

CONDITIONS OF SERVICE

1. Definitions

- 1.1. **"Account"** means the portion of the Platform reserved for a Subscriber, which can be accessed using Credentials;
- 1.2. **"Client"** means the company, individual, or entity that gives an assignment for Consultancy to Fly Consulting;
- 1.3. **"Conditions"** means these terms service of Fly Consulting;
- 1.4. **"Consultancy"** means the consultancy services requested by the Client from Fly Consulting, as described in the Offer;
- 1.5. **"Consumer(s)"** means any natural person who requests the Consultancy for purposes not related to his or her professional activity;
- 1.6. **"Contract"** means the documents manifesting the agreement reached between the Parties for the provision of the Consultancy, which include the Offer and these Conditions;
- 1.7. **"Credentials"**: this is the user ID and password assigned to the Subscriber to access their Account and use the Platform services;
- 1.8. **"Fly Consulting"** or **"Company"**: Fly Consulting Service simplified limited liability company (S.r.l. semplificata), with registered office in via Cà Rezzonico n. 18, 30035 Mirano (VE), Vat Number and Fiscal Code: 04865980272; PEC: flyconsulting-service-srls@pec.it;
- 1.9. **"Subscriber(s)"**: all individuals with an Account;
- 1.10. **"Materials"** means the information and documents that Client provides to Fly Consulting for the performance of the Consultancy, as necessary and/or reasonably requested by Fly Consulting;
- 1.11. **"Offer"**: the commercial offer of Fly Consulting for the provision of Consultancy to the Client, to which these Conditions are attached. Such Offer may also be made through the display of services on the Platform, on which these Conditions are also made available;
- 1.12. **"Parties" and "Party"**: respectively Fly Consulting and the Client jointly, or each of them;
- 1.13. **"Platform"**: means the platform accessible at address <https://flyconsultingservice.it/> and its subdomains, through which Fly Consulting manages contacts with Clients and/or otherwise requests for Consultancy.

2. Subject matter, effectiveness and scope

- 2.1. These Conditions govern the terms and conditions on the basis of which Fly Consulting provides the Platform and will carry out the Consultancy in favor of the Client and, together with the Offer, jointly and in their entirety constitute the Contract between the Client and Fly Consulting.
- 2.2. By signing the Offer and/or the Conditions, or otherwise by accepting these Conditions through the digital means provided by the Platform, the Client acknowledges and agrees to enter into the Contract and to be subject to all the undertakings and obligations therein. These Conditions prevail over any terms and conditions of purchase prepared by the Client and/or any terms and conditions stated by the Client in its requests or communications, unless the latter have been expressly accepted in writing by Fly Consulting.
- 2.3. With reference to certain types of services, where expressly indicated in the Platform, Fly Consulting acts as a mere facilitator, while the services are provided by licensed third-party consultants. In such a case, the contract is entered into directly between the client and the third-party consultant and will be governed by the latter's terms and conditions, or at any rate by those to be agreed between the parties concerned.

Fly Consulting Service S.r.l. Semplificata

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3. Account registration and management

- 3.1. The execution of Contracts and otherwise the awarding of Consultancy assignments through the Platform is restricted to Subscribers. In order to register and obtain an Account, the user must provide the information listed in the registration form available on the Platform.
- 3.2. In filling out the registration form the user:
 - a. represents and warrants that all information required for registration and provided is true and accurate;
 - b. undertakes to preserve the accuracy of such information and to inform the Company immediately of any changes;
 - c. accepts and agrees to abide by these Conditions.
- 3.3. It is understood that the Subscriber is responsible for all data submitted at the time of registration and that Company shall have no obligation or burden to verify such information.
- 3.4. The Subscriber is required to keep the Credentials confidential and to take all necessary precautions to that end. The Account shall be maintained exclusively by the Subscriber, who shall be fully responsible for all activities that occur under his or her Account.
- 3.5. The Company reserves the right to suspend and/or cancel, at any time, the Account, in case of violation of the rights of third parties, of the provisions set forth in these Terms and Conditions and of any applicable and current legal provisions.
- 3.6. The Subscriber may, at any time and for any reason, close his/her Account through the procedure available in the specific section of the Platform. Such cancellation, however, will have no effect on Contracts already entered into and assignments already conferred, which will remain valid until their natural expiration.

