# Legal Notice and Terms of Use of the Website

This page contains the terms of use and legal notices for the website <u>https://www.planetwin365affiliate.com/</u> (hereinafter referred to as "**Site**").

The Site is created and owned by PWO S.p.A. (hereinafter referred to as "**Owner**"), with its registered office located in Rome (RM), Via degli Aldobrandeschi 300, VAT and Tax Code 13747301003 – P.E.C.: <u>pwo@legalmail.it</u> - Registered with the Rome Business Register under R.E.A. number RM - 1470551, a company with a sole shareholder.

# 1. Copyright and Registered Trademarks

All contents of the Site, including data, news, information, images, graphics, designs, trademarks, domain names, software, source code, and any other technical and graphic elements, including web interfaces and APIs (hereinafter referred to as "**Content**"), are the property of the Owner or third parties who have licensed them. Unless otherwise stated, the Content of the Site is protected by copyright, trademark, or other intellectual property and/or industrial rights.

The User is authorized to use the Content solely for personal use, with the express prohibition of reproducing, copying, publishing, licensing, creating derivative works, transferring, or selling any information or commercially exploiting such Content. Additionally, it is prohibited to remove, obscure, or alter any trademarks, logos, or legal notices displayed on the Site.

If the User prints, copies, or downloads any part of the Site in violation of these Legal Notices, their right to use the Site will immediately cease, and they must, at the Owner's discretion, return or destroy any copies of the material obtained.

# 2. Use of the Website

By using the Site, the User expressly agrees to comply with the provisions set out in these Legal Notices and to refrain from violating, in the use of the Site and in the enjoyment of any services provided, the intellectual or industrial property rights or other exclusive rights of the Owner or third parties.

# 3. Limitation of Liability

The Owner commits to maintaining and managing the Site using the best available expertise to ensure its efficiency. In this regard, the Owner cannot be held responsible for any damage, including but not limited to direct, indirect, consequential, special, incidental damages, or for any damages and/or anomalies that may occur and are beyond the Owner's technical control, such as, for example, malfunctions in the management of telecommunication networks or malfunctions due to defects in the means essential for accessing the Site, or due to improper use of such means, as well as damages from loss of profits and/or programs or other data on the User's computer system. Furthermore, the Owner is excluded from any liability for the interruption of any Services and Content due to force majeure.

# 4. Access to Linked External Websites

These Legal Notices do not extend to any other websites accessible via links present on the Site. Links to external websites provided on this Site are offered solely as a service to users, and the Owner accepts no responsibility for the accuracy or completeness of the set of links indicated.

The links do not imply that the Owner or the Site is affiliated or associated with such external sites.

The inclusion of links does not imply any approval or shared responsibility by the Owner regarding the legitimacy, completeness, reliability, legality, or accuracy of the information contained on the linked websites, as well as the privacy policies adopted by those sites.

Navigation and interaction on any other website (including, without limitation, websites that have a link to our Site) are subject to the rules and policies of the third-party site (including their privacy policy).

### 1. Security

The User is made aware that the transmission of data over the Internet cannot achieve absolute security levels. It is their responsibility to implement appropriate cybersecurity measures and to verify the accuracy of any data provided.

The Owner is not required to perform any service other than the accurate and correct application of the security standards imposed by current legislation, particularly the application of the security measures outlined in Regulation (EU) 2016/679, or in subsequent national or European laws that will come into effect.

The User is prohibited from misusing the Site by intentionally infecting it with viruses, worms, logic bombs (timebased malware), or other harmful or dangerous technological materials. It is also prohibited to attempt to gain control of the Site, the server on which the Site is hosted, or any server, computer, or database connected to it. In these cases, any rights to use the Site will immediately terminate. To the extent permitted by law, the Owner shall not be held liable for any loss or damage caused by viruses or other technically harmful content that may infect the User's computer, programs, data, or other materials owned by the User while browsing the Site or from downloading any material published on the Site.

# 2. Privacy

The Owner places the utmost importance on the confidentiality, security, and protection of the personal data provided by Users. Any processing of personal data is carried out in accordance with the applicable European and national legislation (EU Reg. 2016/679 GDPR and Legislative Decree 196/2003, as amended), in the manner specified in the privacy policy available at https://www.planetwin365affiliate.com/wp-content/uploads/2025/03/Privacy\_Policy\_ENG.pdf

# 3. Publication, Modification, and Validity

These Legal Notices are valid and effective from the date of publication.

The Owner reserves the right to make changes to the legal notices at any time, without prior notice. Such changes will be effective from the date of publication on the Site.

The User is encouraged to regularly review the most recent updated version, which is available and permanently accessible from any page of the site by clicking on the "Legal Notices" link.

The User's continued use of the Site after such modifications will imply their implicit acceptance of the updated terms.

# 1. Partial Ineffectiveness

In the event that any provision included in these Legal Notices is deemed invalid, ineffective, or null, or otherwise unenforceable, the remaining provisions will continue to be valid and enforceable to the extent possible.

# 2. Applicable Law and Competent Court

These Legal Notices are governed by Italian law.

Any disputes arising from or in connection with these Legal Notices, including, without limitation, those relating to the validity, effectiveness, annulment, interpretation, and/or execution of the provisions, shall be subject to the exclusive jurisdiction of the Court of Rome.