

## **TERMS AND CONDITIONS**

The Website <https://www.findmylost.it/en> , herein referred to as FML, is owned by FindMyLost S.r.l., VAT IT09405890964, with registered office in Via Arena 25 - 20123 Milan - Italy, represented by its pro tempore legal representative (hereinafter “FindMyLost” or simply “FML”) and operated and maintained by itself

FML provides the possibility to publish main information regarding a Found Item (picture, date and geo- localization where found, and main characteristics), to edit the related post afterwards and the possibility to search for a Lost Item Users can get in contact with each other or with the FML’s client, on behalf of which FML is managing the service described above, through the platform and get advantage of the integrated messaging system to agree on the modality of returning, rewarding the Finder, using the logistic partner associated to the platform to send or to pick it up. When the Finder is a company that is FML’s client, the payment of a service management fee may be requested by the Finder to the owner.

The above is collectively defined as “The Service”, subject to the following Terms and Conditions of Use.

PLEASE READ THESE WEBSITE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE (THE WEBSITE) OR THE WEBAPP (THE “WEBAPP”). THESE WEBSITE TERMS AND CONDITIONS OF USE OF THE SITE AND THE WEBAPP (THE TERMS OF USE) GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE AND THE WEBAPP. THE WEBSITE AND THE WEBAPP ARE AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE OR THE WEBAPP. BY ACCESSING OR USING THE WEBSITE OR THE WEBAPP, YOU (THE “USER”) ARE AUTHORIZED TO SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

### **1. TERMS OF USE**

1.1 By using the Service in any way, the User agrees to comply with and be bound by the Terms of Use, which will prevail over any other condition or agreement indicated by the User.

1.2 The use of the Service is allowed only to Users who have reached the age of eighteen, according to applicable legislation in the country of the User’s residence.

### **2. AMENDMENTS TO THIS AGREEMENT**

2.1 FML reserves the right to modify these Terms of Use. Substantial amendments shall be communicated with at least 30 days’ notice through the contact details provided during registration or by means of a specific notice on the Website and/or WebApp thereof.

2.2. In the event of disagreement with the changes, the User has the right to withdraw from the contract without penalties within the notice period indicated. Continued use of the Service after the expiry of the notice period constitutes acceptance of the changes.

2.3 Any modification affecting the essential subject matter of the Service or the consideration payable shall be communicated in the manner set out in clause 2.1. Changes of a merely technical or formal nature may be made without prior notice.

### **3. COPYRIGHT AND INTELLECTUAL PROPERTY**

3.1 All copyright and intellectual property rights in the text, images, software and other materials of the Website and the WebApp are owned by FML.

3.2 The Content is protected by copyright and other laws in both Italy and other countries. Elements of the Website and the WebApp are also protected by trade dress, trade secret, and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the Website or the WebApp are trademarks or trade dress ("Marks") of FML, its affiliates or other entities that have granted FML the right and/or the license to use such Marks and may not be used or interfered with in any manner without the express written consent of FML.

3.3 The User cannot copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Website or the WebApp in any way without FML's prior written permission.

### **4. LIMITED LICENSE**

4.1 FML grants the User a limited, personal, non-transferable, revocable license to:

- Access and use the Website or the WebApp, the Content and the Service only in the manner presented by FML,
- Access and use FML computer and network services offered within the Website or the WebApp (the "FML Systems") only in the manner expressly permitted by FML.

4.2 Except for this limited license, allowing the User to access the Website or the WebApp, FML does not convey him any interest in or to the FML Systems, information or data available via the FML Systems (the "Information"), the Content, the Service, the Website, the WebApp or any other FML property. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of FML. The User cannot make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by FML.

### **5. USER RESPONSIBILITY**

5.1 The User is personally and solely responsible for the use of the Service and for his own behaviour.

5.2 The User guarantees the availability or the ownership of the lost property, which is the subject of his Lost & Found announcement. The User is personally and solely responsible for the lawfulness, truthfulness and completeness of his Lost & Found announcement.

5.3 The User shall also ensure that his own announcement does not violate any copyright nor industrial property rights nor other third-party rights.

5.4 In case of a dispute by a third party with respect to any advertisement or conduct related to it, the User assumes full responsibility and agrees to hold harmless and indemnify FML.

