

If your usual residence is outside of the European Economic Area, the United Kingdom or Switzerland, these [Terms of Service](#) apply to you.

If your usual residence is in the European Economic Area, the United Kingdom or Switzerland, these [Terms of Service](#) apply to you.

Terms of Service

If your usual residence is outside of the European Economic Area, the United Kingdom or Switzerland

Please read carefully: These Terms of Service (these "**Terms**") constitute a legally binding agreement between you ("**you**" or "**your**") and Bending Spoons S.p.A., with offices at Corso Como 15, 20154 Milan, Italy, VAT, tax code and registration number with the Milan Monza Brianza Lodi Company Register 08931860962, REA number MI - 2056926 (collectively with its successors in interest and permitted assigns, "**Bending Spoons**," "**we**," "**us**" or "**our**").

These Terms govern your access and use of Around.Tours (the "**Site**") and related content, products, and services (collectively, and together with the Site, "**Product**" or "**Products**").

The Product acts as a platform for the performance of self-guided tours among different cities and locations. The Product makes available cultural, entertainment, recreation and leisure activities. **THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. THESE TERMS ALSO CONTAIN PROVISIONS REGARDING THE AUTOMATIC RENEWING OF YOUR SUBSCRIPTION, IF APPLICABLE. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ THEM CAREFULLY.**

By downloading, installing or using the Products in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable specific, supplemental or third-party licenses or terms when using any Product.

IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THESE TERMS, DO NOT ACCESS AND IMMEDIATELY STOP USING THE PRODUCTS, CANCEL ANY ACCOUNT, AND IMMEDIATELY UNINSTALL AND DELETE ANY COPIES OF THE PRODUCTS IN YOUR POSSESSION.

These Terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the English-language version will prevail.

If you have questions or complaints with respect to these Terms or our Products, contact us at support@around.tours.

1. Changes to Terms and Products

We may update these Terms from time to time, in our sole discretion. In such cases, we will take reasonable measures to inform you, in accordance with the significance of the changes performed, for example, by revising the date at the top of the updated Terms, via email or as a pop-up or push notification within the Products. It is your responsibility to review the Terms regularly, and to check the Product for updates to these Terms regularly. Unless otherwise noted, the updated Terms will be effective as of the time at which we post the updated Terms in the Product. By continuing to access or use our Product after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Products, uninstall and delete any copies in your possession, and cancel your subscription, if any, and any account.

We may also update, change, suspend or discontinue any of the Products (or any part, content or feature) at any time, without notice and without liability to you or anyone else.

Some products and features may not be available in all countries or in all languages.

2. Privacy

Please refer to the [Around Privacy and Cookie Policy](#) for information on how we process your personal data, treat your information and protect your privacy when you use the Products.

3. Eligibility

OUR PRODUCTS ARE NOT AVAILABLE TO INDIVIDUALS UNDER THE AGE OF 16. If you are over the age of 16 but under the legal age of majority in your state of residence, your parent or guardian must review and agree to be bound by these Terms on your behalf and must supervise your use of the Products.

YOU MAY NOT ACCESS OR USE THE SITE OR ORDER, ACCESS OR USE ANY PRODUCTS IF YOU (A) DO NOT AGREE TO THESE TERMS OF SERVICE, (B) ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH BENDING SPOONS OR YOUR PARENT OR LEGAL GUARDIAN HAS NOT AGREED TO THESE TERMS OF SERVICE AND YOUR USE OF OR ACCESS TO THE PRODUCTS, OR (C) ARE PROHIBITED BY APPLICABLE LAW FROM ACCESSING OR USING ANY PRODUCT.

4. End User License

Subject to your compliance with these Terms and your payment of the applicable fees, we hereby grant you a personal, limited, revocable, non-transferable, non-sublicensable, non-exclusive, non-commercial license to use the Products.

Except as expressly permitted by these, you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Products; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic,

adapt, translate, or create derivative works of the Products, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Products).

5. Purchases, Subscriptions, Promotional Codes, and Auto Renewals

If a subscription is not available on the Site, you will be charged the purchase fee when you complete your purchase or, if it's specified in the payment details form, when you accept the output of the Product.

If a subscription is available on the Site, we may offer free trials in our sole discretion. Upon installation or expiration of a free trial offer (if applicable), you will be charged the applicable subscription fees (if any) for your use of the Products. **Upon expiration of the initial term of your subscription, whether such subscription is weekly, monthly, quarterly, yearly, or otherwise, your subscription will automatically renew for recurring subscription periods of the same duration unless and until you affirmatively cancel your subscription. You can manage and cancel your subscription and any automatic renewals at any time following the instructions in your subscription purchase or renewal confirmation emails, or by following the instructions in the Product's support page.** If you have begun a subscription period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such subscription period, and you will continue to be able to use the Products for which you subscribed until the end of such subscription period. We may change the applicable subscription fees at any time at our sole discretion. Changes to the subscription fees will not apply retroactively.

