paragraph, with non-retroactive effect and therefore for contracts concluded after the modification itself, and without this implying any responsibility of UCapital24. In order to take advantage of the trial period relating to the chosen Service, UCapital24 will ask the User to conclude the Contract, following the procedure envisaged for its conclusion, and, therefore, to provide his data for payment, through a process managed by Paypal, before starting it. By providing such data, the User accepts these General Conditions and agrees that UCapital24 can automatically charge him the cost of the related paid Service starting from the first day following the end of the trial period, with a monthly charge that will be communicated in advance. If the User wishes to avoid this charge, he can withdraw (free of charge) from the Contract concerning the chosen Service before the end of the trial period (as reported) by expressing this will through the relative procedure provided by Paypal. The Agreement between UCapital24 and the User will cease to produce effects from the moment in which the latter has completed the aforementioned procedure. The User's withdrawal rights provided for by further provisions of these General Conditions and in any case in accordance with the law remain unaltered and unaffected.

15. Duration of the Contract "UTradingSuite Premium" Full License

The effectiveness of the Contract starts from the date UCapital24 sends the Customer the activation e-mail for the Services purchased. The subscription to the chosen Service has a monthly duration and

is automatically renewed. making the payment according to the rates in force, without prejudice to the User's right of withdrawal, as provided for by the following art. 20. UCapital24 reserves the right to terminate this Agreement early. The aforementioned withdrawal will be exercised by registered letter with return receipt, e-mail to the address provided during registration or Pec at the address provided during registration. This withdrawal will take effect after thirty days from receipt of the communication. In this case, UCapital24 will return to the User the portion of the consideration proportional to the period of time that will not have been used by the same, at the time when the withdrawal has become effective. The User, except for the reasons for withdrawal pursuant to art. 14.4 and art. 20, will have the right to withdraw, subsequently and at any time, from this Agreement by completing the appropriate form [\[withdrawal form\]](#)

This form must be sent as follows:

- by email to premium@ucapital24.com

This withdrawal will produce the its effects after 30 days from the communication, without any penalty, but with payment obligation for the month in progress on the date of the relative communication, except in the case in which the User is a consumer pursuant to Legislative Decree no. 206/05 of 6 July 2005 and, therefore, is entitled to the refund of any portion of the consideration already paid for the period for which the same does not benefit from the relevant Service / s covered by the Contract.

16. “UTradingSuite Premium” Economic Conditions Full License

By signing this Agreement, the User undertakes to pay UCapital24 the amount indicated online in the specific section. Except for the aforementioned trial period provided for in art. 14.4., The monthly amount of the Service must be paid in a lump sum, in advance, at the time of signing the Contract, and then subsequently, according to the payment methods indicated in the subscription procedure for the Services and listed below:

- 1) Paypal: in this case the financial information will be handled automatically by www.paypal.com without UCapital24 and / or third parties having access to it.

In case of total or partial non-payment, UCapital24 reserves the right not to activate the purchased Service, pending receipt of the remaining amount. Once the payment has been made and the positive outcome of the payment has been verified, UCapital24 will provide the User with access to the paid Services and will notify it by e-mail and at the same time the Customer will receive a payment receipt issued by Paypal.

17. Description of the Premium Services

The Services offered by UCapital24, visible in the appropriate UTradingSuite section of the website www.ucapital24.com, are the following:

- **Analysis & Signals:** Analysis & Signals is the Service that allows Users to access macroeconomic analyzes, financials, stocks, as well as buy / sell signals. The Analysis & Signals service will also be provided free of charge, if the User has opened a Live account with our affiliated brokers.

• **Expert Advisor:** Expert Advisor is the Service that allows you to purchase automated trading strategies created by our analysts and computerized in algorithms that operate automatically and independently managed by the Users themselves. In the “Option UTradingSuite Premium” version, the Client obtains access to all the strategies relating to the various phases of the market: intraday, microtrend, medium-long term. The Customer may have access to the aforementioned Service requested, through the appropriate interface on the platform, or by activating both his personal account and the live account opened through one of our affiliated brokers. In the latter case, it is specified that the Client does not in any way provide UCapital24 with the data relating to his trading account. The Expert Advisor service will also be provided free of charge, if the User has opened a live account with our affiliated brokers.

Feed Api: With Feed Api, companies or institutional bodies have the possibility of requesting a version of the previous Services adapted to their needs, which can only be purchased by means of private contracts and direct contact in the appropriate section.

18. User obligations:

The User of the Premium Services covered by this Agreement will be able to access the Services purchased through the identification code (USERNAME) and the personal code (PASSWORD) provided when registering on the platform. These codes are considered strictly personal and please refer to what is already established in the Terms of Use of this site.