5.5 The User will also be solely responsible for any damages that could occur to his computer system that results from the use of the Service.

5.6 Each User is allowed to create only one registered account by default. For Users who attempt to create several accounts, FML reserves the right to suspend accounts without further notice.

## **6. PROHIBITED CONTENT AND CODE OF CONDUCT**

6.1 The User agrees not to post, email or otherwise make available any content that is covered by copyright or other proprietary rights, contrary to law, morality or public order; more specifically the User agrees not to post any content:

- a) That is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy;
- b) That is pornographic, obscene or depicts a human being engaged in sexual conduct of any kind;
- c) That harasses, degrades, intimidates or is hateful toward an individual or group of individuals based on religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) That impersonates any person or entity, including, but not limited to, an FML employee, director, manager, officer or agent or falsely states or otherwise misrepresents your affiliation with a person or entity;
- e) That includes personal or identifying information about another person without that person's explicit consent;
- f) That is false, deceptive, misleading, deceitful, or constitutes "bait and switch";
- g) That infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that the User does not have a right to make available under any law or under contractual or fiduciary relationships;
- h) That constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- i) That constitutes or contains any form of advertising or solicitation;
- j) That includes links to commercial services or Websites;
- k) That advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law;
- l) That contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

m) That disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other Users' ability to use the Service; or

n) That employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, the User agrees not to:

o) Contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;

p) "Stalk" or otherwise harass anyone;

q) Collect personal data about other Users for commercial or unlawful or harassing purposes;

r) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services - unless expressly permitted by FML;

s) Post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on FML infrastructure;

t) Post the same item or service in more than one category, or in more than one metropolitan area;

u) Attempt to gain unauthorized access to FML's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Services of this Website or WebApp; or

v) Use any form of automated device or computer program that enables the submission of postings on this Website or WebApp without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

6.2 The User shall be personally and solely responsible for his own content and the consequences of submitting and publishing his Content on the Service; therefore, the User expressly agrees to exonerate FML from any responsibility and to refrain from any legal actions against FML regarding his content.

6.3 In any case FML reserves the right to remove, at its sole discretion and without notice, any content that violates the code of conduct.

Although FML will always strive to resolve issues to the satisfaction of the User in a professional, courteous and friendly fashion, it will not tolerate any unacceptable or unreasonable behaviour towards FML Client Service Team members. Unacceptable behaviour directed towards Client Service staff or FML may, for example, include any of the following:

a) Aggressive, abusive and threatening behaviour. Examples include any and all direct or implied threats on any communication channel; intimidating language; personal and verbal abuse; sexist,

racist, homophobic, or derogatory remarks; rudeness; inflammatory statements; swearing; and unsubstantiated allegations.

b) Persistently making habitually demanding or vexatious complaints, despite the matter having been fully addressed; similarly, repeating complaints persisting despite reasonable and fair solutions being offered in accordance with our policies.

c) Asking, expecting or demanding staff to breach established company policy guidelines, e.g. refund amount, timelines, special compensation, etc.; similarly, seeking an unrealistic outcome beyond the scope of our own policies and procedures.

d) Repeatedly changing the nature (or focus) of a complaint or the desired outcome, part way, after a formal response has been provided.

For such behaviour, complainants may be advised and formally notified of the following:

1) Their language is considered offensive, abusive, threatening, and wholly unacceptable.

2) They must refrain from using such language, intimidation, and threats.

3) There will be no further exchange of correspondence on the matter if they persist with this behaviour.

## **7. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

7.1 FML makes no representations about the results to be obtained from using the Website or the WebApp, the Service, the Information or the Content. Its use is at the User's own risk and responsibility. The Website and the WebApp, the Information, the Services and the Content are provided on an "as is" basis. FML, its licensors, and its suppliers, to the fullest extent permitted by law, disclaim all warranties, express or implied, statutory or otherwise, including (but not limited to) the implied warranties of merchantability and non-infringement of third parties' rights. FML and its affiliates, licensors and suppliers make no representations or warranties about the accuracy, completeness, security or timeliness of the Content, Information or Service provided on or using the Website or the WebApp. No information obtained by the User from the Website or the WebApp shall create any warranty not expressly stated by FML in these Terms of Use. Some jurisdictions do not allow limitations on implied warranty, so the limitations and exclusions in this section may not apply. If the User is dealing as a customer, his statutory rights that cannot be waived, if any, are not affected by these provisions. The User agrees and acknowledges that the limitations and exclusions of liability and warranty provided in these Terms of Use are fair and reasonable.

