TERMS AND CONDITIONS OF USE

USERS OF ONE OR MORE OF THE WEBSITES <u>WWW.AQUAFIL.COM</u>, <u>WWW.ECONYL.COM</u> AND <u>WWW.DRYARN.COM</u> (HEREINAFTER REFERRED TO AS THE 'WEBSITE') ACKNOWLEDGE TO HAVE CAREFULLY READ THE FOLLOWING CONDITIONS BEFORE PROCEEDING TO CONSULT OR USE THE WEBSITE.

Use of this Website is subject to the following terms and conditions of use ('**Terms and Conditions of Use**'). By accessing the Website, the user unconditionally accepts the following Terms and Conditions of Use and their mandatory nature. Should the user not agree to accepting all the Terms and Conditions of Use, he or she is invited to leave the Website immediately.

The Website is managed by Aquafil S.p.A. ('Aquafil', and, together with its subsidiaries, 'Aquafil Group'), an Italian company, and holding company of the Aquafil Group, headquartered in Via Linfano 9, Arco, Trento, Italy.

Aquafil reserves the right, at its sole discretion, at any time and without notice, to modify the Terms and Conditions of Use applying to the Website. The use of the Website subsequent to any such modifications shall continue to imply the acceptance of the Terms and Conditions of Use in their modified form.

1. Intellectual property rights

The Website, considered in its entirety, and all its contents, as well as trademarks owned by the Aquafil Group are owned, and registered, by Aquafil ('**Trademarks**').

All the Trademarks and logos used on the Website, whether registered or not, including, but not limited to, the trademarks 'ECONYL®' and 'Dryarn' and all other associated characteristic signs reproduced on the Website are and shall remain the exclusive property of Aquafil. Such Trademarks and signs may not be used with reference to any product or service not deriving from the Aquafil Group, and, in any case, in such a way as to create confusion among users or to denigrate or discredit the name of Aquafil, of the Aquafil Group, of the trademarks 'Aquafil', 'ECONYL®' or 'Dryarn' or of the products distinguished by the aforementioned Trademarks.

The user acknowledges and accepts that the Website and all its contents, including, but not limited to, all text, information, data, images, icons, photography, illustrations, multimedia content (graphical, audio and video), graphics, indexes, descriptions, metadata, software, HTML code and screens, included therein, and other similar content (hereinafter collectively referred to as the '**Content**'), are owned by, are in concession to, or otherwise available to Aquafil and/or the Aquafil Group, and are subject to the protection provided for by international laws regarding intellectual property, including, but not limited to, patent rights, copyrights, trade secrets, trade names, trademarks, service trademarks, moral rights, know-how and any other a similar right recognized by law or international convention in any nation or jurisdiction of the world. The Content of the Website is presented for informational or promotional purposes only. Use of the Website is permitted exclusively for private, personal and non-commercial purposes. The user may, in accordance with these Terms and Conditions of Use, except as otherwise indicated on the Website, access, download, copy, record in memory, manipulate, reformat, print or display any Content for which access has been authorized, albeit exclusively for personal and non-commercial use, in compliance with applicable regulations.

The user may not reproduce, download, copy, record in memory, manipulate, reformat, print, display, publish, transmit or distribute the Content or create work deriving from the Content of the Website, or from its use, for purposes other than personal or non-commercial use, and, therefore, may not offer any such Content or derivative for sale, or otherwise make any other use of the Website or of the Content included therein.

In any case of use of the Website, whether permitted or not, no right, title or interest deriving from or related to the Content, material or software of the Website is intended to be transferred to or acquired by the user. The user agrees to conform to all policies regarding copyright or trademarks and to any other policy included on the Website or the Content. All rights are reserved in all countries of the world.

2. Disclaimer

The Website and its Content are proposed to the user exclusively as they are, according to availability and without guarantees of any kind, either explicit or implicit. No assertion of facts or any guarantee may derive from written information provided through the Website or in relation to its Content, including, but not limited to, any guarantees of ownership or protection from malicious programs (such as viruses, worms or so-called Trojans) or implied warranties of merchantability or fitness for any particular purpose. Aquafil expressly disclaims any assertion of facts or of guarantees.

Under no circumstances shall Aquafil, or any other company of the Aquafil Group, be held liable (for any reason, whether contractual or non-contractual) for any direct, indirect, incidental, accessory or other financial or non-pecuniary damage (including, by way of example and not limited to, damage due to loss of profit or income, loss of data or programming, even if Aquafil has been informed of the possibility that such damages may occur) deriving from:

- (a) Use of the Website by the user, including, but not limited to, any loss or damage caused by any delay, inaccuracy, error or omission concerning any information obtainable from or through the Website;
- (b) Inability of the user to use the Website for any reason, including, but not limited to, communication errors or any other failure to transmit or deliver any information obtainable from or through the Website;
- (c) Cancellation, correction, damage, loss or failed recording of any information inherent in or transmitted through the Website;
- (d) Use of any product or service obtainable from or through the Website;
- (e) Unauthorized access to the Website or unauthorized alteration of transmissions or of data;
- (f) Declarations or conduct of third parties on the Website; and/or
- (g) Any other event or occurrence in any way connected to the Website.

