

Terms and Conditions of use of the Platform and Services

1. General Provisions

1. These general terms and conditions of use (hereinafter, the “**Terms and Conditions**”) govern the Services (as defined below) offered by Memori S.r.l. with registered office in Via Gramsci, 1, 40051 Altedo (BO), VAT No. 03623961202, which can be contacted at the email address info@memori.ai (hereinafter “**Memori**”) in favor of those who register with the Platform or who use it without registering under the terms described below (hereinafter jointly referred to as the “**Users**”).
2. As part of the Services, Memori provides a platform accessible from the website memori.ai (the “**Platform**”) that allows Users to take advantage of the contents and functionalities of the Services set forth in paragraph 2 below.
3. Memori reserves the right to update or modify the Terms and Conditions when required by regulatory updates, changes in the services offered or needs arising from changes in company policy in the manner set out in paragraph 1.4 below. The Terms and Conditions in force are those available from time to time on the Platform.
4. Unless otherwise required by law, Memori will notify users of any update or change to the Terms and Conditions at least 15 days prior to their effective date. Continued use of the Services after such date shall be deemed acceptance of the updated or amended Terms and Conditions by the User, who shall be bound by the updated/ amended version of the Terms and Conditions from the effective date. If the User does not intend to accept any update or modification, the User may withdraw from the Terms and Conditions free of charge by ceasing to use the Platform, deleting the account from the Platform, and more generally ceasing to use the Services.
5. The User has the right to withdraw free of charge and at any time from the Terms and Conditions, by permanently deleting the account (with reference to registered Users) or by not using the Services. After termination of the Terms and Conditions or termination of the Services, these Terms and Conditions for your previous use of the Services shall continue to apply.
6. Memori may assign the Terms and Conditions and the rights and obligations arising under or in connection with the Terms and Conditions to third parties in whole or in part. This assignment will not affect your rights under or in connection with the Terms and Conditions.

2. The Services and the account on the Platform

- 2.1. The service covered by the Terms and Conditions includes any products, features, applications, services, technologies or other functionality offered through the Platform, including the ability to
 - (i) by the Registered User:
 - create natural language search engines developed on the basis of conversational intelligence designed by Memori that can be used by unregistered Users;

(ii) by the non-registered User of:

- use the natural language search engine;
- create arbitrarily complex dialogues and preservations;

(hereinafter jointly the “**Services**”).

- 2.2. In order to use the Services referred to in Article 2.1 (i), the User must register and create an account on the Platform. Such registration will result in the creation by the User of a personal, non-transferable and non-shareable account. Users may not hold, open or operate an account that is not in their own name. Users may not hold more than one account.
- 2.3. The use of the Services is permitted only to Users who are at least 18 years of age. In the case of minors, they will not be allowed to use the Services and any use of the Services will be in violation of these Terms and Conditions.
- 2.4. The Services are provided to Users free of charge, however the User may freely decide to customize their account by purchasing additional features offered through the Platform. In the latter case, the cost of the customization is made available to the User before the purchase and the terms and conditions provided by the provider of the selected payment services will apply.
- 2.5. With respect to registered Users, such Users are responsible for all activities that occur under their account and password. To this end, the User agrees to take adequate precautions to ensure that the password remains secure and confidential and agrees to change the password and to notify Memori immediately if there is any reason to believe that any third party knows the password or has obtained the password, or if the password is, or is likely to be, used in an unauthorized manner.
- 2.6. The User is responsible for ensuring that the information provided to Memori is correct and complete and for notifying Memori immediately of any changes to the information provided. The User will be able to access and update most of the information provided in the “My Account” section of the Platform.

