

## GENERAL CONTRACT CONDITIONS

### 1. INTRODUCTION

- 1.1. These General Contract Conditions (hereinafter simply "GCC") are designed to be used for the ruling of the relationships between Users and HAVE FAN S.r.l. (VAT and TAX ID No. 02860880356) and registered office in Via F.lli Cervi 105/1 - Reggio Emilia, Italy as well as the relationships between Users themselves, which represents an unavoidable general principle under these GCCs.
- 1.2. HAVE FAN S.r.l. is the Holder of the Trademark Have Fan, the web portal available online under [www.have.fan](http://www.have.fan);
- 1.3. The website [www.have.fan](http://www.have.fan), its subdomains, as well as any other websites used by HAVE FAN to distribute its services (hereinafter simply "Website"), used to establish the contact between the Users (Hosts and Guests). The Hosts offer the Guests an experience for payment consisting in the attendance to sport shows and other ancillary events and happenings (hereinafter simply "Service" or "Services") throughout the duration of the events offered by the Hosts through the Sites (hereinafter simply "Ad" or "Ads").
- 1.4. As the Provider of the Site, HAVE FAN will create, sell, control, manage, or supply no services and no Ads used for the publicity of the latter, and neither it shall organize or sell any tourist/travel arrangements as described by the European and Italian regulations.
- 1.5. HAVE FAN has no control on, and shall not warrant (i) the existence, quality, safety, suitability, and lawfulness of any Service or Ad; (ii) the accuracy, correctness, and authenticity of the contents of the Ads; and (iii) the compliance and conduct of the Users and thirds. The use of "verified" or similar terminologies in relation to a User merely means that the User underwent and passed the process of verification and identification where required and it shall have no other meaning because

HAVE FAN has no title to release any certification or warranty about and on account of any User.

## **2. REGISTRATION**

- 2.1. The use and the supply of the services is strictly reserved to Users of age making private use and refraining from any profit or marketing use of it. Under the terms of these GCCs, the supply of the Service to Users under age is strictly forbidden. To use the Site, Users must provide their personal data to HAVE FAN as follows.
- 2.2. To use the services, Users must enter all personal details as requested including name, surname, date and place of birth, fiscal code, address, bank account details, e-mail address, phone number. Concurrently, the User will be required to accept these GCC and Privacy Policy.
- 2.3. Users undertake to supply true and complete data and keep them updated and waive and release HAVE FAN from any liability for any pecuniary and non-pecuniary damages caused by violations of any of the above points, and strictly limited to the damages occurred.

## **3. USE OF THE WEBSITE**

- 3.1. These GCC do not establish any employment, collaboration, representation or agency relationship between HAVE FAN and the Users.
- 3.2. HAVE FAN is not liable for any contents, activity or service accessed by Users either directly or through external links (so-called hyperlinks).
- 3.3. By accessing the Site its functions and services, Users tacitly agree to behave in strict compliance with these GCCs and only make use thereof that is permitted by the law. More specifically, Users refrain from using the Site and/or its functions and services to send or spread out illicit, erroneous, inaccurate, misleading, injurious or defamatory statements or any other content that may somehow be detrimental to HAVE FAN and/or other Users. Users shall also refrain from sending advertising

materials or communications likely to impair the proper operation of the Site and its functions and services.

- 3.4. Under no circumstance shall HAVE FAN accept any responsibility for deciding (i) on which Users are/are not allowed to the Site; (ii) on which contents are/are not to be available through the Site, and how they can affect Users; (iii) and in how Users utilize the contents.
- 3.5. Should a User fail to comply with any of the obligations in these GCC, HAVE FAN has the right to temporarily or permanently discontinue the availability of the Site to the User. In this case, HAVE FAN reserves itself the right to start legal or judiciary actions as it may deem as most appropriate for the protection of its own rights, and eventually those of other related thirds too.