The Products may enable you to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual items or in-app consumables (collectively, the "**Virtual Items**"), which could include virtual cards, tokens or other units that can be redeemed for additional features, enhancements, functionalities, content, or services within the Products. You are only allowed to purchase Virtual Items through the Products and you may only redeem or use Virtual Items through the Product in which the Virtual Items are purchased. We may manage, regulate, change, or remove Virtual Items at any time at our sole discretion. **All consumable in-app purchases made through the Products and all Virtual Items (and all redemptions of Virtual Items) are final and non-refundable. You acknowledge that you will not receive any refund or compensation for unused Virtual Items when your access to the Products or your account (if any) is suspended or terminated for any reason.**

We may provide you with gift cards or promotional codes that can be redeemed for additional features, enhancements, functionalities, content, services, or Virtual Items within a specified Product and for a limited period of time, subject eligibility requirements (the "**Promotional Codes**"). Promotional Codes have no cash value, are personal, non-transferable, non-sublicensable, and we are under no obligation to provide any compensation in connection with

a Promotional Code. The Products may require that you create or log in to your account to use Promotional Codes.

The validity of these Terms and the validity of any purchase associated with the Products will be considered independently from each other, meaning that the termination of such associated purchase will not affect the validity of these Terms, and the termination of these Terms may not affect the validity of such associated purchase.

6. Prohibited Uses

You agree that you will not, and will not permit any person accessing the Products using your account to:

- Use the Products in any manner not permitted by these Terms.
- Use the Products for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others.
- Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content, or any content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
- Copy (except as expressly permitted by these Terms) or modify the Products.
- Frame, mirror, display or incorporate the Products or any portion into any other program, site, service or product.
- Use the Products in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services.
- Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Products.
- Circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Products.
- Allow others to do any of the foregoing.

We reserve the right to suspend or terminate your access to the Products at any time, for any reason, including if we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms.

In accordance with section 13 (Withdrawal and Termination), we reserve the right to suspend or terminate your access to the Products if we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms.

7. Our Intellectual Property Rights

We or our licensors retain and exclusively own all rights, title and interest in and to the Products and their content (including software, artwork, photos, videos, music, sounds, text, information and other materials posted, provided or otherwise made available through the Products), including all intellectual proprietary rights, whether registered or not, which include,

but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Products.

We reserve all rights not expressly granted to you under these Terms.

8. User-Generated Content

If applicable, we do not claim any ownership rights to the photos, videos, sounds, text, contest entries, and other content that you import into, store, or create with the Products in connection with or through your use of the Products (collectively, the "**User-Generated Content**").

The Products or Promotions (as defined below) may provide features that allow you to submit, upload, store, receive, communicate, share, publish or otherwise make publicly available User-Generated Content. By submitting, uploading, storing, communicating, sharing, publishing or otherwise making available any User-Generated Content, and unless we indicate otherwise, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferrable license to publish, use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, exploit, or otherwise make available all User-Generated Content, or any portion thereof, in any media or technology now known or later developed, as well as to use any name, likeness, and other identifying indicia ("**Name and Likeness**") as shown and conveyed in the User-Generated Content, through any medium or format, in any way permitted under applicable law and in accordance with the applicable privacy policy, including for the purposes of operating and improving the Products (such as through algorithmic training), and developing new technologies and services. You will not be entitled to compensation for any use by us, or our agents, licensees or assignees, of such User-Generated Content. You acknowledge and agree that you have no right to review or approve how such User-Generated Content or any Name and Likeness will be used. We will have no obligation to publish or use or retain any User-Generated Content you submit or to return any such content to you.

You are solely responsible for the content that you submit, upload, communicate, share or otherwise make available on or through the Products, or transmit to others, and you represent and warrant that such content will not infringe upon or violate the rights of any person or entity, and that you have all the rights, permissions, licenses, authorizations, and releases (including, but not limited to, to synchronize any sound recordings and musical works embodied in the User-Generated Content) necessary to grant the licenses in these Terms and to make the User-Generated content available.

We may terminate your access to the Products if we find that your User-Generated Content violates these Terms, our policies or applicable law, including unlawful postings or content, without prior notice to you.

