

MOM PROJECT COMMUNITY TERMS & CONDITIONS

The Website <https://myrealcv.io/> is the exclusive property of LBV S.r.l., with registered office in Milan at via Cadore 26, VAT and tax code no. 09236350964. This document (hereinafter, **T&C**), containing the terms and conditions of use and enjoyment of the "MyRealCV" service as well as the services provided through the Website (hereinafter "**MyRealCV**"), as identified below, must be considered together with the Privacy Policy

Through the dedicated Website, MyRealCV allows Users to set up a profile summarising information on the main skills trained through life experiences (hereinafter, the **Profile**). By using the Website, the User accepts the T&Cs. The MyRealCV service and the use of the Website are subject to the application of these T&Cs and any other rules or policies published on the Website. In the event of disagreement with any terms or conditions or subsequent changes to them, or in the event of dissatisfaction with the MyRealCV service, you shall have the right and duty to immediately stop using them.

1. Definitions

Contents: (i) files containing text, images, audio and/or video recordings, data and/or information organised in databases and in any case all files, documents and/or information in any format that MyRealCV makes available through the Website, including any Content licensed by a third party; (ii) files containing text, images, audio and/or video recordings, data and/or information organised in databases and in any case all files, documents and/or information in any format that is transmitted, copied, sent, made available to Visitors to the Website.

T&C o Conditions of Use: the provisions of this document.

Personal Data: all personal information relating to each User, including the person's name, address and telephone number, which may be collected through the Site.

User: any subject, natural person or legal entity, accessing the Website and possibly using the MyRealCV service.

Site: the domain <https://myrealcv.io/>, including any subdomains, any URLs or portions thereof developed by or on behalf of LBV.

1.2 Depending on the context, the meaning of a term used in the singular includes the plural, a term used in the masculine includes the feminine, and *vice versa*. It is understood that the headings of the clauses of this contract have a descriptive function and do not affect their interpretation.

2. Site Description

2.1 The Site and the MyRealCV service include an online Site through which: a) Users may fill in a test to create a profile containing the main skills they have acquired, with the right to share this profile with third parties, including through social networks (hereinafter, the Service). In order to use the Service, the User does not have to register but shall provide the requested data (some of which are optional, others compulsory, always in compliance with the applicable data protection regulations) so that the MyRealCV profile can be produced. LBV has no duty to check and/or verify the truthfulness of the information provided by users and therefore does not guarantee and cannot in any way be held responsible for the lack of truthfulness and/or reliability of the information contained

therein. Likewise, LBV is not obliged to verify, nor can it confirm the exact identity of the Users.

3. Privacy

The User declares to have read the Privacy Policy relating to MyRealCV, available at [this address](#), as amended from time to time, which contains all the information necessary for the User about the acquisition and use by MyRealCV of Users' Personal Data.

4. Liability of LBV

4.1 Exclusion of guarantees

The User accepts that the use of the Site and the MyRealCV service is entirely at his or her own risk and responsibility. The Website and the service provided through it are provided on an "as is" and "as available" basis, without warranties and/or liability of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability and fitness for a particular purpose are expressly disclaimed to the fullest extent permitted by law, and to the same extent, LBV disclaims all warranties for the safety, reliability, timeliness, accuracy, and performance of the Website.

To the fullest extent permitted by law, LBV disclaims all warranties for other services or goods received through or advertised on the Site.

To the fullest extent permitted by law, LBV disclaims any liability for the transmission of computer viruses or other harmful components in connection with the Site or the service provided therein.

4.2 Limitations of liability

In no event shall LBV be liable for any damages to third parties or contracting parties resulting, directly or indirectly, from the use of the Website or the MyrealCV service, or resulting from any contract between Users or between Users and third parties. This exclusion of liability covers, among others, direct, indirect, incidental, consequential damages, including: loss of profits, loss of data or loss of goodwill; computer damage; cost of substitute products or services; any damage related to personal or physical injury.

This limitation of liability shall extend to cases where LBV is advised of the possibility of such damages.