#### **4. EXCLUSIVITIES AND COPYRIGHT**

- 4.1. All contents available or made available on the Site, including but not limited to scripts, graphic designs, logos, software labels/icons, pictures, audio files, digital downloads, data clusters and software, lists and databases, are an exclusive property of HAVE FAN and/or its content providers, and shall remain a protected subject of the applicable laws of the country on copyrights and industrial property rights.
- 4.2. Duplication and cloning of the Site without HAVE FAN prior consent is strictly forbidden.
- 4.3. Copying and or using the scripts and pictures published by HAVE FAN without the prior consent of the latter is strictly forbidden. Even if duplication/use has been permitted by HAVE FAN, Users shall clearly state the source (HAVE FAN) who authored them and always add a link to one of the Website pages.
- 4.4. All graphic designs, logos, headings, software labels and icons, fonts and marks included or available on the Site are identifiers of HAVE FAN and/or its providers.

- 4.5. The use of the Site entails no transfer or license to the Users of any right on any of the marks, brands and identifiers found therein.
- 4.6. The use of the Site strictly entails a limited, non-exclusive, non-transferable, and non-sub-licensable User's License to enter and utilize the Site in compliance with these GCC.
- 4.7. The aforementioned User's Licence does not assign any right to reproduce, duplicate, copy, or sell any of the contents, data, and/or information contained in the Site and/or App.
- 4.8. The use of data mining, mirroring e framing techniques without HAVE FAN prior consent is strictly forbidden.

## **5. ADVERTISEMENTS AND PARTICIPANTS**

- 5.1. The Website (i) allows the creation of service ads by the Hosts, including a detailed description of the activities supplied to the Guests by the Host, the related cost, and duration in accordance with the provisions of the following Art. 5.2; (ii) are used by the Guest to make a booking of the Services designed and supplied by the Hosts.
- 5.2. More specifically, an Ad must display the following minimum informations: (i) A description of the Core Activities offered (i.e.: participation to sportive events, concerts, shows or exhibitions etc...); (ii) A description of possible Ancillary Activities as eventually related to the Core Activity (i.e.: tours to nearby points of interest, restaurants etc...); (iii) The Venue(s) where the Core Activity is to take place; (iv) The duration of the Core Activity; (v) The maximum number of participants allowed (up to 10); (vi) The total service price; (vii) Additional information as the Host may deem as necessary; (viii) Sundry information and/or contents as required by the Ad layout (i.e. Headings, pictures etc...)  
Moreover the Host by creating the ad is required to provide to HAVE FAN

e-mail address, phone number as well as bank account data necessary to process the payment.

- 5.3. Even if Service purchase is only open to Users who are already of age, the Host may state in its ads whether or not a particular Service is also offered to minors, and in this state the reference age limits. In any case, Users who are below age must be accompanied throughout the Service administration by a guardian, whose absence entitles the Host to rightfully reject the Service supply.
- 5.4. For a Service description, the Host may also enter possible special Service terms and conditions. However, no deviation and no infringement from these GCC, the applicable law and the public order or morality are allowed. Whenever a Service includes the supply of alcoholic drinks and beverage, Users shall ensure special care in compliance with the rules and provisions of the venue where service is delivered. In this case, it is the Host responsibility to ensure compliance with drinking age limits.
- 5.5. Users should be aware that HAVE FAN may carry out preliminary checks to assess the actual Service nature and quality albeit it is no part of the contract relationship between Guest and Host. Should the Service offered fail to comply with the nature and quality advertised by the Host, the Guest may claim in accordance with the terms of these GCC.
- 5.6. Nevertheless, HAVE FAN may deny the approval or remove any Service Ad if found not compliant with the terms of these GCC.
- 5.7. A Guest making a Service reservation on behalf of other additional Guests, is to ensure the Host that all additional Guests are eligible and qualified as requested by the Host, are informed on these GCC and fully accepted them, as well as all other rules and restrictions of the Host. Guests may not introduce any other additional Service beneficiary other than those listed on the Participant List during the booking process in the Site.