We welcome feedback, comments, and suggestions for improvements to the Products ("**Feedback**"). By submitting Feedback to us, you grant us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, and transferable license, under any and all intellectual property rights that you own or dispose, to use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, sell, exploit, or otherwise make available the Feedback, or any portion thereof, in any media or technology now known or later developed, without any remuneration, compensation or credit to you.

9. Promotions, Contests and Sweepstakes

Promotions, contests, and sweepstakes that you enter on a Product or in connection with a Product (each, a "**Promotion**") may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion's official rules or conditions conflict with these Terms, the provisions contained in the official rules or conditions govern and control the relevant Promotion. Your entry into a Promotion constitutes User-Generated Content and is subject to all provisions of these Terms that govern your submission and our use of your User-Generated Content, and we may also use such User-Generated Content for advertising, marketing, and promotional purposes.

10. Third-Party Services and Materials

The Products may enable access to third-party services, software, and websites (collectively, "**Third-Party Services**"). Products may also display, include or make available content, information, services and materials from third parties, including User-Generated Content (collectively, "**Third-Party Materials**") or provide links to certain Third-Party Services or Third-Party Materials.

You understand that by using any of the Products, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Products, you further acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the Products and any Third-Party Services or Third-Party Materials at your sole risk, and you acknowledge that we will not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages or in all countries. We make no representation that such Third-Party Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

We, and our content providers and licensors, reserve the right to change, suspend, remove, or disable access to any Third-Party Services or Third-Party Materials at any time without notice. We will not be liable for the removal of or disabling of access to any such services or materials. We may also impose limits on the use of or access to certain Third-Party Services or Third-Party Materials, in any case and without notice or liability.

You acknowledge and agree to comply with applicable third-party terms and conditions related to the use of the Products, Third-Party Services, and/or Third-Party Materials.

The Products may contain advertisements. In consideration for your access and use of the Products, you agree that we, our affiliates, and our third-party partners may place advertising on the Products.

11. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS (EXPRESSLY INCLUDING ALL CONTENT AND FEATURES MADE AVAILABLE VIA ANY PRODUCT), ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF COURSE OF DEALING, OF TRADE USAGE OR PRACTICE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCTS, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE PRODUCTS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCTS WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, SECURE OR ERROR-FREE, THAT ERRORS OR DEFECTS IN THE PRODUCTS WILL BE CORRECTED, OR THAT THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SHOULD ANY OF THE PRODUCTS PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA THAT RESULTS FROM THE USE OF AND ACCESS TO ANY OF THE PRODUCTS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. Indemnification

You will defend, indemnify and hold us, our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, a "**Bending Spoons Indemnitee**") harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys' fees incurred by any Bending Spoons Indemnitee(s), to the extent directly or indirectly arising out of or resulting from: (a) your User-Generated Content; (b) any breach of these Terms by you or any person accessing the Products using your account; (c) your access or use of the Products; (d) your violation of any applicable law or regulation; (e) your violation of the rights of any third party, including, but not limited to, privacy, intellectual property or proprietary rights with respect to your use of the Products, performance of your obligations under these Terms, or exercise of rights granted to you under these Terms; and (f) any and all claims for property damage, personal injury or bodily injury or death, to the extent caused by your breach of these Terms. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to select counsel handling such defense, negotiation or settlement in our sole discretion.

13. Limitation of Liability

TO MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE (AND OUR AFFILIATES, PARENT COMPANIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, LICENSORS, CONTRACTORS, PERMITTED SUCCESSORS AND PERMITTED ASSIGNS) WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, MORAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCTS, OR ANY USER-GENERATED CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), OR WHETHER SUCH DAMAGE WAS FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN TYPES OF DAMAGES, IN WHICH CASE SOME OF THE

LIMITATIONS ABOVE MAY NOT APPLY TO YOU. THE ABOVE LIMITATIONS OR EXCLUSIONS DO NOT AFFECT YOUR STATUTORY CONSUMER RIGHTS IN YOUR APPLICABLE JURISDICTION.

14. Suspension

We may suspend or terminate your access to any portion or all of the Products for any reason, including if: (a) we reasonably determine that there is a threat or attack on any of our services or systems, or any data stored thereon; (b) your use of the Products disrupts or poses a security risk to us or any of our customers or vendors; (c) you are using the Products for purposes of engaging in, or your account is being used to engage in, fraudulent or illegal activities; (d) our provision of the Products to you is prohibited by applicable law or regulation; or (e) any of our vendors restricts, suspends, or terminates our access to one or more Third-Party Services or Third-Party Materials that are required for the provision of or access to the Products. We will use reasonable efforts to provide notice of any suspension of the Products to you and to provide updates regarding resumption of access to the Products following any Product suspension. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences resulting from a Product suspension.

