

GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

This page (together with the documents referred to herein) sets out the terms on which you may use this website (the “**Website**”) owned and operated by ILLVA SARONNO HOLDING S.P.A., with registered offices at Via Archimede, 243, 21047 Saronno (VA), VAT No: 01543660128 (“**Illva Saronno**”, “**we**”, “**us**”, “**our**”).

Please read these terms of use carefully before you start using the Website.

INTRODUCTION

Access to and use of this Website are reserved exclusively for persons who have reached the legal age for the consumption of alcoholic beverages in accordance with the applicable legislation in their country of residence where such consumption is permitted.

By accessing the Website, the user declares, under their own responsibility, that they are of legal age.

We reserve the right to restrict or prevent access to the Website to users who do not meet the above requirements.

The content published on the Website is intended for an adult audience and is for informational and promotional purposes relating to the products offered; it must not in any way be interpreted as encouraging excessive or irresponsible alcohol consumption.

Access to the Website and any action involving browsing its web pages constitutes acceptance of these terms and conditions and, precisely to ensure that users of the Website are aware of them, a link to this document is provided and published on the home page.

If the user does not accept these terms and conditions, has not reached the legal drinking age in the country or territory in which they are located, or accesses the Website from a country or territory where its use is not permitted, they are requested to cease browsing immediately.

These terms and conditions may be amended at any time; the updated version will be published on the Website and duly notified to users, who are required to consult them periodically before accessing the content.

Where goods or services are offered on the Website or content is published that is subject to specific terms and conditions, the latter, where expressly indicated, shall prevail over these Terms and Conditions.

CONTENT OF THE WEBSITE

The Website provides general information regarding our business and, although this information is constantly checked and updated by competent and specially selected staff, it is understood that the content thereof, with reference to the subject matter covered, must not be considered exhaustive, complete or otherwise correct.

Therefore, users who intend to rely on the information provided on the Website must carry out their own independent and further verification of its accuracy.

In this regard, we inform you that the material contained on the Website is to be considered ‘*on an as-is basis*’, meaning that it may not be adequate and/or suitable for specific purposes and interests pursued by the person accessing its pages, or it may contain elements which, if reused, could result in infringements of intellectual property rights held by third parties.

The Website may contain links to websites belonging to companies within the Disaronno/Illva Saronno Group as well

Illva Saronno Holding S.p.A



as to third parties outside that group. In such cases, these hyperlinks are provided solely to facilitate the user's navigation; there is no connection between the content of this Website and that of the third-party website accessed, which remains beyond our control and sphere of influence. Furthermore, we have no influence whatsoever over the structure of third-party websites linked to this Website, nor do we have any knowledge of the truthfulness, accuracy or suitability of the materials and/or information contained therein, even in the event that there are contractual relationships between us and the third-party owner of the linked website.

SERVICE FEATURES – ACCESS TO THE WEBSITE

Whilst we use the most innovative and cutting-edge technological solutions to ensure that the Website is constantly accessible and free from defects of any kind, we inform you that it may not be accessible and/or compatible with the computer systems used to access it, nor free from errors, viruses and/or other IT malfunctions.

Consequently, anyone accessing the Website expressly acknowledges and accepts that its use is therefore to be understood as being provided *'on an as-available basis'*.

We reserve the right to update, modify, suspend or discontinue, in whole or in part, the service offered via the Website at any time. We accept no liability should the Website be unavailable, for any reason, at any given time or for any given period.

The user is responsible for taking all necessary measures to access the Website and undertakes to ensure that all people accessing the Website via their Internet connection are aware of these Terms of Use and comply with them. Where registration is required for a restricted area of the Website and/or the user is assigned or chooses an identification code, password or any other information as part of registration or security procedures, such credentials must be kept strictly confidential and must not be disclosed to third parties. We shall not be liable, either directly or indirectly, for any damage or loss arising from a breach of the obligations set out in this section.

We reserve the right to disable, at any time, login credentials (including identification codes and passwords), should there be reasonable grounds to suspect that the user has breached even one of the provisions of these Terms of Use. We also reserve the right to restrict access to the Website, or to specific sections thereof, to certain users.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All content on the Website is protected and safeguarded by current legislation on copyright and industrial and/or intellectual property.

By way of example, but not limited to, the content of the Website shall be understood to include, amongst other things:

- texts and any graphic and/or textual representations in general;
- photographs;
- databases;
- charts and tables;
- slogans;
- audio and video recordings;
- drawings, whether animated or not;
- the visual and functional appearance, including graphic design, colours, fonts, layout, etc.;
- software, including the relevant codes (including source code); the interfaces and structure, both graphic and/or IT-related, of the Website;
- trademarks, logos and distinctive signs in general;

collectively **"Content(s)"**.

You are therefore not permitted to copy and/or reproduce the Content of the Website, in whole or in part, without our express prior written authorization, nor to remove any copyright or other proprietary information from any of the Content on our Website.

Except as provided in these terms and conditions, use of this Website does not grant the user any right, title, interest or license in relation to any Content accessible on the Website. Provided that you are located in a country or other territory where the consumption of alcoholic beverages is permitted and that you are of the legal age for the consumption of alcoholic beverages in the country or other territory in which you are located, you may print a reasonable number of copies and download extracts from any page on the Site for your lawful personal and non-commercial use.