7.2 Under no circumstances shall FML be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if FML has been advised of the possibility of such damages), resulting from any aspect of the User use of the Service, including, without limitation the id tags, errors on this Website or on the WebApp, content posted on this Website or on the WebApp, and viruses on this Website or on the WebApp, whether the damages arise from use or misuse of any of the services, including, without limitation, the tags, from inability to use the services, or the interruption, suspension, modification, alteration, or termination of any of the services. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or

advertised in connection with the Service or any links on or through the Service, as well as by reason of any information or advice received through or advertised in connection with, on or through the services or any links on or through the services. These limitations shall apply to the fullest extent permitted by law. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply, but all other limitations of liability as may apply to the User do apply.

7.3 Nothing in these clauses shall prejudice any mandatory rights granted to the User under the applicable mandatory laws of the User's country of habitual residence, including rights arising under European and national laws on the supply of digital content and consumer protection. The above limitations of liability shall not apply in cases where FML's liability arises from wilful misconduct, gross negligence, or breach of mandatory obligations.

## **8. LINKS**

8.1 The Service may provide, or third parties may provide, links to other Worldwide Websites or resources. Because FML has no control over such Websites and resources, the User acknowledges and agrees that FML is not responsible for the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Websites or resources.

8.2 The User acknowledges and agrees that FML shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **9. LIMITATIONS ON SERVICE**

9.1 The User acknowledges that FML may establish limits concerning use of the Service, including the maximum number of days that Content will be made available by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which the User may access the Service.

9.2 The User agrees that FML has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service.

9.3 The User acknowledges that FML reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that FML shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Service.

## **10. TERMINATION OF SERVICE**

10.1 The User agrees that FML, in its sole discretion, has the right (but not the obligation) to delete or deactivate any account, block his email or IP address, or otherwise terminate his access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if FML believes that the User has acted inconsistently with the letter or spirit of these Terms and Conditions of Use.

10.2 The User agrees that FML shall not be liable for any termination of his access to the Service.

10.3 The User agrees not to attempt to use the Service after said termination.

## **11. COST OF THE SERVICE**

11.1 The registration on the Website or on the WebApp and both the publication of the announcement of finding or losing a property may be free of charge or may be charged.

### **11.2 Reward Incentives**

Any rewards promised by the User who lost a valuable are for the benefit of the User who found it. The minimum reward offered on FML platform is equal to 10% of the market value of the object, as suggested by the Website or the WebApp, with a minimum of €5. The User who lost the item can at its discretion decide to offer a non-refundable fee above the minimum or 10%. The User who receives the reward can decide at its discretion to devolve this amount to charity foundations partners from those indicated by FML or the same FML. The User acknowledges that FML is not responsible and cannot guarantee or otherwise facilitate the payment of any rewards.

### **11.3 Commissions on the reward**

If the User chooses to offer a reward for the return of the lost valuable, such User is required to pay to FML, in addition to the reward of the preceding paragraph and to any logistics costs for returning the item, a fixed minimum commission equal to €2,50 + 5% of the market value of the item.

11.4 FML reserves the right to apply a fee for the services it provides such as custody, practical administration and the delivery of the object, which could be performed by FML Client companies. The User is responsible for paying all fees associated with using the Service and the Website and the WebApp and all applicable taxes. There are no refunds.

11.5 Unless otherwise stated, all fees are quoted in EURO.

11.6 FML offers secure payment methods through the following third-party providers: PayPal and Stripe. Payments made through such providers are processed directly by them and are subject to their respective contractual terms and conditions, which the User is required to read, understand, and comply with before proceeding with payment. FML is not a party to such contractual relationships and assumes no liability for the manner in which payments are processed by the providers themselves. For the applicable terms and conditions, please refer to: PayPal [https://www.paypal.com/uk/legalhub/paypal/home?locale.x=en\\_GB](https://www.paypal.com/uk/legalhub/paypal/home?locale.x=en_GB), Stripe <https://stripe.com/it/legal/ssa>. The User is responsible for verifying from time to time that the providers' terms are up to date before using the payment service.