The User undertakes to use the Services provided by UCapital24 within the limits described below:

- the use is intended for their own personal needs, excluding any other use or purpose and the User also undertakes to comply with all current regulations on the subject, otherwise incurring the civil and criminal liabilities established by law;
- not to reproduce any data, information, image or text obtainable through the Service provided to him, not to retransmit them, not even via the Internet, not to reprint them, photocopy them, distribute them, publish them, lend them or rent them, and therefore to keep them confidential and reserved and not to circulate them in any way, except with the prior written consent of UCapital24;
- to follow all the instructions provided by Ucapital24 for the use of the Service itself.

The User who subscribes to the UCapital24 Premium Services will in no way be able to collect users with the use by the latter of the Services covered by the subscription. All the analyzes and indications reported in the Premium area of the website www.ucapital24.com are protected by copyright and cannot be reused in public form - either in full format or by creating extracts - without first requesting and obtaining prior written authorization. by UCapital24. The redistribution via e-mail or via the web (for example on online forums) of the advice, or of the information provided to a Premium User in the Services purchased by him, represents a violation of the Agreement and of the aforementioned copyright and authorizes UCapital24 to terminate it based on to art. 21. The User must also equip himself with, and maintain in efficiency - at his own expense - all that is necessary to allow UCapital24 the transmission of the Service such as, by way of example but not limited to, the internet connection, the email. This Agreement cannot be transferred by the User to third parties, natural or legal persons, without the prior written consent of UCapital24.

19. Obligations and exclusion of liability of UCapital24

The advice, analyzes, operational strategies, information and services provided to the Premium User by UCapital24, while aiming to outline a framework of information, analysis and indications, do not represent a solicitation to buy or sell the financial products that are the subject of the information, analyzes and indications provided.

The Premium Services listed and described in art. 17 and the subject of this Agreement must not be considered a solicitation to public savings, but must be understood as technical-financial services of a standardized nature, not having as their object personalized investment advice provided in the context of a bilateral relationship with the investor. In fact, not being able to know the needs and financial situation of each individual User, it is not possible to offer any kind of personalized advice and it must be the responsibility of each User to adapt the operational strategies indicated to his specific personal situation. UCapital24 expressly draws the User's attention to the fact that all information, analyzes and operational strategies provided are obtained and processed based on third party sources and data, of which UCapital24 does not guarantee the absolute certainty and accuracy. Therefore, the User exonerates UCapital24 from any liability deriving from falsity, erroneous, incompleteness, inaccuracy, omission, alteration of the data used by UCapital24 for the analyzes and operational strategies provided, or due to errors committed by its analysts, except in the case of willful misconduct or gross negligence of UCapital24, without prejudice to the remedies provided for the protection of the consumer pursuant to the relevant legislation, as from time to time in force.

UCapital24 has no obligation of result in relation to the methods and / or purposes for which the information and analyzes provided will be used. UCapital24 will not in any case be held liable towards Users or third parties for any type of direct or indirect damage caused by the analyzes and advice indicated within the platform by the Premium Services, as well as by any incompleteness and inaccuracy of the information, from any delay, inaccuracy, error, interruption or omission in the provision of the Service, except in the case of willful misconduct or gross negligence of UCapital24.

In order to ensure maximum transparency, if an investment information or an analysis concerns a company linked to UCapital24 by corporate relations, or a security held in its portfolio, UCapital24 undertakes from now on to ensure the non-existence of any possible conflict of interest, given that this Agreement concerns mere automated services and in any way customizable. Otherwise, in the case of private and personalized services, this circumstance will be the subject of a specific agreement.

The User hereby exempts UCapital24 from any liability relating to and / or in any case deriving from the suspension, interruption or imperfect reception of the Service due to causes not attributable to it. By way of example, but not limited to, the following circumstances are indicated: power outages, irregular operation of the equipment, suspension or revocation of licenses, permits and authorizations necessary for the collection of data or for the dissemination of the Service as a consequence of the entry into force of new laws or regulations, elimination or changes in the functioning of computer networks for data transmission, trade union disputes, strikes, riots and in general, epidemics, any cause attributable to unforeseeable circumstances or force majeure and to causes not attributable to UCapital24, except for the mandatory limits of the law.

UCapital24 undertakes to work with care, within the limits of its competence, to try to avoid any interruption, even if only momentary, but the User acknowledges that UCapital24 will not be liable for any consequences deriving from the aforementioned possible interruptions. Furthermore, the

unpredictability of changes in scenarios, typical of equity markets, means that no forecast expressed by UCapital24 analysts can be considered safe.

20. Right of withdrawal

Pursuant to Legislative Decree no. 206/05 of 6 July 2005, and subsequent amendments, the User, who qualifies as a consumer, has the right to exercise the withdrawal from this Agreement within fourteen (14) days from the date of receipt, by e-mail, of the communication confirmation of the services purchased, by filling out the appropriate form that can be downloaded at this link [[withdrawal form](#)]. This form must be sent, within the aforementioned term, in the following manner:

- by email to: premium@ucapital24.com

If the User exercises the right of withdrawal, UCapital24 will reimburse all payments received by the User within fourteen (14) days from the day on which it is informed of the User's decision to make use of its right of withdrawal. The refund will be made using the same payment method used by the User, unless otherwise indicated by the latter.