By using the Website, the user, therefore, undertakes to bear all risks associated with such use, relieving Aquafil and all companies of the Aquafil Group of any liability for damages arising from or caused by improper use of the Website or related to it in any way. Aquafil makes every effort to ensure the accuracy and timeliness of the information contained on the Website, but does not, in any way, guarantee that such information is complete, accurate or always up-to-date, nor that the Website is free of imperfections or that any imperfections will be corrected.

Any reference to any products or services that have been or may be provided by Aquafil, or by any other company authorized for such purpose by Aquafil, shall not constitute a promise that such products or services will be available at any time. Modifications or improvements to such products or services may be made at any time without prior notice.

Without prejudice to applicable regulations regarding advertising obligations for listed companies, the material shown on the Website may, in any case, contain inaccuracies or misprints. Aquafil may not be held liable in any way for any inaccuracies, errors, losses or damages caused or resulting from any trust or confidence associated by the user to information obtainable from or through the Website. It is under the exclusive responsibility of the user to independently evaluate the information and content obtainable from or through the Website.

In any case, Aquafil reserves, at any time, the right to modify or temporarily or permanently disable the Website (or any part thereof) with or without prior notice. The user acknowledges that Aquafil shall not be held liable in relation to the user or any third party for any modification, suspension or interruption of the Website.

3. Sending of material via the Website

The user acknowledges that any proposal, project, concept, photograph, contribution or any other content or material (excluding personal data, hereinafter collectively referred to as '**Material**') published, communicated or sent to Aquafil via this Website, or by any other means, shall not constitute confidential material and shall not be owned by the sender, but will become and remain the property of Aquafil. Any communications or material submissions from the user implies the transfer to Aquafil of all rights, titles and interests, including those deriving from copyright, associated with the submitted Material. Aquafil is not and shall not be required to: (*i*) maintain the confidentiality of any submitted Material; (*iii*) pay compensation for the use of any submitted Material or in connection with it; (*iiii*) respond to any submitted Material or to confirm any receipt thereof. The user declares and guarantees that any submitted Material does not in any way violate any rights of third parties, including, but not limited to, rights relating to copyright, trademarks, patents, trade secrets, confidentiality or other rights of property or of a personal nature. By submitting any Material, the user acknowledges the right, but not the obligation, of Aquafil to copy, publish, distribute or use such submitted Material, or any part thereof, for any purpose, including, but not limited to, advertising, promotional, product development or other commercial purposes, excluding the right of the user or any third party to receive any related fee. The user is and shall be solely responsible for the content of any submitted Material.

4. Cookies

In order to ensure the functioning of the Website and to improve services offered, including, but not limited to, the sending of advertising messages in line with the user's preferences, the Website makes use of cookies. For relevant general information, information on cookies used by the Website and information on how to disable them or deny consent to their use, please refer to the Cookie Policy.

6. Links to other websites

The Website may contain links to access other websites owned by third parties. Such websites may contain and be governed by their own terms and conditions of use or have no terms and/or conditions of use. Aquafil assumes no liability whatsoever for such websites, and provides such links only in order to support the user's independent browsing. Such links may lead to advertisers, content providers or other companies that may, in some cases, use the Aquafil logo and/or graphics, also as the result of co-branding agreements. The websites of such parties may send cookies to the user, may collect information and may use such information in ways that are inconsistent with these Terms and Conditions of

Use. Having no direct control over such websites or external sources, Aquafil may not in any way be held liable in relation to them, and, accordingly, declines all liability for the content, advertising, products, services and any other material available on or disseminated by such websites or external sources. In addition, Aquafil may not be held liable for any damage or loss, real or presumed, deriving from the use or trust placed in content, products or services available through such websites or external sources.

7. Security

The security of data transmitted over the internet cannot be guaranteed to be completely secure. It is possible that third parties, outside the control of Aquafil Group, and without the permission or knowledge of Aquafil Group, are able to intercept transmissions or private communications transmitted through the Website. Aquafil undertakes, as far as possible, to protect the user's personal information. However, Aquafil cannot warrant or guarantee the security of any information transmitted by the user. Information is thus transmitted by the user at his or her own risk, and Aquafil may not be held liable in any way for any breach of security not directly attributable to negligent conduct by Aquafil itself.

8. Acceptance of the Terms and Conditions of Use

By accessing the Website, the user declares and warrants to: (a) accept these Terms and Conditions of Use; and (b) use the Website in full and continuing compliance with applicable legislation and with these Terms and Conditions of Use. The user also declares to indemnify and hold harmless Aquafil from any damage, cost, liability, legal action, judgment, penalty, expense, obligation, loss, claim, action, cost or expense (including, but not limited to, billable fees or legal fees), relating to, or arising from, any violation of these Terms and Conditions of Use or any use of the Website by the user.

9. Applicable legislation and jurisdiction

By accessing the Website, the user acknowledges and agrees to accept the validity of Italian law. These Terms and Conditions of Use are governed by and are to be construed in accordance with Italian law. Any action arising from or relating to the Terms and Conditions of Use shall, accordingly, be subject to the exclusive jurisdiction of the Court of Rovereto, Italy. It is understood by the user that, regarding the correct interpretation of these Terms and Conditions of Use, in the event of any discrepancy between the original text in Italian and any translation into any other language, the original text in Italian shall be considered as the binding version of these Terms and Conditions of Use.