

Anteprima Srl, with offices in Lucca, Piazza dei Servi n°11, VAT number 01837640463, would like to invite all the site's users to read its terms of use reported hereinafter before making use of the services offered on the Eppela platform. This agreement establishes legally binding terms and conditions for using the website [www.eppela.com](http://www.eppela.com) - **N.B. In order to access the platform's services you must accept this document.**

## PREMISES

The company Anteprima s.r.l., with offices in Lucca - 55100, Piazza dei Servi n°11, VAT number 01837640463 owns a web platform named Eppela, which may be used by users to create and adhere to crowdfunding initiatives according to the reward based model, with the objective of favouring the support of the initiatives proposed by private project creators; to this end, Eppela collects, catalogues and shares within the context of the different specific activities of the initiatives proposed by users.

Said company collects data, received from interested parties, regarding projects, reward tiers, news and activity updates, biographical profiles and other information necessary and regarding the same, without processing the data in any way.

## CONDITIONS

### 1. Premises and attachments

The premises are an integral, substantive part of this contract.

### 2. Definitions

The words which follow in this contract have the following meanings, whether used in the plural or singular.

**Eppela:** Crowdfunding platform owned by Anteprima Srl, accessible via the website <https://www.eppela.com>

**User:** Individual, company, association, body registered with the platform [Eppela.com](http://Eppela.com). There are two kinds of users:

**The creator:** the recipient and beneficiary of a crowdfunding campaign on [Eppela.com](http://Eppela.com). If a natural person, they must be over 18.

**Sponsor:** party registered to [Eppela.com](http://Eppela.com) , potential donor to one or more crowdfunding campaigns on [www.eppela.com](http://www.eppela.com).

**Project creator:** i.e. creator

**Project proposal:** draft of crowdfunding campaign uploaded onto Eppela before the approval is given by the Eppela Team.

**Advisor:** Eppela team member who examines the project proposals received.

**Approval:** is the approval of the project before being posted by the Eppela Team

**Campaign:** A project's posting period, from the date it is posted until its deadline.

**Campaign duration:** Specific time span, between a minimum of 15 and a maximum of 40 days, during which the campaign is active on the platform.

**Campaign deadline:** The campaign's last day of posting on the platform, which expires at the time established the day it is posted.

**Goal:** Economic target of the crowdfunding campaign. When it has been reached the project is considered funded.

**Funding criterion:** the criterion according to which the campaign is considerable fundable, consisting in reaching a sum equal to at least the pre-established goal, by the deadline set on the day it is posted.

**Posted materials:** Campaign contents (project description and relative rewards) and anything else which is relevant (for example: campaign updates and creator posts after first post and any further news, contents of connected pages which the creator is responsible for when not the owner or reference).

**Donation (aka "Bid"):** Economic support donated by a sponsor in favour of a campaign posted on Eppela, via payment card on the system supported by the platform.

**Rewards:** the goods or services offered to the sponsors that backed the project with their bids by the creator, in exchange for set amounts indicated in the campaign contents.

**Initiative:** Any promotional activities, even if sponsored by a third party, intended to support specific areas of the site [www.eppela.com](http://www.eppela.com) This type of initiative is governed by specific regulations which integrate these terms and conditions and may act as an exception to them. They are considered accepted when the creator requests backing for the individual initiative. Every regulation is available on a specific page.

**Mentor:** Company or body that, in partnership with Eppela, proposes initiatives which grant the chance to co-fund according to the pre-established rules contained in the specific special regulations.

**Refund:** the sum offered by the sponsors is refunded, if the supported project does not reach its crowdfunding goal. The platform is never responsible for the undelivered refund of the sum offered by the sponsors, when refunding is not possible due to causes attributable to the sponsor (current account closure and/or deactivation of the credit card which the payment was made with) or that are, in any case, not attributable to the platform.

### 3. Service description

The service supplied by Eppela consists essentially in providing the creator, on request, access to the crowdfunding platform where they may request their campaign, hereinafter known as project, to be posted, in order to seek potential sponsors. More specifically:

- 1) The platform offers **creators** the chance to post, on selection, their own project, giving them the chance to be sponsored by site users (sponsors) during a time span defined "campaign" or project length, in order to reach a pre-set economic goal

This service will have a previously-agreed management cost which will be calculated as a percentage, in addition to the outlay costs deriving from using the payment system. This cost must be paid exclusively if the goal is achieved. The company reserves the right to cancel, interrupt or suspend a post at any time and at its own discretion, without the creator being able to put forward any requests, claims or legal claims for compensation, reimbursements or anything else. It also reserves the right to provide for, at its own discretion, making aesthetic changes it considers necessary to texts and/or materials provided for posting, with the express specification that the creator's failure to accept the changes, which must be unequivocal and in writing, may prejudice posting. Failure to accept changes to the required terms will be considered simple acceptance and the creator cannot expect anything from Eppela, holding it harmless, on all grounds in relation to third parties, for the changes made to materials.