3. User’s obligations

- 3.1. As part of use of the Services, the User shall comply with the Terms and Conditions and applicable law and shall not violate the rights of Memori, its suppliers and licensors. In particular, the User is subject to the following obligations when using the Platform and carrying out activities related to it:
 - may not use identities other than its own or provide inaccurate or incorrect information about the identity, including registration information. The account created on the Platform is strictly personal and the User may also not assume identities other than their own, therefore it will not be possible to create and/or manage accounts on behalf of third parties, including other Users;
 - may not act in an illegal, deceptive or fraudulent manner or for an unlawful or unauthorized purpose;

- may not engage in any conduct that interferes with or impairs the intended operation of the Platform or harms other Users of the Platform;
- may not attempt to create accounts or access the accounts of other users or collect information from them in any unlawful, fraudulent or unauthorized manner such as, but not limited to, creating accounts or collecting information using automated systems;
- may not buy, sell or transfer any aspect of the account (including the username) or solicit, collect or use the login credentials of other Users, or make any attempt to do so or to perform such conduct through any third party;
- may not publish any private or confidential information or take any action that violates the rights of others, including but not limited to data protection rights;
- may not use data mining, robots, framing or similar acquisition or extraction devices to extract (one or more times) and reuse the information and data on the Platform. The use of tools to circumvent mechanisms to prevent the unauthorized reproduction or disclosure of content or materials on the Platform is also prohibited.

3.2. In the course of providing the Services, any information or content may be removed by Memori if deemed in violation of the Terms and Conditions, third party rights, and/or applicable law or as required by law. In particular, Memori reserves the right to refuse or terminate the provision of all or any part of the Services (including terminating or deactivating the account) and to take action against any User who, among others, has violated or is in violation:

- a) of the Terms and Conditions;
- b) Memori's or any third party's intellectual property rights; or
- c) the applicable legislation.

3.3. If Memori decides to remove information or content, or suspend or disable the account, Memori will notify the User via the Platform. The User may contact Memori at info@memori.ai if the User believes that the account has been suspended or disabled in error or if the User wishes to permanently disable or delete the account.

4. Limitation of liability

4.1. Memori, its suppliers and licensors will not be liable for any delays in accessing the Platform, the functionality of the Services, failure to award prizes due to Internet malfunctions, force majeure or, in any case, events beyond Memori's control. In particular, Memori will not be held responsible in any case of:

- any problem in accessing the Platform, impediment, malfunction or difficulty concerning the User's technical equipment, including but not limited to computers, smartphones, mobile phones and tablets, telephone lines, cables, electronic components, software and hardware, transmission and connection, Internet connections, antivirus, antispam, firewalls or any other cause beyond Memori's control;

- Unauthorized access to or alteration of transmissions and/or User data not attributable to Memori, including but not limited to any damages, including economic damages, that the User may suffer as a result of loss of profit, use, loss of data or other intangible items; and
 - any material downloaded or otherwise obtained through the use of the Services, the download and use of which is understood to be carried out at the choice and risk of the User, therefore all liability for any damage to devices or loss of data resulting from the operations of uploading and/or downloading of material is the sole responsibility of the User.
- 4.2. Except for cases of willful misconduct and gross negligence and subject to the limits set forth by applicable consumer protection laws, Memori is not liable for damages of any kind that may be suffered by Users in connection with or arising from the provision of the Services. In particular, the User in using the Services acknowledges and accepts the provisions of article 5 below.
- 4.3. The User acknowledges and agrees that Memori shall not be liable for any damage of any kind that may incur or that may cause to any third party due to the User's actions and/or omissions that are not the fault of Memori, including but not limited to direct or indirect damages arising from the use of the functionality of the Platform.

5. Guarantees

The Platform is provided on an "as is" basis and Memori does not warrant: (a) that the Platform will be compatible with the User devices and will be free from any interruptions or errors; (b) that the Platform, Services and content on the Platform will not infringe any third party rights, including intellectual property rights; (c) that the Services and any information obtained through them will meet needs or expectations; and (d) that the results obtained through the use of the Services will be reliable.

6. Indemnity

The User agrees to indemnify and hold Memori, its representatives, directors, agents, licensors, partners, assigns, and employees harmless from any claims, costs, expenses, losses, or damages (including reasonable attorneys' fees) arising out of or in connection with the Users conduct while using the Services.