15. Termination

These Terms are effective until terminated by us, at our sole discretion, at any time and without notice, or until you stop using our Products, uninstall and delete all copies in your possession, cancel any account, and cancel all active subscriptions. You may stop using the Products at any time. Please refer to section 5 (Subscriptions and Auto Renewals) for information on how you can cancel your subscription, if any, or any automatic renewals.

Your rights under these Terms will terminate automatically if you fail to comply with any of its provisions. Upon termination of these Terms, you must cease all use of the Products and uninstall and delete all copies in your possession.

Upon expiration, termination, or cancellation of these Terms for any reason, all rights and obligations of both parties to these Terms, including all licenses granted under these Terms, will immediately terminate. The provisions of these Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

16. Account

If the Product allows you or requires you to provide registration information and create an account, these Terms also govern your account. You state that you will provide only true, current and accurate information when you create your account or provide us with the required information, and that you meet the eligibility requirements under these Terms. You agree to update your registration information to keep it accurate and current.

We may ask you to confirm your registration information (such as your email address) to continue using the Product. If you choose not to do so, your access to the Product may be restricted or terminated.

When you choose a username or otherwise create a nickname, you agree not use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent your identity or affiliation with any person. You further agree not to purchase, sell, rent or give away your account.

You will not share your account or your registration information, and you will not let anyone else access your account. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your registration information, you must immediately notify us and modify your registration information. You are solely responsible for maintaining the confidentiality of your registration information, and you will be responsible for all uses of your registration information, including purchases, whether or not authorized by you.

To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account.

If you violate one or more provisions of these Terms, or we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms, we may suspend or terminate your account under sections 6 (Prohibited Uses), 8 (User-Generated Content), 14 (Suspension), and 15 (Termination).

17. Governing Law

These Terms, and any dispute, claim (including non-contractual disputes or claims), or matters arising out of or in connection with these Terms will be governed by, and construed in accordance with, the substantive laws of the State of Florida, U.S., excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these Terms to the law of any other jurisdiction.

18. Binding Arbitration

The United States Federal Arbitration Act applies to these Terms. Except for small claims court cases that qualify (claims under US\$ 10,000), any dispute, controversy or claim that in any way relates to or arises out of these Terms or Products you receive from us will be resolved by final and binding arbitration in accordance with and pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. The Tribunal will consist of one sole arbitrator. **UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN NEW YORK, NEW YORK.** The language of the proceeding will be English. Any award issued by the Arbitrator will be final and binding and may be enforced in any court of competent

jurisdiction. For claims of \$10,000 or less, the party bringing the claim can choose either to arbitrate the claim (in which case the Expedited Procedures in the JAMS Comprehensive Rules will apply) or, alternatively, can bring an individual action in small claims court, in New York County, New York. You can get copies of procedures, rules and fee information from JAMS (www.jamsadr.com) or by requesting them from us. Bending Spoons will be responsible for all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You will be responsible for all additional fees and costs that you incur in the arbitration.

YOU AND BENDING SPOONS AGREE IRREVOCABLY TO GIVE UP ANY RIGHT TO LITIGATE CLAIMS IN A COURT (EXCEPT AS PROVIDED FOR SMALL CLAIMS COURT). IN ANY COURT PROCEEDING YOU AND BENDING SPOONS AGREE TO WAIVE AND RELINQUISH ALL RIGHT TO HAVE ANY MATTER TRIED BEFORE A JURY. YOU AND BENDING SPOONS ALSO AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS WILL BE RESOLVED INDIVIDUALLY, AND YOU WILL NOT BRING OR PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OR RELATING TO A CONTRACT BASED ON THESE TERMS AND THE ARBITRATOR WILL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THESE TERMS. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU FURTHER AGREE TO ARBITRATE ANY CLAIMS YOU ASSERT ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER YOU NOR BENDING SPOONS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

YOU CAN OPT-OUT OF THE ARBITRATION PROCEDURES SET OUT IN THIS SECTION 17 (BINDING ARBITRATION) WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (THE "OPT-OUT DEADLINE"). YOU MAY OPT OUT OF THIS PROVISION BY MAILING TO US WRITTEN NOTICE BY THE OPT-OUT DEADLINE IN ACCORDANCE WITH SECTION 18 (GENERAL).