The damages to which the limitation of liability refers may result from the use or misuse of the Website or the services rendered through it, from the inability to use the Website or the MyRealCV service or from the interruption, suspension, modification, alteration, or termination of the Website or service.

This limitation also applies with respect to damages suffered as a result of other services or products received through advertising or in connection with the Site or any link on the Site, and as a result of information or advice received through or advertised in connection with the Site or any link on the Site. These limitations apply to the fullest extent permitted by law.

5. Content published on or via the Site

5.1 User-sourced content

All Content posted on the Site, transmitted through, or accessed via links from the Site, is the sole responsibility of the User from whom such Content originates. The User is solely responsible for any Content posted, emailed or otherwise made available through the Site. User understands that LBV does not control and is not responsible for Content made available through the Site, and that by using the Site, User may be exposed to Content that is offensive, indecent, inaccurate, illegal, or misleading.

5.2 Links to other websites

The Site may contain links to third-party websites or resources. LBV is not responsible for: (i) the availability or accuracy of such websites or resources; or (ii) the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by LBV of such websites or resources or the Content, products, or services available from such websites or resources. The User assumes sole responsibility for and all risks arising from his or her use of such websites or resources or the content, products or services on or available from such websites or resources.

LBV is also not responsible for the privacy policies or practices employed on other websites. When a User clicks on a link to another site, the User is responsible for reading that site's privacy policy.

5.3 User authorisation

Notwithstanding the foregoing, Users irrevocably authorize LBV, and/or other parties to whom LBV grants such authorization, to use the Content and any part or element thereof, without restriction, throughout the world, in perpetuity and for the duration of the legal protection granted in any country in the world.

By way of example but not limited to, the above-mentioned authorisation also includes the right:

- to publish, disseminate, communicate to the public and make available to the public in such a way that everyone can have access to it at the time and place individually chosen, in whole or in part, by any means and/or technology and in any way (including interactive), currently known and/or developed in the future, the Contents through the Site;
- for the purposes of the above, to reproduce and modify the Contents in any way or form in order to comply with the technological constraints imposed by the operating methods of the Site;

The above rights are considered to be granted on a non-exclusive basis and therefore the User remains entitled to use the same Contents in any form and manner.

5.4 User Statement

The User declares that he/she fully and legitimately owns all the rights relating to the Contents (by way of example but not limited to: copyright, image and/or personality rights in general, trademark rights and other private rights, privacy rights, portrait rights, etc.) that he/she publishes on the Website.

The User expressly declares that where he or she is not the full owner of the rights to the Content that he or she publishes, he or she has been expressly authorised to dispose of

the Content by the third-party owners of these rights and is therefore fully entitled to grant authorisation to use the Content to the extent provided for in these Conditions.

The User agrees not to publish any Content if such Content and/or its use

- is false, obscene, pornographic, defamatory, or includes racist, violent, offensive, harassing information, or incites to commit crimes or is otherwise illegal in Italy or in the place where you use the Site or the MyRealCV service under any other law however applicable;
- violates the rules on the processing of personal data or the protection of trade secrets and confidential information;
- presupposes that the User possesses authorisations, rights or requirements required by law that he does not have;
- infringes patents, trademarks, copyrights or other rights of third parties;
- contains computer viruses or any program or software designed to interrupt, destroy, damage or even limit the functionality of any software, hardware or network equipment or services or the Site;
- is in any way harmful to LBV, Users or third parties.

For all the above, the User releases LBV from any liability, damage, cost and compensation. The User guarantees the good quality of the Content he/she publishes and its suitability for the intended use.

6. Amendments

LBV reserves the right, at its sole discretion, to modify the Site or the service provided through it, or to modify these Terms of Use, at any time and without prior notice. In the event of changes to these Conditions, they will be published on the Site. The "Last updated date" at the bottom of these Terms will also be updated. By continuing to use the Site following the posting of a change to the Site or the sending of the notification of a change to the Terms of Use, the User accepts these Terms as amended. If you do not agree with these changes, your only option is to cease using the Site.