## **12. SHIPPING AND DELIVERY SERVICE**

12.1 The Shipping and Delivery Service (SDS) is a service offered by FML that enable a Finder of a lost property or a lost property office of a FML Client Company to return the lost item to the rightful owner, through a delivery contract between the Finder and FML Partner Company selected for the SDS. By using the SDS the User agrees to the following conditions:

12.2 The lost properties are shipped and delivered by FML Partner Company.

12.3 Unless otherwise agreed, the found items will be shipped to the address specified by the User.

12.4 Delivery time and prices depend on the item weight, the size and shipping distance, and may vary.

12.5 The delivery terms are merely indicative and are not binding; therefore, FML shall not be liable for any delay in delivery. In particular, FML shall not be liable for delays resulting from unforeseeable circumstances, force majeure or events not attributable to FML, therein including the actions of third parties.

12.6 Prices exclude packaging; in any case the exact cost of the Service will be communicated to the User before he stipulates the contract.

12.7. FML offers a secure payment method through PayPal or Stripe. Payments made via PayPal and Stripe will be processed in accordance with the terms and conditions of the service provider. For further details, please refer to the legal agreements for the services:

PayPal: <https://www.paypal.com/it/webapps/mpp/ua/legalhub-full>;

Stripe: <https://stripe.com/it/legal/ssa>;

The User is responsible for verifying from time to time that the providers' terms are up to date before using the payment service.

12.8 Unless otherwise stated, all prices are based on the Euro currency.

12.9 In any case, both if the User decides to benefit from the SDS and if the User decides to retrieve the Lost and Found item in person, he expressly renounces to any claim or legal action against FML for possible damages, missing pieces, defects or other apparent imperfections of the delivered items, with the sole exception of shipping damages.

12.10 By accepting the package(s) being delivered and/or by signing the shipping company's paperwork or electronic device of the courier company without noting any damage, the User agrees that the package(s) have arrived without any visible shipping damage.

12.11 If the Users receive items with obvious signs of damage to the packaging or contents should, without prejudice to their statutory warranty rights, complain immediately to the shipper/courier service and contact the courier company immediately by email or other means. The User must report any of these damages at the latest, within eight days of delivery of the item, in writing, by recorded delivery letter with acknowledgement of receipt, attaching the delivery note and a clear description of the nature of the defect. FML does not accept any liability for defects reported outside the term identified herein.

12.12 In compliance with the terms and indications of the Italian Civil Code, article 927, FML, providing the SDS, acts solely and exclusively as transport agent and/or private carrier, since the obligation to return the lost property to the rightful owner cannot be transferred from the founder to another person (except the city major). Therefore, the User acknowledges that FML does not replace or represent in any way the Finder of the lost item and neither does FML assume obligations and responsibilities that bound the User/Finder.

12.13 When benefiting from the SDS, the User expressly accepts the terms and conditions of the delivery provider. This includes an expressed acceptance of the possible related customs charges and duties, carried out in the interest of the User. If the User refuses the package due to duties, brokerage fees or import taxes, the User assumes full responsibility for all costs related to the process.

12.14 Finally the User acknowledges and agrees that, if he decides to benefit from the SDS, such agreement shall not signify the stipulation of a deposit contract concerning the lost property. Therefore, FML doesn't assume any of the depositary and responsibility ex art. 1766 et seq of the Italian Civil Code

12.15 If the User receives by the Shipping and Delivery service an item that does not belong to him, he must notify FML within 30 days by email to be sent to: [info@findmylost.it](mailto:info@findmylost.it), publishing it through a new announcement on the Website.

12.16 Users are responsible for providing complete and accurate shipping addresses. All consignee names, address and payers name should be valid. Users are solely responsible for the accuracy of data that they provide to FML. Should any information be incorrect and prevent any shipment or deliveries or customs clearance, FML will not be held responsible and will not offer any compensation in such cases. FML cannot make changes to the shipping address once a package has been shipped, and FML is not liable for packages lost due to incomplete or inaccurate addresses.