19. General

We may issue any notice that is required or referenced in these Terms to you by (a) email, (b) posting notice to the Products, or (c) other legally accepted means. It is your responsibility to keep your information current to receive notifications and to check the Product regularly. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. To give us notice under these Terms, you must contact us as follows: (1) by email to bendingspoons@legalmail.it, or (2) by personal delivery, overnight courier or registered or certified mail to Corso Como 15, 20154 Milan, Italy, Attention: Bending Spoons Legal. Notices provided by personal delivery will be effective

immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations hereunder, without obtaining the prior written consent of an authorized representative of Bending Spoons, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms or delegate our obligations hereunder, in whole or in part, without your consent, to any person or entity at any time.

Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by an authorized representative of Bending Spoons. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

If any provision, or part thereof, of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended so that it is valid and enforceable to the maximum extent permitted by law. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

These Terms will be binding upon the parties and their respective successors and permitted assigns.

Except as expressly provided in section 7 (Our Intellectual Property Rights), 10 (Third-Party Services and Materials), 12 (Indemnification), 19 (General), and 20 (Additional Terms for Shutterstock Content) there are no third-party beneficiaries to these Terms.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of these Terms to the extent such delay is caused by a labor dispute, shortage of materials, fire, earthquake, epidemic, flood, act of terrorism, or any other event beyond the control of such party.

20. Additional Terms for Shutterstock Content

If any Shutterstock content is made available to you through the Product (the "**Shutterstock Content**"), your use of Shutterstock Content is also subject to the additional terms in this section, together with any other applicable Shutterstock terms and conditions. You may not use any Shutterstock Content:

- Except solely as incorporated into the content or products created and distributed using the Product or otherwise download any Shutterstock Content in its original, unaltered form outside the Product.

- Together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
- Portraying any person depicted therein in a way that a reasonable person would find offensive, including, but not limited to, depicting any person: (a) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities.
- As a trademark, service mark, logo, or as a source-identifying "theme song" such that the use of the music is intended to create brand associations with the content or products with which it is associated.

Last updated: 17 March 2023

Terms of Service

If your usual residence is in the European Economic Area, the United Kingdom or Switzerland

Please read carefully: These Terms of Service (these "**Terms**") constitute a legally binding agreement between you ("**you**" or "**your**") and Bending Spoons S.p.A., with offices at Corso Como 15, 20154 Milan, Italy, VAT, tax code and registration number with the Milan Monza Brianza Lodi Company Register 08931860962 , REA number–MI - 2056926 (collectively with its successors in interest and permitted assigns, "**Bending Spoons,**" "**we,**" "**us**" or "**our**").

These Terms govern your access and use of our websites where these Terms are posted (the "**Site**") and our related content, products, and services (collectively, and together with the Site, "**Product**" or "**Products**").

The Product acts as a platform for the performance of self-guided tours among different cities and locations. The Product makes available cultural, entertainment, recreation and leisure activities.

By downloading, installing or using the Products in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable specific, supplemental or third-party licenses or terms when using any Product. These Terms contain provisions that govern the resolution of claims you may have, disclaimers of certain warranties, automatically renewing subscriptions, if applicable, and certain limitations on our liability. If you do not agree to all terms and conditions in these Terms, do not access and immediately stop using the Products, cancel any account, and immediately delete any copies of the Products in your possession.

These terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the one most favorable to the consumer will prevail.

If you have questions or complaints with respect to these Terms or our Products, contact us at support@around.tours.

1. Changes to Terms and Products

We may update these Terms from time to time. In such cases, we will take appropriate measures to inform you in accordance with the significance of the changes performed, for example, by providing you reasonable notice of the proposed changes via email or as a pop-up or push notification within the Products. It is your responsibility to review the Terms regularly, and to check the Product for updates to these Terms regularly. By continuing to access or use our Product after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using

our Products, uninstall and delete any copies in your possession, and cancel your subscription, if any, and any account.

We may also update, change, suspend or discontinue any of the Products (or any part, content or feature) at any time for justified or business reasons. In such cases, if reasonably necessary or if required by applicable law, we will notify you via email or as a pop-up or push notification within the relevant Products to the extent and as soon as practically possible.

Some products and features may not be available in all countries or in all languages.

2. Privacy

Please refer to the [Around Privacy and Cookie Policy](#) for information on how we process your personal data.

3. Eligibility

You may access and use the Products only if you are capable of entering into a legally binding agreement with Bending Spoons.

4. End User License

Subject to your compliance with these Terms and your payment of the applicable fees, we hereby grant you a personal, limited, revocable, non-transferable, non-sublicensable, non-exclusive, non-commercial license to use the Products.

Except as expressly permitted by these Terms, you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Products; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic, adapt, translate, or create derivative works of the Products, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Products).