- 2) The Platform offers **Sponsors** the chance to sponsor one or more projects, by donating an amount of money in exchange for a pre-established "reward". The amount of money donated will be returned if the sponsored project does not reach its pre-set goal, without prejudice to that provided for at the coming point 8 (Undelivered refund).

**All site users**, sponsors and/or project creators acknowledge and accept that the obligation which Anteprema takes on towards users as regards projects posted on the platform consists exclusively in posting the project and thus it is a mere obligation of means. Users thus acknowledge and accept that the company cannot in any case and for any reason be held responsible for the failure of a project and/or initiative posted on Eppela, indemnifying it from any and all responsibility. The company reserves the right, again and in any case, at its own discretion, not to post.

### 4. Acceptance of conditions

The Service is offered, on acceptance, with no changes whatsoever, of all the terms and conditions contained in this document, all the operating standards and conditions and/or systems which may be posted from time to time on the site by the Company. In order to use the site correctly, please read the information regarding privacy available at [www.eppela.com/privacy](http://www.eppela.com/privacy), and give your consent to the processing of data for the purposes indicated, as requested. All content and/or documents posted on [www.eppela.com](http://www.eppela.com) may be updated, completely or partially revised, changed, reduced and/or integrated.

The Company will notify Users with the means it considers most suitable (e.g. banners, windows, specific emails, flashing claims, etc). Users are responsible for reading the updates given. When a registered user uses the site after the changes have been posted, they have accepted said changes.

If any of the services offered via the Platform are subject to particular terms and/or conditions that are necessary due to the particularity of the services themselves, the User wishing to make use of them must also accept the particular terms and conditions.

## 5. Admitted parties

All those over the age of 18 may use the services. Under-18s may not post on the site, even with the permission and under the supervision of parents/guardians.

Natural persons, legal, public and private persons (partnerships and corporations, associations, foundations, local bodies, other public bodies, etc) may participate. The Company, in any case, reserves the right to deny site access to any natural or legal person where it considers appropriate, at its own discretion, and change the service admission criteria at any time without anyone being able to complain for this reason as regards

losses, requests for reimbursement, compensation, and anything else.

## 6. Website registration procedure

On the website [www.eppela.com](http://www.eppela.com) you may browse content freely, at no extra cost, without registering. If Users wish to make use of the services offered, you must follow the guided registration procedure, choosing a User ID and Password, which will then be used to access the platform. **N.B. After registration, certain services may be payable separately, with the costs and modalities hereinafter described.** On registration, the User must provide their details which must be truthful, complete and up-to-date. The User must also read the privacy information ([www.eppela.com/privacy](http://www.eppela.com/privacy).) and consent to the processing of their data for the indicated purposes. Failure to do so will entail the impossibility to register and use the services.

All data provided at the User's registration will be used by the Company to provide the any services requested by the User. For this reason, the User is responsible for communicating to the Company any changes to their details, by accessing the Platform using their access data and updating their own profile data. Specifically, all correspondence regarding the services offered on the Eppela Platform and all instructions and information necessary for correctly using the platform and its services will be sent to the email address provided during registration. For this reason, the User is responsible for notifying the company in good time of any modifications. Eppela will not be responsible for services and/or correspondence which have not been received as a consequence of User details which have not been updated. The User must access the Platform exclusively using their own access data. As regards the User's User ID choice, words which are offensive, vulgar or are contrary to decency or public order may not be used. The Company reserves the right, in any case, at its own discretion, to deny registration or cancel a User ID and its profile and all related data.

The User is responsible for keeping their access details confidential and is responsible for all activity which occurs through their ID.

## 7. User obligations, prohibitions and responsibilities

The information and materials posted by Users on the Platform are their exclusive responsibility; They thus indemnifies the Company from all responsibilities, towards third parties, for any prejudice which could derive from said information and/or materials.

Users acknowledge that the Platform must be used for personal and not commercial use and is exclusively limited to the uses permitted by the Terms of use.