Unless otherwise specifically authorised by us (for example, explicit instructions such as "Click here to enlarge this image"), you must not alter any printed or digital copies of the Content, whether printed or downloaded, in any way, and you must not use the Content separately from any accompanying text or copyright notice.

Reproduction (whether electronic, in print or in other formats), transmission, publication, distribution, commercial use, adaptation, translation, modification, compilation, sharing, merging, making available to another person, or creating



derivative works from the Content on the Website, which may infringe our rights in the Content and, in general, the applicable laws on industrial and/or intellectual property.

At the same time, please note that all trademarks, domain names, company names, business names and logos on the Website are owned by Illva Saronno and/or other companies of the Illva Saronno Group and/or third parties and are therefore protected by current legislation on distinctive signs. Their reproduction in any form or manner is therefore strictly prohibited without the express written authorization of Illva Saronno or, where applicable, the relevant rights holder; likewise, the registration of the name "Illva Saronno" or other names and/or distinctive signs belonging to us and/or the Illva Saronno Group under any top-level domain is also strictly prohibited.

In addition, please note that the pages of the Website may feature trademarks, domain names, company names, business names and logos owned by third parties with whom we have collaborative relationships of various kinds; these enjoy the same protection afforded to the distinctive signs of Illva Saronno and/or the Illva Saronno Group under current legislation.

Finally, Illva Saronno hereby states that the use of all distinctive signs owned by itself and/or other companies of the DiSaronno/Illva Saronno Group as *metatags*, i.e. as HTML commands which, whilst not resulting in the display or formatting of a specific command, nevertheless provide instructions to web crawlers or search engines to increase the visibility of a website other than those associated with us.

TERMS OF USE

The Website may only be used for personal, legitimate and lawful purposes, in accordance with the provisions of any applicable local, national or international laws or regulations.

The content of the Website may not, in whole or in part, be copied, reproduced, republished, uploaded, transcribed, transmitted or distributed in any manner or form without our prior written authorization, except for printing, downloading and viewing of parts of the Website carried out for exclusively personal and non-commercial purposes, provided that the material in question is not modified in any way and all information relating to intellectual and/or industrial property rights affixed thereto is retained.

In particular, it is prohibited to use the Website and/or its Content:

- for commercial purposes and/or for the purpose of creating databases of any kind or type, to be stored (in whole or in part) in pre-existing databases, whether accessible exclusively by the creator or made available to third parties;
- in any manner that is contrary to the law or has unlawful or fraudulent purposes or effects;
- for the purpose of causing, or attempting to cause, harm to minors in any form;
- to send, receive, upload, download, use or reuse content or materials that do not comply with applicable content standards;
- to transmit or cause the sending of unsolicited or unauthorized advertising or promotional communications, or any other form of equivalent solicitation (spam);
- to knowingly transmit data, or send or upload material containing viruses, Trojans, worms, time bombs, keyloggers, spyware, adware or other malicious programs or computer code capable of compromising the functioning of software or hardware.

At the same time, the Content of the Website may not, in whole or in part, be disseminated via communication channels such as the internet, television, radio or any other medium without our prior written authorization.

INTERACTIVE SERVICES

We may, from time to time, make interactive services available via the Website, including, but not limited to, chat rooms, forums, message boards, tools for creating musical content, image upload features, interactive experiences and location-based services (such as club finders). Where such services are offered, we will provide clear information regarding their nature, as well as the possible presence of moderation systems, specifying the type of moderation adopted (human and/or automated).

We will make every reasonable effort to assess the potential risks to users arising from the use of interactive services and, based on this assessment, we will decide whether and to what extent it is appropriate to implement forms of moderation. It is understood, however, that we are not obliged to control, monitor or moderate such services and we expressly disclaim all liability for any loss or damage arising from the use of such services in breach of applicable content standards, regardless of whether the service is subject to moderation or not.

Where an interactive service is moderated, users will normally be provided with appropriate tools to contact the moderator in the event of issues or reports.

MATERIAL SUBMITTED OR UPLOADED BY THE USER

Certain sections of the Website may allow the user to submit, publish, upload or otherwise make available their own



materials, content, videos, images, comments, questions or other information (“User Content”).

Unless otherwise specified, Illva Saronno claims no ownership rights over User Content, which remains the property of the user. However, the user is aware that certain sections or areas of the Site may allow other users to view, edit, share and/or interact with User Content. In this regard, the user agrees to allow others to view, edit, share and/or interact with User Content, in accordance with the settings thereof and these terms and conditions.

Furthermore, without prejudice to the provisions regarding the protection of personal data, the user acknowledges and agrees that the submission to Illva Saronno via email or by uploading to the Site of any User Content shall constitute authorization and a license to Illva Saronno (with the right to sub-license) to freely reproduce, use, disclose, displayed, modified, copied and distributed to third parties without any limitation as to place or time, in order to provide and/or improve the Website’s services, make the User Content available and allow third parties, including service providers and other users, to access it, and to carry out all other actions authorized by the user in relation to the services available via the Website.