5. Purchases, Subscriptions, Promotional Codes, Auto Renewals, Changes to Fees and Withdrawal Right

If a subscription is not available on the Site, you will be charged the purchase fee when you complete your purchase or, if it's specified in the payment details form, when you accept the output of the Product.

If a subscription is available on the Site, we may offer free trials in our sole discretion. Upon installation or expiration of a free trial offer (if applicable), you will be charged the applicable subscription fees (if any) for your use of the Products. **Upon expiration of the initial term of your subscription, whether such subscription is weekly, monthly, quarterly, yearly, or otherwise, your subscription will automatically renew for recurring**

subscription periods of the same duration unless and until you affirmatively cancel your subscription. You can manage and cancel your subscription and any automatic renewals at any time following the instructions in your subscription purchase or renewal confirmation emails, or by following the instructions in the Product's support page. If you have begun a subscription period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such subscription period, and you will continue to be able to use the Products for which you subscribed until the end of such subscription period. We may change the applicable subscription fees at any time for justified or business reasons and the new fees will apply starting from the next subscription period. In such cases, we will inform you of the new fees with reasonable notice via email or as a pop-up or push notification within the Products. If you do not agree with the new fees, you will have the statutory right to cancel your subscription following the instructions above. Changes to the subscription fees will not apply retroactively.

The Products may enable you to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual items or in-app consumables (collectively, the "**Virtual Items**"), which could include virtual cards, tokens or other units that can be redeemed for additional features, enhancements, functionalities, content, or services within the Products. You are only allowed to purchase Virtual Items through the Products and you may only redeem or use Virtual Items through the Product in which the Virtual Items are purchased. We may manage, regulate, change, or remove Virtual Items at any time at our sole discretion. **All consumable in-app purchases made through the Products and all Virtual Items (and all redemptions of Virtual Items) are final and non-refundable. You acknowledge that you will not receive any refund or compensation for unused Virtual Items when your access to the Products or your account (if any) is suspended or terminated for any reason.**

We may provide you with gift cards or promotional codes that can be redeemed for additional features, enhancements, functionalities, content, services, or Virtual Items within a specified Product and for a limited period of time, subject eligibility requirements (the "**Promotional Codes**"). Promotional Codes have no cash value, are personal, non-transferable, non-sublicensable, and we are under no obligation to provide any compensation in connection with a Promotional Code. The Products may require that you create or log in to your account to use Promotional Codes.

The validity of these Terms and the validity of any purchase associated with the Products will be considered independently from each other, meaning that the termination of such associated purchase will not affect the validity of these Terms, and the termination of these Terms may not affect the validity of such associated purchase.

6. Prohibited Uses

You agree that you will not, and will not permit any person accessing the Products using your account to:

- Use the Products in any manner not permitted by these Terms.
- Use the Products for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others.
- Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content, or any content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).
- Copy (except as expressly permitted by these Terms) or modify the Products.
- Frame, mirror, display or incorporate the Products or any portion into any other program, site, service or product.
- Use the Products in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services.
- Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Products.
- Circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Products.
- Allow others to do any of the foregoing.

In accordance with section 14 (Withdrawal and Termination), we reserve the right to suspend or terminate your access to the Products if we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms.

7. Our Intellectual Property Rights

We or our licensors retain and exclusively own all rights, title and interest in and to the Products and their content (including software, artwork, photos, videos, music, sounds, text, information and other materials posted, provided or otherwise made available through the Products), including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Products.

We reserve all rights not expressly granted to you under these Terms.

8. User-Generated Content

If applicable, we do not claim any ownership rights to the photos, videos, sounds, text, contest entries, and other content that you import into, store, or create with the Products in connection with or through your use of the Products (collectively, the "**User-Generated Content**").

The Products or Promotions (as defined below) may provide features that allow you to submit, upload, store, receive, communicate, share, publish or otherwise make publicly available User-

Generated Content. By submitting, uploading, storing, communicating, sharing, publishing or otherwise making available any User-Generated Content, and unless we indicate otherwise, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferrable license to publish, use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, exploit, or otherwise make available all User-Generated Content, or any portion thereof, in any media or technology now known or later developed, as well as to use any name, likeness, and other identifying indicia ("**Name and Likeness**") as shown and conveyed in the User-Generated Content, through any medium or format, in any way permitted under applicable law and in accordance with the applicable privacy policy, including for the purposes of operating and improving the Products (such as through algorithmic training), and developing new technologies and services. You will not be entitled to compensation for any use by us, or our agents, licensees or assignees, of such User-Generated Content. You acknowledge and agree that you have no right to review or approve how such User-Generated Content or any Name and Likeness will be used. We will have no obligation to publish or use or retain any User-Generated Content you submit or to return any such content to you.