4. Functioning of the Platform

- 4.1. While the Company adopts appropriate, state-of-the-art technological solutions to make sure that the Platform is constantly accessible and operational, it does not guarantee that this or any content, service or functionality will be free of errors, malfunctions, free of viruses or contamination or adverse effects, available without interruptions and downtime periods, compatible with any hardware or software, or that any defects will be corrected. Any commitment by the Company to develop further functionality of the Platform remains explicitly excluded.
- 4.2. The Company shall not be liable to the Subscriber for any amount whatsoever in any capacity (including damages and indemnities) in connection with the use and/or inability to use the Platform and/or in connection with any service interruptions or errors in the Platform.
- 4.3. Access to or functionality of the Platform may occasionally be restricted in order to perform maintenance or upgrade activities on the Platform, without any need for prior notice to the Subscribers by the Company.
- 4.4. The Company is free to modify, partially or completely, at any time, the operation and content of the Platform, without any obligation to provide prior notice to the Subscribers, provided that such changes may not affect the assignments for Consultancy already confirmed by Clients through the Platform.

5. Execution of the Contracts

- 5.1. In compliance with Article 13 of Legislative Decree No. 70/2003 containing certain provisions on electronic commerce, Fly Consulting informs the Client that:
 - a. after the registration phase on the Platform, in order to conclude the Contract the Client will have to select the individual services he/she intends to request. Before confirming the request, the Client will see the summary list of the requested services and only then can proceed to the actual ordering and signing of the Contract, by further confirmation on the portal;
 - b. any errors may be detected and corrected by the Client before confirming the order, at the time of the summary view of the required services, which is presented before



signing the Contract through the Platform using the digital procedure provided therein;

- c. the Client's request submitted through the Platform shall qualify as an irrevocable commitment to contract by the Client pursuant to Article 1329 of the Civil Code, for the term of 10 (ten) days;
- d. once the order has been registered, Fly Consulting will send to the Client - to the e-mail address provided by the Client in the registration phase - a confirmation containing: a reference number of the request, the services requested, an indication of the total price and any additional costs or commissions, and the link to the page of these Conditions. Only upon receipt of the confirmation may the Contract, governed by these Conditions, be deemed concluded;
- e. the order will be stored in the database of Fly Consulting for the time necessary for its execution and, in any case, within the terms of the law. The order history will appear in the Client's personal section on the Platform.

5.2. It is understood that with reference to certain types of services, where expressly indicated in the Platform, Fly Consulting's acts as a mere facilitator. In such a case, the contract takes place directly between the client and the third-party advisor, and the Platform merely puts the two parties in contact. The manner in which the contract is concluded will be the same as in the preceding paragraph, to the extent applicable.

6. Performance of the Consultancy

- 6.1. Fly Consulting will carry out the Consultancy through an autonomous organization, with management at its own risk and using its own capital and equipment.
- 6.2. Unless otherwise expressly stated in the Offer, the deadlines for the performance of the Consultancy are to be considered merely indicative and not essential.
- 6.3. Fly Consulting may involve its own employees and/or team, as well as third parties consultants identified by the Company, in the performance of the Consultancy of the activities, it being understood that Fly Consulting will remain responsible towards the Client for the activities performed by such employees, team members and/or third parties.

7. Fee and expenses

- 7.1. A fee is acknowledged for the Consultancy in favor of Fly Consulting, as specified in the Offer ("**Fee**"). Unless otherwise specified in the Offer, the Fee shall be exclusive of VAT and any additional charges applicable by law. The Fee will be due on the terms set forth in the Offer and, in the absence of express provisions, will be due upon completion of the Consultancy by Fly Consulting. Fly Consulting will issue regular invoices for the Fee. The Client shall pay such invoices on sight, by wire transfer to the bank account specified in the invoice.
- 7.2. Any out-of-pocket expenses (e.g. stamps, registration fees etc.) will be advanced by the Client, or reimbursed to Fly Consulting at the end of the month in which they were incurred. Such out-of-pocket expenses are not to be considered included in the Fee.
- 7.3. In the event of non-payment and/or delayed payment by the Client, it shall be Fly Consulting's right to suspend the provision of all Consultancy in progress as well as, where the delay lasts for more than 30 (thirty) days, to terminate with immediate effect - pursuant to Article 1456 of the Italian Civil Code - the existing Contract with the Client.
- 7.4. Any objections on the part of the Client with respect to the performance of the Consultancy and/or otherwise to Fly Consulting's performance of its obligations under the Contract shall not suspend the Client's obligation to pay the Fee. Pursuant to Article 1462 of the Civil Code, in fact, such objections may be raised only after the proper fulfillment by the Client of its obligations under this Article 7.