12.17 FML cannot be held responsible for any package that does not make it through the local customs and is destroyed due to the item being illegal in the destination country. Users are solely responsible for complying with the local laws.

12.18 All shipments reported as "delivered" by the shipping companies are considered delivered. FML cannot be made liable for non-delivery in this case.

12.19 With regards to non-dispatchable items, please check the regulations of the countries concerned as each country has different laws in this regard. Items that fall into one of the following categories will not be shipped regardless of destination country:

- Weapons and ammunition;
- Dangerous goods;
- Class 1 (explosives except for UN codes 0014, 0323, 0325, 0431, 0432, 0454, 0503);
- Class 2.3 (toxic gases);
- Class 4.1 (self-reactive substances which require controlled temperature; UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368);
- Class 5.2 (organic peroxides which require controlled temperature; UN codes 3111 to 3120);
- Class 6.1 (toxic substances Packaging Group 1);
- Class 6.2 (biohazardous substances);
- Class 7 (radioactive substances);
- Class 9 (UN codes 2212, 2590, 2315, 3151, 3152);

- Wastes, living botanicals, livestock, animals, perishables;
- Money, precious metal, jewellery, gemstones, works of art, antiques, checks, ready-to-use credit cards, coins, fiscal stamps, valid telephone cards;
- Any means of payment, securities (guarantees), valuables, documents, removal goods, bulk material;
- Finished tobacco products (cigarettes, cigars, etc.);

### **13. PRIVACY POLICY**

13.1 Except as provided for in Article 15.5 below, FindMyLost S.r.l. is the Data Controller as owner of users' data processing.

13.2 The data will be collected and processed according to the "Privacy Policy" published on FML in accordance with GDPR – EU Regulation 679/2016.

13.3 The Privacy Policy explains how FML utilizes users' information and sets out the conduct that the User agrees to comply with while using the service.

13.4 The User may contact FML at any time to exercise his/her rights, as indicated in the Privacy Policy.

### **14. APPLICABLE LAW AND JURISDICTION**

14.1 Except as provided for in the following clause 14.2, the relations between FML and the User are governed by Italian law, and any dispute shall be subject to the exclusive jurisdiction of the courts of Milan.

14.2. The consumer's right to bring proceedings before the courts of their place of habitual residence and to rely on the mandatory protective rules provided by the law of the country in which they habitually reside is expressly reserved; such rules shall prevail over Italian law in the event of any conflict.

### **15. SPECIFIC CONDITIONS FOR USERS RESIDING IN SPAIN AND FOR THE USE OF THE SERVICE UNDER THE ADIF CONTRACT**

15.1. The provisions of this article shall apply exclusively to users accessing the Service through the web portal or mobile application of Administrador de Infraestructuras Ferroviarias (ADIF), or through any other channel made available under the supply contract entered between ADIF and Italtel S.A.U. (hereinafter, "ADIF Users").

15.2. Without prejudice to the provisions of Article 14, the relationship between FML and ADIF Users shall also be governed, additionally and with precedence over any contrary provision of these Terms, by the applicable Spanish law, including in particular: (a) Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights; and (b) the mandatory Spanish consumer protection rules applicable to the service provided in Spanish territory.

15.3. In the event of any conflict between the provisions of these Terms and the mandatory rules referred to in clause 15.2, the latter shall prevail to the extent strictly necessary to ensure compliance with the applicable law.

15.4. These special provisions shall not prejudice the rights that European and Spanish law grants to ADIF Users irrespective of the law governing the contract.

**15.5. Processing of ADIF Users' personal data.**

With specific reference to the processing of ADIF Users' personal data, FML acts as a Sub-processor (in Spanish, Sub-encargado) pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR), on behalf of Italtel S.A.U., which is the Processor (in Spanish, Encargado), which in turn acts on behalf of ADIF, which is the Controller (in Spanish, Responsable). The personal data of ADIF Users (identification data, contact details, and data relating to the management of lost property) are processed by FML exclusively for the proper management and control of lost property, as provided for in the contractual agreements between FML, Italtel and ADIF. Where the User considers that the processing of their personal data infringes the provisions of the GDPR or the LOPDGDD, they shall have the right to lodge a complaint with the Spanish Data Protection Agency (AEPD). ADIF Users are therefore invited to refer to the privacy notice provided by the Data Controller.