

## Terms of use - Disclaimer

### Legal notice

The website, [www.beewiseapp.com](http://www.beewiseapp.com), (The "**Beewise Website**") and the education platform, which consists of a specific section of the Beewise Website, available at <https://learningplatform.beewiseapp.com/login> (the "**Learning Platform**", and collectively referred to as the "**Website**") are initiative of:

Azimut Investments S.A., public limited company (*société anonyme*) (also referred to as "**Azimut Investments**", "**we**", "**our**", "**ourselves**" or "**us**")

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Azimut Investments is authorised in Luxembourg as (i) alternative investment fund manager according to the Luxembourg law of 12 July 2013 on alternative investment fund managers and (ii) management company under Chapter 15 of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment by the

Commission de Surveillance du Secteur Financier (CSSF)

Website: <https://www.cssf.lu/en/>

Further information on Azimut Investments (including information on its complaints handling policy) is available on the following website: <https://www.azimutinvestments.com/>).

### Access to the Website

By visiting the Website, you are deemed to have read, understood and accepted to comply with and be bound by the present terms of use (the "**Terms**") and any modification thereto governing, together with our Privacy notice, the access to and use of the Website. If you disagree with any part of these Terms, you are required to refrain from using the Website.

The Website is intended exclusively for use by persons residing in Italy, Luxembourg, France and Belgium. Access to the Website from users from other jurisdictions might be restricted from local laws and regulations.

Azimut Investments assumes no responsibility for any access or use of the Website by persons residing outside the above mentioned jurisdictions or for any consequences arising from their access.

For information regarding Beewise App, please refer to the Beewise App Terms and Conditions and the FAQ.

## Disclaimer

Unless stated otherwise, all information, texts, documents, brochures, images, photographs, videos, diagrams, graphics, opinions, statements and, in general, all content hosted and published on the Website (the "**Content**") is made available to you only for information purposes and free of any charge.

Nothing contained in the Website constitutes an investment advice, a recommendation or an expression of Azimut Investments' view as to whether a particular security or financial instrument is suitable for any visitor accessing the Website or meets their financial or any other objectives. Neither the information, nor any opinion contained in the Website constitutes a solicitation or offer by Azimut Investments to buy or sell any securities or other financial instruments, nor shall any such security be offered or sold to any person in any jurisdiction in which such offer or solicitation would be unlawful under the securities laws of such jurisdiction. In particular, the Contents provided through the Website does not constitute and are not intended to be an investment recommendation within the meaning of Regulation (EU) No 596/2014 nor a personal recommendation within the meaning of Directive 2014/65/EU.

Azimut Investments has taken all reasonable care to ensure the reliability of information published on the Website at the time of online publication. However, the Website and its Content is provided to you 'as is' without warranty of any kind. To the maximum extent permitted by applicable laws and regulations, Azimut Investments gives no warranty or representation as to the accuracy, reliability, completeness, updating or maintenance of the Content and waives all liabilities in relation to that Content. Nothing in the Content should be deemed to constitute any legal, tax, accounting or any other professional advice or service. The use of the Website and any decisions based on its Content are at the sole discretion and responsibility of the visitor. In no event shall Azimut Investments be bound by any decision on investment, disinvestment or conservation taken by any visitor on the basis of the Content and by the result of these decisions. You should not rely solely on the information contained on the Website as such information may not be updated. The Content may be changed or removed at any time at the sole discretion of Azimut Investments.

## Intellectual Property

The Website and its Content and all intellectual property rights contained therein (including all content, look and feel, structure, software, object and source codes and databases) (hereinafter, the "**Materials**"), are owned by Azimut Investments or its licensors. Intellectual property rights mean rights such as, but not limited to: copyright, trademarks, domain names, design rights, database rights, patents, trade secrets, know-how and all other intellectual property rights of any kind whether or not they are registered or unregistered anywhere in the world. In addition, all page headers, custom graphics, images, button icons or the like are owned by Azimut Investments.

It is strictly prohibited to reproduce, copy, adapt and/or translate, change, distribute, transmit, publish, communicate, extract data from, reuse or create derivative works from, or operate the Materials in any other way, in whole or in part, through any type of media, without the

prior written authorisation of Azimut Investments.

Access to and use of the Website does not imply the sale or transfer of any license or right relating the Materials other than what is strictly necessary to use the Website as intended by Azimut Investments.

Azimut Investments reserves the right to take whatever lawful actions it may deem appropriate in response the unauthorised use of the Materials.

### **Website's privacy notice**

When using certain features of the Website, we collect personal information about the visitor and, as the case may be, personal information of third parties provided by the visitor via the Website. We will process such personal information collected as data controller in accordance with the Website's privacy notice as accessible in the section Policies of the Website.

### **External links**

The Website may contain hypertext links to other web pages or apps that are operated by third parties. Azimut Investments assumes no responsibility for the operation and content of these other web pages and/or apps.