7. Intellectual and industrial property rights

Subject to the provisions of the Site's Privacy Policy, any Content transmitted to the Site or LBV by Users, whether by email or other means, for any reason whatsoever, shall be treated as non-confidential and non-proprietary. In the event that Users own all rights to such communications or Content, they expressly grant LBV and its designated licensors a non-exclusive, perpetual, worldwide license to copy, distribute, display, perform, publish, translate, adapt, modify, and or use such material for any purpose whatsoever, regardless of the form or medium (now known or hereafter unknown) in which it is used.

Please do not publish confidential information or information protected as intellectual or industrial property rights on the Site, unless otherwise agreed in writing.

If a User believes that his/her intellectual or industrial property rights or others have been infringed by a publication on the Website or through the MYRealCV service by another

User, the User must immediately, within 48 hours of discovering the infringement, send a written notice to LBV, email: info@myrealcv.com.

To be effective, the notification must include:

- The physical or electronic signature of the person authorised to act on behalf of the owner of an exclusive right that has allegedly been infringed;
- Identification of the protected Content that is allegedly infringed;
- Information reasonably sufficient to permit us to contact the complaining party, including an address, telephone number, and, if available, an email address at which the complaining party may be contacted
- An identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- A statement that the complaining party has a good faith belief that use of the material is not authorised by the copyright owner, its agent, or the law; and
- A statement by the complaining party that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

The User agrees that upon receipt of a notice of claimed intellectual property infringement, LBV may immediately remove the identified materials from the Site without liability to Users or any third party.

The User grants LBV a perpetual, royalty-free, non-sublicensable, non-transferable and non-territorial licence to use the profile photograph uploaded during the use of the MyRealCV service and expressly authorises LBV to use his or her own image depicted in the said photograph for the sole purpose of advertising the MyRealCV service. In any case, LBV's use shall be carried out in a manner, time and circumstances that do not harm the image and good name of the User who is the legitimate owner of the photograph and image rights.

8. Indemnity

The User of the Site agrees to release, defend, indemnify and hold LBV and its affiliates and subsidiaries, and their officers, directors, employees and agents harmless from and against any and all claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to:

- Users' access to or use of the Site, Services or Content, or their violation of these Terms of Use;
- the Content processed, transmitted, copied, sent, made available by the Users themselves;
- interaction with any other User;

LBV reserves the right, at its sole discretion, to organise the defence with a lawyer of its own choice, against all legal claims, lawsuits or other causes of action requiring financial compensation made by the User, without any objection from the User.

9. Relationship between the parties

LBV and Users are independent parties, each acting in its own name and for its own purposes. These Terms of Use do not create any subordination, agency, representation, association, intermediation, partnership, employment or franchise relationship between LBV and any User.

Nothing contained in the Terms of Use, the policies of the Site, or any other material shall be deemed to constitute, create, give effect to, or otherwise recognise any corporation, agency, joint venture, or formal business entity of any kind, or create any fiduciary relationship between the parties.

The rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. Applicable law and competent court

These Terms of Use shall be governed by and construed in accordance with the laws of the Italian Republic.

All disputes relating to the validity, interpretation or execution of these Terms of Use shall be submitted to the exclusive jurisdiction of the Court of Milan.

11. Additional conditions

The headings of the clauses of the Terms of Use are for descriptive purposes only and shall not affect their interpretation;

The User accepts that the rights and obligations contained in these Terms of Use, as well as any other documents that are incorporated into them by reference may be freely and lawfully transferred by LBV to third parties in the event of a merger or acquisition, or other extraordinary transaction;

In any case, through the Site, Users agree to comply with all national and international laws and regulations currently in force for the use of the Site and the MyRealCV service. No waiver of these Terms of Use shall be granted without the written authorisation obtained and a new contract signed between LBV and the User;

All communications for the attention of Users shall be sent to the e-mail address provided at the time of registration on the Site. Messages and notifications are considered to be received 24 hours after the email is sent, unless a notification has been received indicating that the email address is invalid or not working.

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