7. License for access to Services

Subject to the User compliance with the terms and obligations set forth in the Terms and Conditions, Memori grants the User a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Platform solely for the use of the Services and for personal purposes only, excluding any commercial use, for as long as the User has an active account and is subject to the Terms and Conditions. This license does not include any right of resale or commercial use of any functionality or content of the Platform, nor to modify the software, nor to reverse engineer it in order to obtain the source code. All rights not expressly licensed through the Terms and Conditions remain the exclusive property of Memori and/or its licensors or suppliers.

8. License on the use of content created and provided by the User

In exchange for providing the Services, the User grants Memori a license to the content that the User posts and shares via the Platform. Specifically, when the User shares, posts or uploads content in connection with or in connection with the Services, the User grants with respect to such content a non-exclusive, transferable, sub-licensable license, not subject to the payment of any consideration or royalty and valid throughout the world to transmit, use, distribute, modify, perform, copy, publish and display, translate and create derivative works of its content, including the ability to allow full enjoyment of the Services by the User and other users of the Platform, including through interaction with other platforms. This implies that if the User shares a voice content on the Platform, the User authorizes Memori to perform the aforementioned actions and to share it with other parties, such as service providers that support Memori in its activities related to the Platform.

9. Intellectual property and restrictions

- 9.1. The User acknowledges and agrees that the contents of the Platform relating to Memori in the form of, but not limited to, software, text, images, graphics, sounds, animations, buttons, icons and videos, including the arrangement thereof, are protected by applicable copyright and other intellectual property laws and that Memori owns the rights thereto, as owner or licensor. Any links to the Platform and related sections may not be included in other applications or sites without the prior written consent provided by Memori.
- 9.2. The User is prohibited from reproducing, duplicating, copying, selling, reselling or in any other way using for any commercial use the content, distinctive signs or features of the Platform, in whole or in part, without the express written consent of Memori. The User is also prohibited from using techniques that allow to misappropriate any trademark, logo, distinctive sign, code, software part or other information or content, including images, text, page settings, or format.

10. Protection of personal data

- 10.1. The personal data entered and the User information collected as part of the use of the Platform will be processed in accordance with the privacy information notice available at this link <https://memori.ai/en/privacy-policy>.
- 10.2. With reference to the installation of cookies on the User's device, please refer to the Platform's [cookie policy](#).

11. Effectiveness of Terms and Conditions

- 11.1. If any term of the Terms and Conditions is found to be unenforceable for any reason, such unenforceability shall not extend to the other terms.
- 11.2. The failure of the Platform to comply with any term of the Terms and Conditions shall in no way constitute a waiver of the same in whole or in part.

12. Applicable Law and applicable Court

- 12.1. The Terms and Conditions shall be governed by and construed in accordance with Italian law, without prejudice to the more favorable consumer protection laws

applicable in the User's country of residence. Any dispute arising from the Terms and Conditions and in general from the Services shall be submitted to the exclusive jurisdiction of the Court of Bologna. However, if the User is a consumer, the court of residence of the consumer shall have exclusive jurisdiction over any dispute arising out of or relating to the Terms and Conditions.

- 12.2. The User shall also have the right to access the European platform for online dispute resolution (European ODR platform). The European ODR Platform is developed and operated by the European Council implementing Directive No. 2013/11/EU and Regulation (EU) No. 524/2013, and provides independent, impartial, transparent, simple, efficient, fast and low-cost out-of-court solutions to resolve domestic and cross-border disputes arising from online sales or service contracts between a consumer residing in the EU and a professional residing in the EU through a dedicated ADR (Alternative Dispute Resolution) entity providing such services. For more information about the European ODR platform, or to file a complaint and initiate alternative dispute resolution procedures relating to these Terms and Conditions, please use the following link: <http://ec.europa.eu/odr>.

The User declares to have read and understood these Terms and Conditions and to expressly accept the following articles of the same: 4 (Limitation of liability), 6 (Indemnity), 12 (Applicable law and Competent Court).