Similarly, without prejudice to the moral rights of authorship, all texts, ideas, concepts, know-how and/or technical knowledge that may be contained in the material in question may be freely used and commercially exploited by us for the aforementioned purposes.

By sending User Content to Illva Saronno via any channel, the user declares and warrants that they are the sole owner thereof, or in any event have obtained the right to use it freely, with the consequent total exclusion of any risk that its use may result in the infringement of any rights whatsoever belonging to third parties. Given the “open” nature of the Internet, Illva Saronno expressly recommends that you do not transmit, via electronic communication channels, any material that you do not consider to be freely usable by third parties.

User Content must be accurate (where it reports facts), genuine (where it expresses opinions) and compliant with applicable legislation; it must not be unlawful, misleading, defamatory, obscene, offensive or otherwise inappropriate; nor must it infringe the rights of third parties, promote violence, discrimination or illegal activities, cause harm to minors, encourage the irresponsible or unlawful consumption of alcohol (including by minors or drink-driving), impersonate third parties or create the impression that it originates from us.

We shall not be liable to any third party for the content or accuracy of User Content transmitted and/or published, and we reserve the right to remove any material or publication made by the user on the Website should it infringe the rights of third parties and/or legal provisions and, in general, should such material, in our opinion, not comply with these terms and conditions.

We reserve the right to remove any content and to suspend or revoke access to the Site, including in the event of a breach of the provisions of this paragraph.

LINKING AND FRAMING

Without our prior written authorization, you are not permitted under any circumstances to create *links* to the Website’s home page, nor to any internal or ancillary pages of the Website, thereby creating a so-called “*deep link*”, nor to embed or display the Website’s content within another website, thereby creating a so-called “*frame*”.

In this regard, please note that any breach of the provisions set out in the preceding paragraph constitutes conduct that is also actionable under the law on unfair competition, as governed by the relevant legislation in force.

VIRUSES, HACKING AND OTHER ILLEGAL ACTIVITIES

The user undertakes not to misuse the Website, including by intentionally introducing viruses or other harmful materials. It is also prohibited to attempt to gain unauthorized access to the Website, the server on which it is hosted or any server, computer system or database connected to it, as well as to carry out DoS (denial of service) or DDoS (distributed denial of service) attacks.

Any breach of this nature will be reported to the relevant authorities and we will cooperate with them by providing the necessary information, including the identification of the user responsible. In such cases, the user’s right to use the Website will cease immediately.

To the extent permitted by applicable law, we shall not be liable for any loss or damage arising from cyber attacks, including DDoS attacks, viruses or other technologically harmful material that may infect your devices, software, data or other property as a result of your use of the Site or the downloading of material from it or from **linked websites**.

INDEMNITY

You agree to defend, indemnify and hold harmless Illva Saronno Holding S.p.A. and its subsidiaries, agents, licensors, officers and other affiliated companies, as well as their employees, contractors, agents, officers and directors, from and against any claim, damage, liability, loss, liability, cost or debt and expenses (including legal fees) arising from (i)



the use of and access to the Website, including data and content transmitted and/or published and/or uploaded by the user, (ii) from a breach of any provision of these terms and conditions; (iii) from a breach of any third-party rights, including, by way of example only and not limited to, any rights relating to personal data or privacy, or industrial or intellectual property rights; (iv) from a breach of applicable laws or regulations; (v) from User Content; (vi) the user's willful or negligent conduct and/or (vii) access to and/or use by third parties of the Website and/or related restricted-access areas via the user's authentication credentials or other codes, including security codes.

DISCLAIMER

To the fullest extent permitted by applicable law, Illva Saronno Holding S.p.A. and/or its subsidiaries, agents, licensees, officers and other affiliated companies, as well as their employees, collaborators, agents, officers and directors, shall not be, nor may they be held, liable for any loss or damage, whether direct, indirect or consequential, arising from or in connection with the use of the Website, the inability, even temporary, to use it, or the use of websites linked to it or the Content published therein.

This exclusion includes, by way of example and without limitation: loss of revenue, profits, business, contracts or anticipated savings; loss of data or goodwill; business interruption; loss of management or operational time; as well as any other loss or damage, however characterized, arising from tort (including negligence), breach of contract or any other cause, even if foreseeable.

APPLICABLE LAW

These terms and conditions are and shall be governed exclusively by Italian law and must consequently be interpreted in accordance with that law.

Anyone accessing the Website from a country other than Italy is required to act in full compliance with the Terms and the laws in force in that country and expressly warrants that they will not use the Website and the material contained therein in such a way as to constitute a breach of the aforementioned laws.

MODIFICATIONS OR ADDITIONS TO THE WEBSITE

Illva Saronno Holding S.p.A. may at any time, at its sole discretion, replace, add to, modify and/or supplement the Website and/or the material contained therein, as well as the technology used.

In this regard, Illva Saronno Holding S.p.A. expressly states that such activities may result in the temporary or permanent inability to access the Website and/or its content.

USER ENQUIRIES

Any enquiries regarding this Website may be addressed to info@disaronno.com

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