

TERMS OF USE

This page (together with the documents referred to on it) tells you the terms and conditions of use (“Terms”) on which you may make use of our website www.betterly.com/uk (hereinafter the “Website”). Please read these Terms carefully before you start to use the Website. By using our Website, you indicate that you accept these Terms and Privacy Policy and that you agree to abide by them. If you do not agree, please refrain from using our Website.

The use of this Website and these Terms are governed by Italian law and will be subject to the exclusive jurisdiction of the Court of Milan.

1. Information about us

1.1 www.betterly.com/uk is a website operated by Betterly S.r.l. (“Betterly”, “we” or “us”). We are registered in Italy under VAT number IT 10253910151 and have our registered office address at 28100 Novara (Italy), Via Giovanni da Verrazano, n. 15.

1.2 If you want to contact us, you can do so by following the [‘Contact Us’ link](#) at the footer of every page: You will find the following contact details in the Knowledge Base: Address, Telephone Number and E-mail Address.

2. Access and Use of the Website

2.1 We grant you a limited, revocable and non-exclusive licence to access and make personal use of this Website. Any use of the materials and information on the Website other than for private, non-commercial viewing purposes is strictly prohibited. You are responsible for making all arrangements necessary for you to have access to our Website and you should carry out your own due diligence as regards any representations and/or recommendations we or others make on our Website.

2.2 When using particular services or competitions available on the Website, you may be subject to any rules applicable to such services which may be posted from time to time and such rules take precedence over these Terms. If you do not agree with these Terms and/or any additional rules for specific services and/or are not authorised to do so, you should not continue to access and use the Website or related services or competitions.

2.3 We reserve the right to prevent and/or suspend your access to the Website where we reasonably consider that you are in breach of these Terms or any applicable law or regulation. Access to this Website may also be subject to interruptions from time to time in order for maintenance and/or repair work to be carried out. We will not be liable if for any reason our Website is unavailable at any time or for any period.

2.4 If you choose, or you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party and you should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. You agree to accept responsibility for all activities that occur under your account or password. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

3. Intellectual property and related rights

3.1 You agree that the Website and all its component parts, including but not limited to its contents, photos, text, presentations, names, titles, brands, drawings, models and the associated software are protected by intellectual property rights and related rights and are the property of Betterly and/or its licensors. Accordingly, any use, reproduction, representation or distribution in part or in full of these items, other than reproductions with no amendments or alterations made for personal and private copying purposes only, is strictly prohibited. You must not use any part of the materials on the Website for commercial purposes without first obtaining a written express licence from us to do so.

3.2 If you print off, copy or download any part of our site in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. Our Liability

4.1 This Website and all information, content, materials and services included on or otherwise made available to you through this Website are provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials or services included on or otherwise

made available to you through this Website. By using this Website, you expressly agree that your use of this Website is at your sole risk.

4.2 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control.

5. Reliance on Information Posted

Advice, information and/or commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed and are for guidance purposes only. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

6. Uploading Information to our Website

6.1 Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must comply with the content standards set out in these Terms and our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

6.2 Any material you upload to our Website will be considered non-confidential and non-proprietary and we have a non-exclusive, royalty free, sub-licensable right to use, copy, adapt, distribute and disclose to third parties any such material for any purpose in any form throughout the world in perpetuity. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, right to privacy and/or right not to be defamed. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to us including the execution of deeds and documents at our request.

6.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website and we have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

6.4 You represent and warrant that you own or otherwise control all of the rights to the content that you post and/or upload. Furthermore that, at the date that the content is submitted to the Website:

(i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Term and will not cause injury to or defame any person or entity. You agree to indemnify us and our affiliates for all claims brought by a third party against us or our affiliates arising out of or in connection with a breach of any of this warranty.

7. Links to and from our Website

7.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and we do not control and we are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them or any material found there or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk. Any transaction which you undertake with a third party website is between you and such third party website and is subject to the terms and conditions of that third party website of which they should advise you of directly. You should carefully review their terms and conditions applying to the transaction.

7.2 If you would like to link to this Website, you are granted a limited, revocable and non-exclusive right to do so solely on the basis that you link to, but do not replicate the home page of this Website, and you agree to comply with the content standards set out in our Acceptable Use Policy.

7.3 We expressly reserve the right to revoke the right granted in paragraph 10.2 for breach of these terms and to take any action we deem appropriate. You warrant that you shall comply with paragraph 10.2 and you will indemnify us for any breach of that warranty.

8. Information about You and Your Visits to our Website

8.1 We process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

8.2 This Website uses cookies and you may delete and block all cookies but you may not be able to access all or parts of our Website. For further details of the cookies used on our Website, please refer to our Cookie Policy.

9. Viruses, Hacking and Other Offences

9.1 You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

9.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990 as amended or like legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

9.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

9.4 You must not use the Website as part of any unlawful activity or to cause any one annoyance, inconvenience or needless anxiety.

9.5 We do not warrant that this Website; information, content, materials, products (including software) or services included on or otherwise made available to you through this Website; their servers; or e-mail sent from us are free of viruses or other harmful components.

10. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be in writing and/or electronic. For contractual purposes, you acknowledge that any contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Trademarks

Betterly® and other marks indicated on our Website are trademarks or registered trademarks of us or our subsidiaries (collectively "Betterly"), in the European Union and/or other jurisdictions. www.betterly.com/uk graphics, logos, page headers, button icons, scripts and service names are

the trademarks or trade dress of Betterly. Betterly's trademarks and trade dress may not be used in connection with any product or service that is not Betterly's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Betterly. All other trademarks not owned by Betterly that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

12. General

12.1 If we fail at any time to insist upon strict performance of any of your obligations under these Terms or any other contract, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.2 We reserve the right to amend or delete any part of the Website and/or these Terms at any time and without notice. Therefore, we recommend that you review these Terms on a regular basis to ensure that you are kept up-to-date with any such changes.

12.3 For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.