21. Express termination clause

Without prejudice to the discipline referred to in art. 1453 of the Italian Civil Code regarding termination for non-fulfillment, it is expressly established that failure by the User to comply with even one of the clauses referred to in the previous articles 16 and 18, will result in the legal termination of this Agreement, so that the provision of the defaulting User may be immediately interrupted, also reserving UCapital24 the right to take action in any case for compensation for damages. Failure or delay in exercising one of the rights belonging to UCapital24 does not in any case constitute a tacit waiver of the same.

22. Contacts and assistance service

For further information and communications relating to this Agreement as well as to receive assistance in relation to it, please write to the following e-mail address: premium@ucapital24.com or to the following address: UCapital24 S.p.A, Corso Giacomo Matteotti n. 1 / A - 20121, Milan. Any changes in the addresses indicated above will be communicated and will be understood as known by the subscribers with the publication on the site.

23. General Clauses

These General Conditions of Sale may be modified from time to time for a justified reason. These changes will not be retroactive and the most recent version of the General Conditions of Sale, which can be found on this site, will govern our relationship with the User. In the event that any provision of these General Conditions of sale is deemed invalid or unenforceable, such provision will be limited or eliminated to the minimum extent permitted and the remaining provisions will remain in full force and effect. Failure by UCapital24 to apply any right or provision of these General Conditions of Sale cannot be interpreted as a waiver of such right or provision.

24. Prohibition of modification of the contract and applicable legislation

This Agreement and the "Online Order Form" constitute a univocal and definitive manifestation of the will of the parties and supersede and cancel any other previous agreement. The tolerance of one of the parties to the non-fulfillment of the other does not in any case constitute a waiver or modification of the corresponding rights. Any modification to the conditions of this Agreement must result, under penalty of nullity, in a written deed signed by both parties, without prejudice to the provisions of article 23 above. For matters not provided for in this agreement, the laws in force will be applicable.

25. Jurisdiction

This Agreement is governed by Italian law. The parties agree that, for any dispute arising from or relating to the interpretation, execution or dissolution of this agreement, the main jurisdiction will be i) if the User is a consumer, the consumer's court pursuant to and for the purposes of art . 66 bis of the Consumer Code; ii) if the User is a professional, the court of Milan.

26. Out-of-court settlement of disputes.

The User can submit any complaints to Ucapital24 at the e-mail address premium@ucapital24.com. Pursuant to art. 141-sexies, paragraph 3 of the Legislative Decree 6 September 2005, n. 206 (Consumer Code), UCapital24 informs the User who holds the status of consumer referred to in art. 3, paragraph 1, lett. a) of the Consumer Code, which, in the event that he has submitted a complaint directly to UCapital24, following which it has not been possible to resolve the dispute thus arisen, UCapital24 will provide information regarding the body or bodies of Alternative Dispute Resolution for the out-of-court resolution of disputes relating to obligations deriving from a contract concluded on the basis of these Conditions (so-called ADR bodies, as indicated in articles 141-bis and following of the Consumer Code). UCapital24 also informs the User who holds the status of consumer pursuant to art. 3, paragraph 1, lett. a) of the Consumer Code that a European platform has been established for the online resolution of consumer disputes (so-called ODR platform). The ODR platform is available at the following address <http://ec.europa.eu/consumers/odr/>; through the ODR platform, the consumer user will be able to consult the list of ADR bodies, find the link to the website of each of them and start an online resolution procedure for the dispute in which he is involved. In any case, the right of the consumer user to appeal to the competent ordinary judge of the dispute deriving from this contract, whatever the outcome of the out-of-court settlement procedure, as well as the possibility, where the conditions exist, to promote an out-of-court resolution of disputes relating to consumer relations through recourse to the procedures referred to in Part V, Title II-bis of the Consumer Code. The User who resides in a member state of the European Union other than Italy, can also access, for any dispute relating to the application, execution and interpretation of these Conditions, the European procedure established for small claims disputes, by Regulation (EC) no. 861/2007 of the Council, of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, rights and expenses, Euro 5,000.00. The text of the regulation is available on the website www.eur-lex.europa.eu.

27. Information

The User expressly acknowledges having received communication from UCapital24, pursuant to and for the purposes of art. 49 of the Consumer Code, of all the elements indicated therein, including, in particular:

a) the main features of the service purchased;

b) the identity of the professional, the geographic address in which he is established:

Ucapital24 S.p.A.

Via Molino delle Armi, 11

20123 Milan Italy

c) the total price of the service purchased including taxes;

d) the methods of payment, delivery and execution, the date by which UCapital24 undertakes to perform the service and the handling of complaints by UCapital24;

e) the conditions, terms and procedures for exercising the right of withdrawal in accordance with Article 54, paragraph 1, of the Consumer Code, as well as the standard withdrawal form;

f) the possibility of using an extra-judicial complaint and appeal mechanism to which the professional is subject and the conditions for accessing it.

28/12/2020