Without prejudice to the aforesaid, **Users must not use the Platform** to, for example, (I) - upload, download, post, send, distribute inappropriate contents,

which are contrary to public order, the law or decency, which are offensive and/or defamatory towards third parties, fraudulent, tortious of others' privacy etc. or which can encroach on the right of third parties, for example, violation of patents, brands, industrial secrets, copyright; (ii) - transmit advertising which is not required or authorised, send messages and spam; (iii) - upload files which contain viruses or other IT codes, files or programmes designed or meant to destroy, damage, limit or interfere with the correct functioning of any software, hardware or telecommunications equipment, provoke damages or obtain unauthorised access to any system, details, password or other further company or third party information.

Users must not: (i) - interfere or attempt to interfere with the correct functioning of the Platform or Service, for example, modifying and/or limiting access to the Service, or other accounts, computers or networks connected to the Service; (ii) - use mailing lists or any form of auto-responder or "spam" on the Service or use manual or automated software devices, or other processes which could affect the Service's operations. (iii)- decipher, decompile, disassemble, decode or otherwise attempt to derive any secret and/reserved codes, ideas or algorithms of any part of the Service, except to the limited consented extent, modify, translate, or create derivative works of any part of the Service, or copy, rent, lease, distribute, or otherwise transfer any content.

In all the cases described herein, and for any other User behaviour which prejudices the platform and/or third parties, Users will be held responsible. The Company reserves the right to remove and/or prevent posting, remove their account for accessing the Platform and gain compensation from them.

## **8. Supporting projects - Donating - Service Costs – Undelivered refund**

Users may support projects posted on the Platform, by making cash donations, so-called Bids, following the Platform's guide. Donations can be paid in by credit card or, in specific cases listed on the website, by bank transfer.

1. Donations are made through the "Stripe" payment system. The relative documentation may be consulted at the following links:

- [Stripe Terms of Service](#)
- [Stripe Connected Account Agreement](#)

Commissions on donations paid in with credit card using Stripe payment system:

-1.2% + 0,15€ on payments made with Visa or Mastercard issued in Europe;

-2.7% + 0,25€ for each payment made with American Express or any card issued outside the EU area.

Donations made with bank transfer are possible only in specific conditions listed on our website. This donations are managed by Stripe payment gateway as well. You can get further information on the links listed below:

- [Stripe Terms of Service](#)

How to pay with Bank transfer:

In order to make a donation with bank transfer, the Supporter User needs to follow the indications for "Pay with bank transfer" found on the website.

At the final stage of the process, the Supporter User will receive temporary account details with which make the transfer and an email with all these information included; once these are received the Support User will be able to complete the payment and a confirmation for the successful transaction will be sent via email.

Commissions on bank transfer's donations are:

0,90 Euro/cent on SEPA bank transfers – Credit Transfer in Europe Area

In order for Eppela to be able to offer said payment processing services through Stripe, sponsors must provide Stripe with accurate, complete information and authorize the sharing of said information and the transaction details related with the use of the payment processing services provided by Stripe.

**Projects All or Nothing:** The donation made by the Supporter User will be taken from the payment card's balance available or from the balance available on the bank account but will not be credited to the project manager's current account until the campaign's expiry date. Until then the funds are managed by Stripe, regardless of the payment method used. If the campaign is not successful, the amount withdrawn will be credited back to the credit/debit card or on the bank account used by the Supporter User, within 20 (twenty) days from the campaign's closing date.

**Keep it All projects:** The donation made by the Supporter User will be taken from the balance available on the credit/debit card or bank account provided and collected by Stripe when the crowdfunding campaign is over. Once the campaign expires, the amount will be credited back to the project manager's current account regardless of the goal's achievement.

Each Donation will be a minimum of 5.00 euros. It is not possible to make fractional amount donations. Each User can make more donations, in order to support the same project or to support different ones.

In any case, the donation made is not subject to any additional costs charged to the Supporter User, if the bank do not add any additional fees.

When the payment is made by bank transfer, the transaction's cost carried out through Stripe and detailed below will be borne by the Project Manager. The Supporter User will pay additional costs only if the bank has fees on bank transfers.

**If the project posted on the Platform reaches its crowdfunding goal-**

that is, collects the whole sum indicated as goal - the Creator, on sending all the documentation necessary by virtue of European antifraud and anti-laundering standards (*Know Your Customer - KYC rules*), will receive within 30 days from the campaign's closing date, the whole collection amount, minus: (I) Company management costs equal to 5% of the collected sum

(NB: The percentage of the Company's management costs may be subject to variation in the case of specific initiatives governed by special regulations. In this case the variation is communicated to users within the special initiative Regulation on).