Azimut Investments is not responsible for hypertext links that may be placed by third parties on other pages in order to redirect you to our Website or to any content hosted on our Website. Azimut Investments reserves the right to prohibit and/or block any link to the Website made available without our permission, at any time, without notice and at its sole discretion.

### **Proper use of the Website**

You may use the Website only for lawful purposes and in accordance with these Terms. You undertake not to misuse the Website in any manner that could disable, overburden, damage, or impair the Website or otherwise attempt to interfere with the proper working of the Website or with any other user's access to the Website.

When you set up the credentials for the registration on the Learning Platform or the access to any restricted areas of the Website, you must process such information as confidential and not disclose it to any third parties. Registration will allow you to access certain Content on the Learning Platform or other parts of the Website (if any).

Azimut Investments reserves the right to deactivate at any time the user's credentials where, according to Azimut Investments' reasonable opinion, you have not complied with these Terms. In order to ensure the security of your account, you agree:

- not to provide false personal information on the Website or create an account on behalf of another person without authorisation;

- not to create more than one personal account;
- not create another account without permission from Azimut Investments if the original account is disabled;
- not to use your account for commercial gain;
- ensure that your contact information is always correct and up-to-date.

## Prohibited Activities

When using the Website, you are strictly prohibited from engaging in activities that violate these Terms, applicable laws, or third-party rights, including but not limited to:

- (a) defaming, threatening, abusing, using intimidating practices against, or violating the rights of Azimut Investments or others;
- (b) disseminating unlawful, obscene, defamatory, inappropriate, false, or misleading content;
- (c) testing, analyzing, or exploiting vulnerabilities in the Website's security or authentication systems;
- (d) installing, uploading, or distributing malware through the Website;
- (e) using the Website's infrastructure in an abusive, excessive, or inappropriate manner, including for spam purposes;
- (f) implementing automated data extraction, collection, or scraping processes without express authorization;
- (g) using the Website for unauthorized commercial purposes, advertising, or promotional activities;
- (h) abusively using someone else's account and the related information;
- (i) abusing other users' accounts or collecting their personal information without consent;
- (j) promoting activities that may endanger your life or that of other users or cause physical harm, including threats or incitement to suicide, glorification of self-harm, illegal drug use, or alcohol abuse;
- (k) publishing content protected by intellectual property laws without proper authorization;
- (l) posting content that violates third-party rights, including confidential information or personal data;
- (m) concealing the identity, using the identity of others or pretend to act in the name of a third party (including Azimut Investments), unless authorized by that third party; and
- (n) misrepresenting your relationship with or endorsement by the Website.

We reserve the right to take any necessary action to safeguard our legitimate business interests when we reasonably believe that you have violated these Terms, applicable laws, regulations, or third-party rights. Such actions may include, but are not limited to, suspending your access to the Website, disabling user accounts, terminating any existing agreements, immediately and on notice, and reporting inappropriate conduct to relevant authorities (including judicial or regulatory bodies).

## Indemnity

To the extent that we have not breached our legal or contractual obligations, you agree to indemnify and hold harmless Azimut Investments, its affiliates, directors, officers, employees, agents and partners from and against any and all claims, damages, losses, costs and expenses - including, without limitation, legal fees and expenses - arising from or relating to: (a) your use of the Website; (b) your breach of these Terms; (c) your violation of any applicable law or regulation; (d) your infringement of any third party's rights; or (e) any content you submit, post or transmit through the Website.

## Changes to the Website, the Content and the Terms

Azimut Investments may regularly make updates and changes to this Website and the Content therein, as well as these Terms accordingly, in order to: (i) ensure compliance with applicable laws and/or reflect changes in relevant laws and regulatory obligations, such as consumer and investor protection laws; (ii) perform temporary maintenance, fix bugs, implement technical changes and make enhancements, such as adapting the Website to a new technical environment, transferring the Website to a new hosting platform, or ensuring the Website's compatibility with certain devices (iii) update or modify the Website, including discontinuing compatibility with certain devices, releasing a new version of the Site, or otherwise correcting or making changes to existing features and functionality; (vi) change the structure, design or layout of the Website, including changing the Website's name or re-branding, or correct, improve and/or expand available features and functionality; (v) for security reasons; and (vi) for anti-piracy reasons.

## Miscellaneous

Should any clause of these Terms be found invalid or null, such invalidity or nullity shall not affect the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. Any invalid or null provision shall be deemed replaced by a valid provision that most closely reflects the original intent.

No delay or omission by Azimut Investments in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy.

## Applicable law and jurisdiction

These Terms are subject to the laws and regulations of the Grand Duchy of Luxembourg. The courts of the city of Luxembourg will have exclusive jurisdiction to settle any dispute concerning the interpretation and performance or non-performance of these Terms. Nothing in these Terms derogates your rights as a consumer under the mandatory law of your place of residence.