8. Obligations and responsibilities of the client

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- 8.1. The Client undertakes to provide Fly Consulting - upon the latter's request- with all the Materials necessary in order to ensure the full and proper performance of the Consultancy, by uploading them to the Platform or by the different means indicated by Fly Consulting. Any delay in the execution of the Consultancy due to the Client's failure to send Materials will be attributable solely to the Client. It is understood that the Client will be solely responsible for the completeness and correctness of the Materials, to the exclusion of any obligation of verification by Fly Consulting. The Client agrees to hold Fly Consulting harmless with respect to any third-party claim for damages due to the untruthfulness and errors of the Materials provided.

9. Obligations and responsibilities of Fly Consulting

- 9.1. Fly Consulting agrees to perform the Consultancy with professional diligence as well as in compliance with the provisions of the Contract and applicable law. Unless otherwise expressly provided in the Offer, Fly Consulting does not guarantee that the Consultancy will lead to specific and/or expected results for the Client. Fly Consulting's obligations under the Contract are to be understood as obligations of means ('obblighi di mezzi') and not of results.
- 9.2. In no event shall Fly Consulting be held liable for any damage, direct or indirect, suffered by the Client however related to errors or deficiencies in the Materials.
- 9.3. Fly Consulting shall not be liable for any indirect and/or consequential damages however arising from the Consultancy and/or all activities related to the Contract.
- 9.4. Except for any damages due to Fly Consulting's willful misconduct or gross negligence, Fly Consulting's liability for damages arising out of the Consultancy and all activities performed under or otherwise related to the Contract shall be limited to a maximum amount equal to the total amount received by Fly Consulting as consideration for the services in connection with which the damage occurred, as provided in the Contract.
- 9.5. With respect to the use of the Platform, the Company shall not be liable to the Subscriber for any damages - direct or indirect - arising out of or in connection with: (i) the delay or inability to use the Platform; and (ii) any activity of the Subscriber through the Platform.
- 9.6. In all cases where services are rendered by a third party and Fly Consulting acts as a mere facilitator, no liability can be charged to the Company for any default or breach or other obligation under the contract directly between the third party consultant and the client.

10. Confidentiality

- 10.1. "**Confidential Information**" means any information that is confidential, protected, and/or not generally available to the public, including without limitation, information relating in whole or in part, to financial, tax, and any other information relating to either Party, in any form shared.
- 10.2. Confidential Information does not constitute information that (i) was in the public domain or otherwise already known to the receiving Party at the time it was received; (ii) is disclosed to the receiving Party by a third party, without breach of confidentiality obligations; and (iii) is independently developed by the Party, without reference to Confidential Information.
- 10.3. Each Party agrees not to use or exploit the other party's Confidential Information for purposes other than fulfilling its obligations and/or exercising its rights under the Contract.
- 10.4. Fly Consulting may disclose Confidential Information to its collaborators/employees in the performance of Consultancy activities and agrees to obtain confidentiality commitments from such collaborators/employees similar to those provided herein.



- 10.5. It is understood that the confidentiality and non-use obligations set forth in this Article 10 shall remain in effect for a period of 2 (two) years after termination or cancellation of the Contract, for whatever reason.

11. Intellectual Property Rights

- 11.1. "**Intellectual Property Rights**" means patents, trademarks, logos, graphical aspects, trade names, domain names, designs (registered or de facto), copyrights and moral rights, utility models, software, know-how, and any other intellectual property rights, whether registered or unregistered, and all rights or forms of protection having equivalent or similar effects anywhere in the world.
- 11.2. Nothing contained in the Contract constitutes a transfer of ownership and/or any other right relating to the Intellectual Property Rights of one Party to the other.
- 11.3. In particular, the Company informs the Subscribers that all names, logos as outlined in form, image and characters, software, any distinguishing marks, designations, images, photographs, videos, illustrations, drawings, icons, written or graphic text used on the Platform are and remain the exclusive property of the Company and its assignees, without any rights to them being derived by the Subscribers from accessing the Platform and/or signing Contracts.
- 11.4. Reproducing (even partially) downloading, saving, transferring and/or communicating to third parties, modifying and/or using for any purpose and by any means without the prior written consent of the Company the material contained on the Platform is prohibited.