## **6. FINANCIAL TRANSACTIONS AND TERMS**

- 6.1. The total Service price is established by the Hosts, and HAVE FAN has no part to it. The total Service Price is displayed to the Guests before the purchase.
- 6.2. The Guests select the Service they wish to buy. When doing so, the Guests accept these GCC and the Privacy Policy and supply their e-mail address, phone number, data for invoicing and their credit card number to HAVE FAN, or any of its payment service providers (i.e. Paypal, Stripe) concurrently allowing the latter to process payments, and collect the total price paid. The Guests accept that HAVE FAN reserves itself the right to act in the name and on behalf of the Host and may at its full discretion (i) either pre-auth the payment of the total price initiated with the credit card and render this balance as unavailable until either the merchant clears the transaction; (ii) or charge a minimal amount off the credit card in order to assess the card validity and credit availability. HAVE FAN is not responsible for bank charges or commissions made by the card issuing Bank to the Guest for the settlement of the total price. Should a Guest payment be processed by a third party, the latter may apply its own terms and conditions to the reference transaction including the sharing and processing of the payer's personal and sensitive details.
- 6.3. By the purchase of the Service, using the Site functions, a reservation notice of the desired Service is sent to the Host. Along with the reservation notice, Guests are to provide personal data requested and authorize payment that will be executed as soon as the Host has unnecessarily run the term of withdrawal as established by Art. 6.4.
- 6.4. After the purchase of the Service, the Host can withdraw, without costs or charges, within 48 hours from the reception of the e-mail sent by HAVE

FAN to the e-mail address provided during the publication of the ad, according to the instructions therein provided.

- 6.5. The Host is obliged to supply the Guest the requested Service in accordance with the terms and conditions stated in the Service Presentation. In case the Host withdraws according to Art. 6.4, this event will be communicated to the Guest by e-mail to the e-mail address provided at the time of purchase.
- 6.6. Users understand that a Service is firmly purchased after HAVE FAN has successfully recorded the Guest's purchase in its informative Systems.
- 6.7. Users also understand that HAVE FAN acts in the name and on behalf of the Host for the collection of the payment due by the Guest for the Service bought. The Guest's obligation to pay to the Host ceases to exist when HAVE FAN collects total payment of the full party.
- 6.8. The payment of the full price authorized by the Guest with the purchase, is processed by HAVE FAN or other third parties appointed by the latter to handle payments. As soon as payment of the total price is received, HAVE FAN will confirm the Guest successful payment receipt.
- 6.9. HAVE FAN transfers the Host all amounts paid by Guest after 24 hours from 11:59 p.m. of the day when the Service was actually delivered to the Guest, and no later than the following 48 hours unless any claim was submitted following the terms of these GCC.
- 6.10. After five days from the delivery of the Service to the Guest, and providing that no claims have been started in accordance with any of the terms in these GCC, HAVE FAN will transfer the Host the amount paid after withholding: (i) the amount of costs charged by thirds parties for handling electronic payments on behalf of HAVE FAN; (ii) Euro 5 for VAT payable to HAVE FAN for use of the Website as well as the Marketplace service.

6.11. Users acknowledge that HAVE FAN is no contracting party in the relationships between the Guest and the Host. It merely middle them for the execution of payments and Marketplace services. HAVE FAN has no responsibilities for the execution of the contract between the Guest and the Host, and neither for possible fraudulent use of credit cards, for quality of Host Services, and late transfers of the payments to the Host if due to reasons of the thirds assigned to the processing of electronic payments.

6.12. HAVE FAN may offer discounts to the Users in form of special bonuses valid for platform use only, and not convertible in money. The Guests may use these bonuses when booking a Service.

## **7. CANCELLATION A BOOKING BY THE HOST**

7.1. The Host is free to cancel or update the Service offered at any time and without incurring into any penalty or cost since the Services has not been purchased by the Guest yet.

7.2. If a shopping transaction was completed in accordance with these GCC, or a *force majeure* event/casualty prevents the execution of the agreed Service Core Activities, before the Service administration, Hosts are to immediately communicate the event to HAVE FAN and it will result into the final termination of the relationships between Guest and Host. Force majeure events and incidental casualties are considered, including but not limited to the following: any provision of any public authorities deciding against the supply of the Core Activities for any reason that is not dependent on any Host's act or failure to act; any act of any third party preventing the Service from being successfully supplied and that is not dependent on any Host's act or failure to act; an illness or accident of the Host; strikes, riots, and acts of war; adverse weather or climate conditions of an exceptional or unusual intensity; earthquake, floods, landslide, tidal waves, eruptions, fire, epidemics. More specifically, a

Core Activity of any Service is deemed as not practicable due to a *force majeure* or a casualty situation if - for example, and not limited to - that Activity is cancelled or postponed by the Organizers or another Public Authority.

