

Terms of service

The following general terms and conditions of use ("**General Conditions**") apply to the services provided by Mondadori Media S.p.A., with registered office in Via Gian Battista Vico 42, 20123 Milan (MI) ("**Publisher**"), through the following sites that can be reached at the following addresses: giallozafferano.com, (the "**Site**").

Access to, and actual browsing on, the Site requires the prior full reading, knowledge and acceptance of these General Conditions by the user ("User/Users"). If the User does not agree, in whole or in part, with the provisions of these General Conditions, he or she is requested not to continue browsing the Site.

In accordance with Articles 7 and 12 of Legislative Decree No. 70/2003, Users are informed of the following information: the provider of the Services governed by these General Conditions is Mondadori Media S.p.A., with registered office in Via Gian Battista Vico 42, 20123 (MI), Tax Code Companies Register of Milan-Monza Brianza-Lodi No. 1996856, and VAT No. 08009080964, Tel. 0200643801, E-mail supporto@giallozafferano.it

Where the User is an individual who requests the provision of the Service for purposes unrelated to his or her business or professional activity and is a "Consumer" for the purposes of Legislative Decree No. 206/2005 ("**Italian Consumer Code**"), the provisions contained in the Italian Consumer Code will be applicable to the same, in addition to any conditions generally applicable to the type of service provided by the Publisher through the Sites in accordance with Legislative Decree No. 70/2003 relating to information services companies and electronic commerce.

In accordance with the regulations set forth in Legislative Decree No. 206/2005 (as amended by Legislative Decree No. 21/2014), Users are hereby informed that the services offered by the Publisher through the Site include the publication of contents i.e. text, videos and pictures ("**Services**")

Special terms and conditions will be communicated to Users in case new and different services shall be provided by the Publisher before their use.

This introduction forms an integral and inseparable part of the General Conditions.

1. Terms and conditions for the use of the Services.

The Publisher reserves the right to verify, at any time and without prior notice, at its discretion, compliance with these General Conditions in the use of the Services by the User, and reserves the right to permanently interrupt the provision of the Services to the individual User at any time and without prior notice where the User:

uses or has used the Services for purposes that are, or in a manner that is unlawful or otherwise incompatible with the nature of the provided Services (such as, without limitation, transmission and/or exchange of viruses; sending or disclosure of personal advertising; "chain letters" or pyramid schemes; spamming or junk mailing practices; transmission and/or exchange and/or disclosure of illegal material or racist, slanderous or defamatory, threatening, vulgar or obscene content);
violates or has violated the General Conditions (e.g., Section 3) or the special terms and conditions applicable to a Service.

2. Suspension of the Services.

2.1. The Publisher reserves the right to temporarily suspend or permanently interrupt at any time and without notice, the provision of the Services, including a single Service, as well as the right to remove, including permanently, or modify at any time any content or information on the Site.

2.2. The Publisher declines all liability concerning potential damage caused by the interruption of the Services due to unforeseeable and uncontrollable events of force majeure resulting, for example, from blackouts or failures of the servers of the Sites or third-party suppliers of the Publisher.

2.3. The Publisher reserves the right to suspend and/or interrupt the Services due to maintenance or updating of its computer systems or those of third-party suppliers. In such cases, the Publisher will inform Users through e-mail communications, news on the Sites and/or messages in the Services.

2.4. The Publisher declines all liability for damages, claims or losses, direct or indirect, arising to the User due to the failure and/or defective functioning of the electronic equipment of the User or that of third parties, of telephone and/or telematic connections not managed directly by the same or by its suppliers.

3. Hyperlinks.

The Site may include hyperlinks to other websites operated by third parties, including advertisements and other content providers. These websites may collect data and/or request personal information from Users. The Publisher neither exercises nor is required to exercise any form of control and declines all liability for damages, claims or losses, direct or indirect, arising in any form whatsoever to the User from the viewing, use and/or operation of third-party websites or third-party services reached through such hyperlinks.