12. Duration

- 12.1. Unless otherwise agreed by the parties, the Contract will become effective from the time it is signed and will remain in effect until the completion of the Consultancy.
- 12.2. Withdrawal of the Consumer. Only in the event that the Client is a Consumer, and the Contract has been concluded through the Platform, the Client shall have the right to withdraw from the Contract no later than 14 (fourteen) days from the date on which he/she signed the Offer, or otherwise the Contract was finalized, by giving written notice to Fly Consulting.
- 12.3. Exclusion of Consumer's Right of Withdrawal. Client shall not have the right of withdrawal referred to in the preceding paragraph where Fly Consulting has begun to carry out the Consultancy and it appears from the Offer that the Client has requested that the Consultant commence such Consultancy prior to the expiration of the deadline for the exercise of the right of withdrawal. The Client expressly acknowledges and accepts that - with such a request for immediate commencement of activities related to the Consultancy - they lose the right of withdrawal provided by the Consumer Code.

13. Non-solicitation of employees and collaborators

- 13.1. Throughout the duration of the Contract and for the term of 2 (two) years following its termination, for whatever reason this may occur, the Client agrees not to hire or establish a working relationship with employees and/or collaborators of Fly Consulting.
- 13.2. In the event of a violation of the prohibition against solicitation of employees and/or collaborators, the Client will be required to pay Fly Consulting - as a penalty - an amount equal to the gross annual compensation of the employee/collaborator diverted, in the year preceding the termination of the employment or collaboration relationship with Fly Consulting (or, in the case of a shorter period, the annual projection based on the gross reference amount for that shorter period).

14. Processing of personal data

- 14.1. Fly Consulting processes Client's personal data in accordance with applicable laws and regulations, in particular EU Reg. 679/2016 (General Data Protection Regulation - GDPR) and Legislative Decree 196/2003 (Personal Data Protection Code), as amended from time



to time. Complete information with respect to the processing of personal data can be found in the privacy policy of Fly Consulting, available on the Platform and/or separately made available to the Client.

15. Jurisdiction and applicable law

- 15.1. The Contract is governed by Italian law.
- 15.2. For all disputes relating to or otherwise connected with the Contract, the Court of Venice shall have exclusive jurisdiction. As an exception, if the Client is a Consumer, the Court of the place of residence or domicile of the Client, if located in the territory of the Italian Republic, shall have jurisdiction.

16. Miscellaneous

- 16.1. **Entire agreement:** this Contract constitutes the entire agreement between the Parties. Any previous agreement between the Parties, whether written or oral, shall therefore be deemed superseded.
- 16.2. **Amendments:** any amendments to this Contract must be stipulated between the Parties in writing and signed by both under penalty of nullity.
- 16.3. **Severability:** the potential invalidity any clauses shall not affect the validity of the remaining provisions of the Contract, which will remain fully valid and effective.
- 16.4. **Suspension of the Consultancy.** In the event that the performance of the Consultancy presents, in Fly Consulting's reasonable opinion, critical issues with respect to the relevant legal and regulatory framework, Fly Consulting may suspend the Consultancy by giving written notice to the Client. In such a case, Fly Consulting shall in no way be held liable for non-performance and/or delayed performance of its obligations under the Contract. In such case, it will be Fly Consulting's right to withdraw from the Contract - without any charge or liability - by giving written notice to the Client. If such situation is not clarified within 30 (thirty) days of Fly Consulting's initial notice, the Client shall also have the right to withdraw from the Contract, without any liability to Fly Consulting. It is understood in all cases that Fees will be due for any activities already performed by Fly Consulting prior to the termination of the Contract.
- 16.5. **Subscription and storage.** Signing by electronic signature, as well as scanning these Conditions and/or the Offer complete with subscription and/or their acceptance by the digital means provided by the Platform, shall have the same value as an original. The Parties expressly agree that this Contract may be signed, exchanged, and stored in electronic form.