7.3. In accordance with above Art. 7.2. , the Host will lose its title to the payment and the Guest will be reimbursed the entire amount already paid on account of the total price.

7.4. HAVE FAN is not responsible for any direct or consequential loss incurred by Host and Guest as a result of the resolution of the contract due to the non-availability of the Core Activity for a reason of major force or similar casualties. For no reason will HAVE FAN refund the Hosts the price of the tickets needed for admission to the Core Activities. The refund of the tickets falls within the domain of the Host relationships to the Organizers. It is exclusively subjected to the terms and conditions of the contract entered by the latter, and HAVE FAN has no authority on it. HAVE FAN solely commits to supply information to the Host in accordance with these GCC to facilitate the refunding procedure as much as possible and help the Host applying at the Organizers for a refund.

7.5. The Host is to use the special Website functions to notify Users when a Service is cancelled, indicating also the force majeure event or casualty that led to cancellation, and possibly attaching documentary evidence thereof. HAVE FAN reserves itself the right to assess and investigate as necessary in order to prevent the occurrence of fraudulent behaviours by other Users of HAVE FAN, and to take efficient actions against possible abuses.

7.6. HAVE FAN may grant the Host promotional benefits and discounts, if the Host was obliged to cancel a booking in the cases that are provided for in this Article.

7.7. If a Host should ever be in a forced position to discontinue the Service supply as agreed while the Service administration is in progress, the Host herein undertakes to mutually define with the Guest possible alternative terms of supply. A forced position to discontinue a Service is considered for example a Core Activity event that is put to an end due to a force majeure or casualty occurrence, including orders of a Public Authority or the Organizers of the Core Activity Service.

7.8. The Guest is free to reject Service alternatives deviating from the one they originally booked. If a Guest refuses the supply of an alternative Service by the Host, the Guest will be entitled to reimbursement of all the money or a part he paid, depending on the gravity of the non-compliance, less the costs of payment transfers, as and if charged by the provider of electronic payment services.

7.9. Both Guest and Host undertake to mutually agree on the definition of a possible Service alternative collaborating in good faith in accordance with Art. 1375 of the Civil Code. The Guest shall promptly notify HAVE FAN any alternative arrangement agreed by the Host and the Guest on possible other ways of supplying the Service. The successful notification shall be served by e-mail to the address to [info@have.fan](mailto:info@have.fan) .

7.10. If a Service is not supplied by the Host in accordance with the provisions of the above article 7.9 and no alternative arrangement is agreed by the Guest, the latter shall start a claim in accordance with Art. 9 to obtain a refund.

7.11. The Host bears the risk of an impossibility to supply the Service in accordance with the agreed terms and methods, unless other different agreements are taken.

## **8. CANCELLATION A BOOKING BY THE GUEST**

8.1. After the purchase of the Service, Guests may strictly cancel as follows:

(i) no later than 24 hours prior to admission to the Service purchased. In

this case, the price paid for the Service shall be fully refund after offsetting possible payment transaction fees charged by electronic payment providers, and other costs that may have been incurred by the Host in good faith, if and to the extent they were charged to HAVE FAN and duly documented by the latter; (ii) later than 24 hours prior to admission to the Service purchased. In this case, Guests have no right of total refund of the price paid for the relevant booking, which will be transferred to the Host in accordance with the terms and conditions of these GGCs.

8.2. If a Guest decides to cancel its booking within 24 hours prior to admission to the Service, refund shall be completed in five days as soon as HAVE FAN is confirmed by the Host the costs already born by the latter in good faith. If the Host is in no position to notify HAVE FAN the costs already incurred in total good faith and document them extensively within five days from booking cancellation by the Guest, HAVE FAN may instruct refund of the total price to the Guest.