(II) the transaction costs of the payment system used as specified hereinafter (1.2 % + 0.15 € for payments made with Visa or Mastercard for European emissions - 2.7 % + 0.25 € for every payment made with American Express and cards emitted outwith the EU area), (III) , VAT and (IV) withholding tax if due. The sum collected will be paid to the creator within 60 days of the campaign's closing. Eppela is not responsible for delays which derive from facts which are not attributable to it. Payment will be made exclusively to the IBAN code communicated at the time of registration providing the current account is held by the creator (refer to art. 9). When the collected sum is accredited, the Company will provide the Creator the list of sponsors that have the right to the "reward", along with all the details necessary for sending the rewards. The Creator is responsible for sending all the rewards at their own expense, within 20 (twenty) days of receiving the funds, unless otherwise indicated in the campaign. Otherwise the Creator must acknowledge and accept that the Company may supply the Sponsors the Creator's details in order to receive the reward.

**If the project posted on the Platform does not reach its crowdfunding goal,**

the sum collected will not be given to the Creator and will be paid back to the Sponsors. Sponsoring users hold the platform completely harmless as regards undelivered refunds of sums which are attributable to the sponsor (current account closure and/or deactivation of the credit card which the payment was made with, or any other cause which is not attributable to the platform). The Creator will not pay any cost to the Company for using the Platform or for bank transaction costs.

Creators acknowledges and accepts that the platform is exclusively a tool for increasing their chances of making their campaign a success, so, the Company cannot guarantee a positive outcome as regards the collection. They thus indemnify the Company of any responsibility for any action or omission regarding their projects, including if the texts and/or materials provided by the creator on registration have undergone aesthetic changes made by the platform (art. 3, point 1)

## **9. Fund collecting – Campaign**

The campaign may be proposed by the creator exclusively on their own behalf (a natural person or legal person represented by their legal representative). On registration, campaigns will not be accepted if promoted on behalf of third parties and/or where an IBAN is held by someone other than the beneficiary.

By signing these Terms and Conditions, Creators accept that: (I) under penalty of the campaign's immediate suspension, as well as any action to compensate damages, the project posted on Eppela, for the whole duration of the campaign, cannot be posted in any other crowdfunding campaign on any platform, including non reward-based crowdfunding models, whether based in Italy or overseas in any foreign country; furthermore, it may not be posted, in the indicated period, on Italian and/or foreign e-commerce platforms; (II) the Project title may not be changed for any reason; (III) bids supporting their project, possibly made by Sponsors and effectively paid only at the time of reaching the "goal", will be collected through the Payment system **Stripe**: on their behalf, both the Creators and the Sponsors accept the conditions and terms of use of the Stripe system; (IV) the platform is exclusively a tool for increasing their chances of making their campaign a success, so, the Company cannot guarantee a positive outcome as regards the collection. They thus indemnify the Company of any responsibility for any action or omission regarding their projects.

## **10. Relations between Creators and Sponsors**

The Company, through the Eppela Platform, consents the collection of funds through "Sponsors" in order to realise "Projects". The amount and the duration of the collection, if the project is considered fundable, are established by the Creator and may not be changed, for any reason and in no case, after the Project has been posted on the Platform. Any exceptional cases will be evaluated by the Company at its own discretion. The collection total is split up into tiers set by the Creator, each of which corresponds to a specific reward, also set by the Creator. The Sponsor has the right to receive a reward only if the campaign is successful and the Project is funded. The Company will not be held

failing to provide a reward, in any case. Similarly, the Creator will be responsible for supplying Sponsors any documents and/or receipts regarding the donation received.

Creators and Sponsors, thus, acknowledge and accept that the Eppela Platform is a mere tool for connecting the bid made by the Sponsor and the project posted by the Creator and that any type of connection may occur between Eppela and the Sponsors as a consequence of the bid or between Eppela and the creators as a consequence of the posting of projects whose contents are the exclusive responsibility of the creators.

When the sum collected during the campaign is accredited to the Creator and the Sponsors' details are handed over, the Company's interventions with the Creator and Sponsors are considered definitively concluded.

## **11. Suspension, interruption, modification and limitations of the Services - Limitations of the Company's responsibility**

The Company reserves the right, where it considers appropriate, at its own discretion, to modify, suspend or interrupt the Service at any time, also without time limits and without warning, notifying Users through a post on the site and/or sending a specific email to the registered Users involved without anyone being able to complain for this reason as regards losses, requests for reimbursement, compensation, and anything else.