4. Intellectual Property Rights over Content.

4.1. The User expressly acknowledges that all industrial and intellectual property rights, which can be protected under the laws relating to copyright (Title IX of Book V of the Italian Civil Code, Articles 2575-2594 of the Italian Civil Code, as well as Law No. 633/1941, as amended by Legislative Decree No. 169/1999) and/or the Italian Industrial Property Code, approved by Legislative Decree No. 30/2005, or other provisions, for the protection, without limitation, of know-how, source code, software, hardware, projects, applications, patents, trade secrets, formulas, algorithms, models, databases and the like, relating to the Services, data and other materials coming from the Publisher or third parties, including Users, however made available on the Site or through the Services in accordance with these General Conditions (hereinafter, the "Content"), are and remain the exclusive property of the Publisher, which grants the User a personal, non-transferable and non-exclusive license to use the Content and Services in accordance with these General Conditions, provided in any case that the User may not – except as provided for in the relevant section:

4.2. download, copy, modify, sell, assign, sub-license, confer or transfer to third parties or create derivative works from any of the Publisher's industrial and intellectual property rights, nor allow third parties to do so through the User or his/her computer. Products or services advertised on the Sites, whose industrial and intellectual property rights belong to their respective owners, are not considered Content.

4.3. The downloading and use in general of the Content through the Services is permitted exclusively for private purposes: the User acknowledges and expressly accepts the prohibition to reproduce, copy, transmit, sell, publish, or commercially exploit the Content.

4.4 All Contents on this Site are exclusive property of Mondadori Media S.p.A. Accordingly, any extraction and acquisition of the same for the purposes of training Artificial Intelligence systems is prohibited.

6. Duration

The Services are provided indefinitely, except in cases of interruption provided for under these General Conditions.

6. Changes to the General Conditions.

6.1. The Publisher reserves the right to modify these General Conditions, as well as the terms and characteristics of the Services, at any time.

6.2. The continued use of even just one Service by the User after the term referred to in Section 7.1 above constitutes tacit expression of the willingness to accept the changes to the General Conditions.

7. Applicable law and jurisdiction.

7.1 These General Conditions are governed by Italian law.

7.2 For any dispute concerning these General Conditions, if the User is a Consumer, the provisions of Legislative Decree No. 206/05 shall apply and the Court of the place indicated by the User at the time of registration (or subsequently modified) as his/her residence or domicile, if located in the territory of the Italian State, shall have jurisdiction; in any other cases, the Court of Milan shall have exclusive jurisdiction.

8. Risk warnings for Users.

8.1 The Publisher declines all liability for any abuses committed by Users, or to which they are subjected as a result of the conduct of third parties, whether or not committed in violation of these General Conditions

8.2 In their Content, the Site also deal with issues related to health, wellness, nutrition, diets, etc. Such topics may not be suitable for everyone; therefore, the User is advised to make sure that the Content of the Site being consulted meets his/her needs and is suitable for his/her age and/or specific health conditions and the like. The Publisher shall not be liable for any damages claimed by Users for any information and/or Content of the Site that may have been disturbing and/or offensive.

8.3 The information contained in the Site concerning nutrition, health, wellness, diets (or in any case topics related to these areas) are made available to Users for purely informational purposes (without prejudice to the provisions of Sections 11 and 12 below). This information cannot, and is in no way intended to, replace the relationship with a doctor or other health professional. Therefore, if the User considers that he/she needs advice concerning the topics dealt with on the Site, he/she is invited to directly contact a doctor and/or specialist or health professional for the indication of any proper therapeutic and/or dietary and/or training and/or lactation and/or rehabilitation and/or dietary supplement program

8.4 Under no circumstances shall the Publisher, the authors of the articles, nor any other person connected to the Sites, be held liable for any effective or potential damage connected to the use of the information contained therein. The Publisher shall not be held liable for any misuse that Users may make of the information contained in the Sites. Furthermore, as it is not possible to guarantee the absence of errors and the absolute correctness of the information disclosed, the Publisher

shall not be liable for any information or news reported on the Site that is found to be incorrect or untrue.

8.5 Under no circumstances shall the Publisher be liable for any damages claimed by Users for any information or content on the Site that may be disturbing or offensive.