## **9. COMPLAINTS**

9.1. A Guest, who deemed that the Service received mismatches the Service bought, may raise a complaint with HAVE FAN.

9.2. A service is considered mismatching in the following cases: (i) the Host is not present on the site and on the date agreed for admission to the Service, or fails to supply any of the activities included as part of the Service; (ii) The activities actually supplied do not fully match those that were booked and described in the advertisement, nor the Guest and the Host agreed to any other alternative service supply or methods;(iii) during the supply of the Service, the Host infringes any of its obligations under these GCCs.

9.3. The Guest may send their complaints to HAVE FAN by email to the address [info@have.fan](mailto:info@have.fan) and concurrently claim the refund of the full

purchase price within 24 hours starting from 11:59 p.m. of the day when the Service was, or was not supplied due to a major fault of the Host or a Service unavailability.

9.4. Complaints shall be sent by HAVE FAN to the Host by e-mail. Within the following 48 hours from receipt of the complaint, the Host may send its feedback to HAVE FAN including information, memorandums, evidence and other documents on the claimed behaviours.

9.5. Within 48 hours from receipt of the Host's feedback, HAVE FAN shall decide at its own discretion on the grounds of the complaint, and consequently refund Guest the price paid fully or partially or alternatively pay the Host the price due fully or partially. HAVE FAN is entitled to ask Users filing a Complaint for any additional information needed to clarify or integrate the matters of the Complaint. Failure of the User to comply with this request may entail rejection of the Complaint.

9.6. If no information, memorandums, and other documentary evidence on the incriminated facts is supplied by the Host within the deadlines under above article 9.4, HAVE FAN will automatically refund the total price to the Guest.

## **10. WAIVERS**

10.1. Unless otherwise provided for by these GCCs, HAVE FAN is responsible towards Users up to the limit of the commitments taken and is solely obliged (i) to make the Website available, accessible and operating; and (ii) to act in the name and on behalf of the Hosts for the collection of the payments by the Guests, accepting and transferring them to the Host in accordance with the limitations and methods under these GCCs. HAVE FAN will accept no liabilities for any obligations undertaken by the Users in the framework of the contracts they entered which will remain throughout an extrinsic matter to HAVE FAN.

- 10.2. HAVE FAN supplies Marketplace services, which is merely a facilitation of the demand contacts with the offer. HAVE FAN may not be considered at any time or place as the Entity owning and selling the Service. Guests and Hosts are the only contract parties in their mutual relationships. HAVE FAN is not responsible for any Service promotion, organization, or execution which are always and strictly Host-related operations.
- 10.3. HAVE FAN is not obliged to check the authenticity of the information supplied by Users for their booking.
- 10.4. HAVE FAN cannot warrant that the Website will be suitable for use by any subject, at any time, and in any place of the world. However, it will devote its best endeavours to reasonably ensure that the Website remain functional and operating to the extent and for the reasons stated in these GCCs. HAVE FAN has absolutely no liability for malfunctions of the Website or its functions if they are caused by: (i) a non-authorized use or misuse by the User; (ii) a malfunction of the User's devices or equipment; (iii) a malfunction of the internet, or telephone network; (iv) a non-authorized access by thirds to HAVE FAN informative technologies; (v) any force *majeure* event or casualty.
- 10.5. The Website may contain one or more links to other websites that are not under the direct control of HAVE FAN, and whose contents are not at all a responsibility of HAVE FAN. The publication of these links by the Users is not subject to HAVE FAN approving any of the linked websites or contents, or granting any underlying warranty whatsoever.
- 10.6. The Website may also host services supplied by other HAVE FAN partner companies that are not under HAVE FAN control or coordination. Therefore, HAVE FAN is not responsible for either the contents or the sale/execution of the reference services. The publication of possible services supplied by HAVE FAN marketing partners does not require

HAVE FAN approval, or consent of the service contents and quality, nor it entails any commitment in terms of any warranty whatsoever.

- 10.7. If a Service involves the use of privately-owned vehicles of a User, HAVE FAN will under no circumstance be held responsible for damages or injuries incurred by the User or other Thirds or their assets during travels on these vehicles (or boats).