You are solely responsible for the content that you submit, upload, communicate, share or otherwise make available on or through the Products, or transmit to others, and you represent and warrant that such content will not infringe upon or violate the rights of any person or entity, and that you have all the rights, permissions, licenses, authorizations, and releases (including, but not limited to, to synchronize any sound recordings and musical works embodied in the User-Generated Content) necessary to grant the licenses in these Terms and to make the User-Generated content available.

We may terminate your access to the Products if we find that your User-Generated Content violates these Terms, our policies or applicable law, including unlawful postings or content, without prior notice to you.

We welcome feedback, comments, and suggestions for improvements to the Products ("**Feedback**"). By submitting Feedback to us, you grant us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, and transferable license, under any and all intellectual property rights that you own or dispose, to use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, sell, exploit, or otherwise make available the Feedback, or any portion thereof, in any media or technology now known or later developed, without any remuneration, compensation or credit to you.

9. Promotions, Contests and Sweepstakes

Promotions, contests, and sweepstakes that you enter on a Product or in connection with a Product (each, a "**Promotion**") may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion's official rules or conditions conflict with these Terms, the provisions contained in the official rules or

conditions govern and control the relevant Promotion. Your entry into a Promotion constitutes User-Generated Content and is subject to all provisions of these Terms that govern your submission and our use of your User-Generated Content, and we may also use such User-Generated Content for advertising, marketing, and promotional purposes.

10. Third-Party Services and Materials

The Products may enable access to third-party services, software, and websites (collectively, "**Third-Party Services**"). Products may also display, include or make available content, information, services and materials from third parties, including User-Generated Content (collectively, "**Third-Party Materials**") or provide links to certain Third-Party Services or Third-Party Materials.

You understand that by using any of the Products, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Products, you further acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the Products and any Third-Party Services or Third-Party Materials at your sole risk, and you acknowledge that we will not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages or in all countries. We make no representation that such Third-Party Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

We, and our content providers and licensors, reserve the right to change, suspend, remove, or disable access to any Third-Party Services or Third-Party Materials at any time for justified or business reasons. We will not be liable for the removal of or disabling of access to any such services or materials. We may also impose limits on the use of or access to certain Third-Party Services or Third-Party Materials, in any case and without liability.

You acknowledge and agree to comply with applicable third-party terms and conditions related to the use of the Products, Third-Party Services, and/or Third-Party Materials.

The Products may contain advertisements. In consideration for your access and use of the Products, you agree that we, our affiliates, and our third-party partners may place advertising on the Products.

This section does not affect section 13 (Limitation of Liability).

11. Disclaimer of Warranties

You expressly acknowledge and agree that your use of the Products is at your sole risk. To the maximum extent permitted by law, we disclaim all warranties and conditions of merchantability, of satisfactory quality, and of fitness for a particular purpose. We cannot warrant against interference with your enjoyment of the Products, that the functions contained in, or services performed or provided by, the Products will meet your requirements, or that the operation of the Products will be constantly available, uninterrupted, secure or error-free. No oral or written information or advice given by us or our authorized representatives will create a warranty. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

This section does not affect section 13 (Limitation of Liability).

12. Indemnification

You will defend, indemnify and hold us, our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, a "**Bending Spoons Indemnitee**") harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys' fees incurred by any Bending Spoons Indemnitee(s), to the extent directly or indirectly arising out of or resulting from: (a) your User-Generated Content; (b) any breach of these Terms by you or any person accessing the Products using your account; (c) your access or use of the Products; (d) your violation of any applicable law or regulation; and (e) your violation of the rights of any third party, including, but not limited to, privacy, intellectual property or proprietary rights with respect to your use of the Products, performance of your obligations under these Terms, or exercise of rights granted to you under these Terms. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to select counsel handling such defense, negotiation or settlement in our sole discretion.

13. Limitation of Liability

To maximum extent permitted under applicable law, we (and our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns) will not be liable for any moral, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use

or inability to use the Products, or any User-Generated Content, unless such damages are caused by our breach of these Terms. These Terms do not limit our liability for death, personal injury, fraud, or gross negligence.

The above limitations or exclusions do not affect your statutory consumer rights in your applicable jurisdiction (for example, pursuant to the Italian Legislative Decree No. 206/2005).

14. Withdrawal and Termination

These Terms are effective until you stop using our Products, uninstall and delete any copies in your possession, cancel any account, and cancel all active subscriptions. You may stop using the Products at any time. Please refer to section 5 (Subscriptions, Auto Renewals, Changes to Fees and Withdrawal Right) for information on how you can cancel your subscription, if any, or any automatic renewals.