The company reserves the right, at its own discretion, to insert the project on the platform's homepage or not; it will, thus, decide on the insertion and duration of the project on the homepage which will occur according to its organisational and productive needs, and it cannot be held responsible, in any way and on any grounds, for the project not being inserted or being inserted in reduced form on the homepage.

The company may not be considered responsible for the malfunctioning of the service offered, provoked by telephone or electricity line faults and/or other online transmission tools, such as faults, overloads, interruptions, speed reductions, or the lack of, delayed or slowed functioning and any cause deriving from unforeseeable events or force majeure, natural catastrophes, social riots and anything else.

The Company, in any case of Service suspension and/or interruption, will be responsible for returning the Service as quickly as possible and reducing any problems to a minimum. Users acknowledge and accept that all links from and to the Platform, with other third-party websites, the Company may not be considered responsible for any damages, of any nature, which may affect the User due to links with said sites and the contents posted there.



## **12. Project posting - Reserved site content and protection of intellectual property**

The service provides users with the ability to upload their content to the site. The Creator declares that the Project and its content are authentic and their own or that they in any case have the right to use them. By presenting material on the website or in another way through the Service, the Creator expressly declares that the Project and its content are authentic and their own and that they in any case have the right to use them. The post comes under the exclusive responsibility of the User/Creator, who is responsible towards the Company and third parties, as regards the content posted, indemnifying the Company of any responsibility, also towards third parties, that may derive due to the post. Creators acknowledge and accept that, by simply *uploading* the Project on the Platform, they authorise the Company to use, reproduce, copy and view all the material produced

including, for example, texts, videos, photographs and anything else regarding the project, brands, slogans, logos or similar Creator ownership rights, for the purpose and limited to the provision of the Service and the posting of the Service, Platform, Campaign and any other initiative directly or indirectly connected to the Campaign or the Platform, also after the conclusion of the campaign. The Company cannot guarantee the authenticity of the details that Users provide.

Users acknowledge and accept that the Service may include materials and information which are protected by copyright, brands, service marks, industrial secrets, or any other ownership rights and laws, and thus, until now, declare to have autonomously provided for the advance protection of intellectual property on materials which they intend to upload, indemnifying the Company from any related responsibility. The user shall respect and keep all copyright information, information and restrictions contained in any Content accessible through the Service. The Company, at its own discretion, may at any time close User accounts which violate intellectual property rights.

## **13. Advance termination**

Users acknowledge that failure to fulfil the obligations indicated at points 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will entail the immediate suspension of the Service provided, without prejudice to the right to seek compensation for any greater damages.

## **14. Court of Jurisdiction**

The Service conditions are governed by this document. As regards that not provided for, Italian state laws apply. As regards the interpretation, execution or application of this document the Court of Lucca has exclusive jurisdiction.

## **15. Specific approval of clauses**

Pursuant to and according to articles 1341 and 1342 of the Italian civil code, the following clauses, whose contents have been carefully examined, are approved:

4- acceptance of conditions; 7- User obligations, prohibitions and responsibilities; 8 - Supporting projects - Donating - Service Costs – Undelivered refund; 10- Relations between the Company, Creators and Sponsors; 11- Suspension, interruption, modification and limitations of the Services - Limitations of the Company's responsibility; 12- Project posting - Reserved site content and protection of intellectual property; 13- Advance termination; 14- Court of Jurisdiction.

## 16. Privacy

Dear User, Anteprima Srl, hereinafter the Company, owns the crowdfunding platform brand Eppela. While managing the Eppela Platform, the company collects, processes and communicates the personal data of its Users to third-parties, hereinafter also the interested parties, who register to the site [www.eppela.com](http://www.eppela.com) for any purpose. The Platform has offices in Italy and is thus subject to Italian state law. The Company acts in full respect of Legislative Decree 196/2003 and, in compliance with that prescribed at article 13 of the said decree, hereby provides all indications on the processing of your personal data and your rights, according to the "Personal Data Protection Code".

The data identifying the Creators will be collected and archived, in order to fulfil any tax obligations and anything else necessary for activation, management and/or maintenance of the services provided on the Platform. The Company will thus record identifying data supplied by the User, access data, email addresses and any other information necessary for the execution of the Service in its archives on electronic and/or paper databases owned by the same at its Lucca offices, Piazza dei Servi 11, in the capacity of data controller of the data processing. Before giving your consent to the processing of data, we invite you to carefully read the information, available on [www.eppela.com/en/privacy](http://www.eppela.com/en/privacy)