## **11. CHANGES OF THE GENERAL CONTRACT CONDITIONS**

- 11.1. HAVE FAN reserves itself the right of modifying, temporarily or permanently discontinuing the full or partial availability of the Website, or any function thereof to accomplish new functionalities, upgrade the existing ones, or ensuring compliance with eventual new Laws and statutory provisions.
- 11.2. HAVE FAN reserves itself the right of making any change, addition or cancellation to these terms as needed. In this case, Users will be informed on all modifications, additions, and cancellation. The use of the Website by a User does not entail any implied acceptance of new terms and conditions.
- 11.3. All Users are to comply with the GCC that are validly enforced at the time when the site is used. The invalidity, annulment, or loss of effectiveness of any articles of these GCC will not affect nor alter the effectiveness of the remaining ones.

## **12. TERMINATION BY THE USER**

- 12.1. Users may terminate these GCCs by communicating it to HAVE FAN with registered letter sent to the registered office of the latter, together with a copy (both sides) of a valid ID document.
- 12.2. Withdrawal from these GCCs by cancellation of a User's account, will result into the final termination of the relationships between Guest and Host as far as the relationships of which the withdrawing user is part. In discrepancy with the provisions of Art. 1360 of the Civil Code,

the amounts withheld by HAVE FAN pursuant to the execution of its obligations in the framework of a Purchase Order execution shall be: (i) returned to the Guest less whatever amount of costs charged by provider of the electronic payment services, if the Host withdraws before the execution of the service; (ii) paid to the Host less whatever amount of costs charged by provider of the electronic payment services, if the Guest withdraws before the use of the service.

### **13. TERMINATION BY HAVE FAN**

- 13.1. HAVE FAN can withdraw from its relationships with the User by serving the latter a 30-day notice time by email to the address indicated by the User with the registration of the account.
- 13.2. HAVE FAN may immediately terminate the contract with no prior notice by e-mail to the address indicated by the User with the registration of the account if (i) a major violation of these GCCs is committed by the User; (ii) if any law applicable on these GCCs is infringed ; (iii) if needed in order to protect the personal safety or assets of HAVE FAN and/or the Users or other Thirds.
- 13.3. The termination by HAVE FAN will result into the final termination of the relationships between Users in accordance with the provisions of the above article 12.2. In case of termination by HAVE FAN, HAVE FAN shall (i) fully refund the Guest all purchases that could not be executed due to the withdrawal of HAVE FAN from the relationship with the Host; (ii) transfer the Host the total price paid for all purchases that could not be executed due to the withdrawal of HAVE FAN from the relationship with the Guest, less whatever amount of costs charged by provider of the electronic payment services, unless in any case the accreditation to the Host of the sums due for the Services already used by the Guest not subject to complaints in accordance with these GCC.

13.4. Moreover, termination without notice by HAVE FAN is allowed (i) when necessary for reasons of compliance with the law, an order of a Judiciary Authority or other Statutory Authorities; (ii) when the User violates these GCCs; (iii) when the User submits inaccurate, false, incomplete or fraudulent information; (iv) when the Ads and/or the Services contain inaccurate, false, incomplete or fraudulent information; (v) when needed to protect the personal safety or the assets of HAVE FAN, the Users or other Thirds; (vi) when the User cancelled a confirmed booking or failed to reply to a booking request without a good reason. HAVE FAN may: a) refuse to make visible, eliminate, or delay any advertisement, review or content of the User; b) arrange total price refund to the in favour of the Guest, less the charges paid for money transfer if eventually applied by the payment provider; c) restrict platform access by the User.

#### **14. CHOICE OF LAW AND JURISDICTION**

14.1. These GCCs are ruled by the Law of Italy.

14.2. Any controversy between HAVE FAN and a User on any of the obligations established in these GCCs shall be exclusively ruled by the Court of Reggio Emilia, unless no other mandatory choice of law is imposed by the applicable laws.

#### **15. PRIVACY**

15.1. In its quality of Data Controller, HAVE FAN performs processing of personal data fully in compliance with the provisions of the REGULATION (EU) No. 2016/679 and Italian Law Decree No. 196/2003 and following modifications.

15.2. More information on the terms and methods of collecting, and processing personal data, on the type of collected data, and the terms for Users to enforce their rights of data subjects are all available in the dedicated "Privacy" Section available on the Site.