We may withdraw from our agreement with you under these Terms at any time by providing you with at least a 30 days' advance notice. If we withdraw from this agreement, your current subscription period will terminate, and you will be eligible to receive a refund for the portion of the fees you have paid corresponding to the subscription period following our withdrawal.

We may terminate our agreement with you under these Terms with immediate effect if you breach one or more of sections 3 (Eligibility), 4 (End User License), 6 (Prohibited Uses), 8 (User-Generated Content), and 15 (Account). If we terminate this agreement for breach, you will not receive a refund for the fees you already paid.

Upon expiration, termination, or cancellation of these Terms for any reason, all rights and obligations of both parties to these Terms, including all licenses granted under these Terms, will immediately terminate. The provisions of these Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

15. Account

If the Product allows you or requires you to provide registration information and create an account, these Terms also govern your account. You state that you will provide only true, current and accurate information when you create your account or provide us with the required information, and that you meet the eligibility requirements under these Terms. You agree to update your registration information to keep it accurate and current.

We may ask you to confirm your registration information (such as your email address) to continue using the Product. If you choose not to do so, your access to the Product may be restricted or terminated.

When you choose a username or otherwise create a nickname, you agree not use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent

your identity or affiliation with any person. You further agree not to purchase, sell, rent or give away your account.

You will not share your account or your registration information, and you will not let anyone else access your account. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your registration information, you must immediately notify us and modify your registration information. You are solely responsible for maintaining the confidentiality of your registration information, and you will be responsible for all uses of your registration information, including purchases, whether or not authorized by you.

To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account.

In accordance with section 14 (Withdrawal and Termination), we reserve the right to suspend or terminate your account if we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms.

16. Governing Law and Jurisdiction

The laws of Italy, excluding its conflict of law provisions, will govern these Terms and your use of the Products. If you are a consumer resident in the European Union, these Terms will not affect the mandatory laws and statutory consumer rights of your country of residence.

Any controversy or claim in relation to the application or interpretation of these Terms and arising out of your use of the Products will be submitted to the exclusive jurisdiction of the Courts of Milan, Italy. If you are a consumer resident or domiciled in the European Union, you may submit your claim to the court of your place of residence or domicile.

17. Online Dispute Resolution

As an alternative to resolution of disputes through courts, consumers resident in the European Union may refer their complaint to the European Online Dispute Resolution Platform. Consumers may obtain more information by visiting the European Commission's [Online Dispute Resolution Platform site](#).

18. General

We may issue any notice that is required or referenced in these Terms to you by (a) email, (b) posting notice to the Products, or (c) other legally accepted means. It is your responsibility to keep your information current to receive notifications and to check the Product regularly. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. Electronic delivery of a notice will have the same legal effect as if we provided you with a physical copy.

You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations under these Terms, without obtaining the prior written consent of an authorized representative of Bending Spoons, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms, or any right set out in these Terms, in whole or in part, without your consent, to any person or entity at any time, on condition that the assignment does not diminish the protection of your rights.

Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by an authorized representative of Bending Spoons. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law.

If any provision, or part thereof, of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

These Terms will be binding upon the parties and their respective successors and permitted assigns.

21. Additional Terms for Shutterstock Content

If any Shutterstock content is made available to you through the Product (the "**Shutterstock Content**"), your use of Shutterstock Content is also subject to the additional terms in this section, together with any other applicable Shutterstock terms and conditions. You may not use any Shutterstock Content:

- Except solely as incorporated into the content or products created and distributed using the Product or otherwise download any Shutterstock Content in its original, unaltered form outside the Product.
- Together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
- Portraying any person depicted therein in a way that a reasonable person would find offensive, including, but not limited to, depicting any person: (a) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities.
- As a trademark, service mark, logo, or as a source-identifying "theme song" such that the use of the music is intended to create brand associations with the content or products with which it is associated.

Declaration pursuant to Art. 1341 and 1342 of the Italian Civil Code

Pursuant to articles 1341 and 1342 of the Italian Civil Code, you declare you have read and specifically accept sections **1 (Changes to Terms and Products), 5 (Subscriptions, Auto Renewals, Changes to Fees and Withdrawal Right), 8 (User-Generated Content), 11 (Disclaimer of Warranties), 12 (Indemnification), 13 (Limitation of Liability), 14 (Withdrawal and Termination), 15 (Account), 16 (Governing Law and Jurisdiction), and 18 (General).**

Last updated: 17 March 2023