



## Terms of Service

### IMPORTANT - READ THIS CAREFULLY BEFORE ACCESSING AND USING THE TIME4MIND SERVICES.

Last Updated: July 26, 2013

#### INTRODUCTION

Welcome to the Time4Mind website (hereinafter the Site) and the Time4Mind application/s - which you can access via the Site - both managed by Intesi Group SpA (hereinafter "Intesi Group", "we", "our"). Please read the following terms and conditions ("Terms") carefully, as they form the legal terms and conditions that govern your use of the Site and the applications available there and that you agree to by accessing the Site and/or using the Site, the Apps and the services provided by Time4Mind through Intesi Group Site.

#### DEFINITIONS

- **Site:** the set of related web pages, or the structure of hypertext documents accessed with a browser via the World Wide Web on the Internet through the address (URL) <http://www.time4mind.com>
- **Service or Services:** set of application functionalities available through the Site.
- **Account:** account name assigned to the user as a result of the registration process, which will allow access to services, and constitute the identity of the user on the platform Time4Mind.
- **Content:** all material/data stored on the service: texts, images, videos, music, etc..
- **User:** means the person who accesses the Site, uses the Services and, if applicable, the person who accepts the terms of Sections B and C when registering for an account. You and the people you authorized to use your account may be referred to in these Terms as "User".

BY ACCESSING OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE BELOW A and C SECTIONS, CONTAINING PROVISIONS APPLICABLE TO ALL USERS OF THE SERVICE, INCLUDING CASUAL VISITORS OF THIS SITE. IF YOU CHOOSE TO REGISTER AND CREATE AN ACCOUNT ON THE SITE YOU SHOULD ALSO READ AND AGREE TO THE TERMS SET FORTH IN SECTION B, IN ADDITION TO THE TERMS OF SECTION C, BY CLICKING ON "CREATE ACCOUNT" BUTTON IN THE REGISTRATION PAGE OF THE SERVICE.

In the event of any inconsistency between these Terms and the information contained in the documentation off-line/paper (eg. promotional materials and brochures), these Terms will prevail.

#### SECTION A. TERMS APPLICABLE TO UNREGISTERED USERS OF THE SITE

**Availability** . Intesi Group will make every reasonable effort to ensure that the service is available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or in case of failure in the connections and telecommunications which are outside the control of Intesi Group . Intesi Group will make every reasonable effort to minimize such disruption . The User acknowledges that Intesi Group will not be liable to you for any modification, suspension or discontinuance of the Service. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND.

**Trademarks** . All brand names, products and services used in the Service identifying Time4Mind are trademarks of Intesi Group . All brand names, products and services used in the Service which identify third parties and their products and services are trademarks of such third parties .

**Copyright** . Unless otherwise stated in these Terms or on the Site, Intesi Group is the owner of all copyrights in the Site and its contents . You may not publish, distribute, extract, reuse or reproduce any of such contents in any other

material form (including photocopying or storing it in any medium by electronic means), except in accordance with these Terms.

**External links** . Occasionally Intesi Group may provide links that direct to the website of a third party. These links are provided as a convenience to. If You decide to access linked web sites you do it under your sole responsibility. Intesi Group does not endorse or assume responsibility for the content of third parties websites or for their availability. Intesi Group is not responsible for any loss or damage which you may suffer by acceding to the websites of third parties.

**Modification of Terms.** Intesi Group reserves the right to modify these Terms accepted by you without any notice. Your continued use of the Site constitutes acceptance of any changes, additions or modifications to these Terms.

**Contacts** . Intesi Group is based in Milan – Italy. Any questions, comments or suggestions, including any report of violation of these Terms must be sent to the Administrator:

E-mail : ask@time4mind.com

By snail mail : Intesi Group S.p.A. - Via Torino, 48-20123 Milan - Italy

## **SECTION B. CONDITIONS APPLICABLE TO REGISTERED USERS OF THE SITE**

**Registration.** In consideration of your use of the Service, you declare and certify that you have the legal age to stipulate a binding contract and are not a person who can NOT access the services in accordance with Italian laws or other applicable jurisdiction. The User also agrees to: (a) provide true, accurate, current and complete information about him/her as prompted by the Service's registration form (such information being really the "Customer Data") and (b) maintain and update promptly "customer data " to keep them consistent with the true, accurate, current and complete. If you provide false, inaccurate, not current or incomplete, or if Intesi Group has reasonable reasons to suspect that such information is untrue, inaccurate, not current or incomplete, Intesi Group has the right to suspend or terminate your account and deny the present or future use of the Service (or any portion thereof). To register as a User of the Service you must be 18 years or older. Persons under the age of 18 who want to access the Service must obtain permission from a parent/tutor who must then agree to these Terms. Please remember that the Service is designed to address to a broad audience, so the minor's legal tutor has the responsibility to determine if the Service and/or the Content (as defined in Section 5 below) are appropriate or not for the protected minor.

**Modification of Terms.** You agree that Intesi Group reserves the right to change these terms and those of the Site, including the provision of services and their prices at any time, for any reason, and without notice. You agree to check the publication of these Conditions in this section to be aware of these changes. Your continued use of the site constitutes acceptance of any modifications, additions or modifications to these Terms. You will be bound by all these changes, even if Intesi Group do not provide a notification service. If you have created an account, Intesi Group will notify only the changes in its judgment considered relevant to these Terms by email sent to the address provided by you during registration. If the user continues to use the service once changes to these Terms have been notified, this will be considered acceptance of those changes.

**Access and Use Rights.** Intesi Group grants you the right to access the Site and the Services in a personal way, limited, revocable, non-exclusive and non-transferable . These rights are exclusive to the user that can not grant a license to use the Site or the Services. Intesi Group reserves all intellectual property rights of the Service and Applications (and any other software) and the Site, including, without limitation but not limited to, all current and future patents, copyrights, trademarks, know- how and other proprietary rights related to the Site. You may not modify the Site, nor the app, you can not create derivative works of the Site or the App, or perform work of, reverse engineering, decompile, disassemble, or do any other operation with the site or the app revealing the source code, know-how or other proprietary information. These rights can not be interpreted as granted use, reproduction, modification, distribution, display, possession or control of the source code or any other aspect of the Site or App may not remove or modify any notice of confidentiality, patent , trademark or copyright encoded or embedded in the site or displayed by you on the site. The use of the Site and the Services is permitted only as long as these terms remain in force. In no case you have no rights of any kind with the Site or the App after the termination or expiration of the subscription of these Terms by you.

**Password.** The User will be prompted to create a password and an account following the completion of the registration process for the service. The User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under such password and/or account. The User accepts responsibility to (a) immediately notify Intesi Group of any unauthorized use of his/her password or account or any

other breach of security, and (b) make a proper log-out from his/her account at the end of each session. Intesi Group can not and will not be liable for any loss or damage arising from failure to follow the rules provided in this Section.

**Data responsibility and backup responsibility of the User.** The User acknowledges the possibility that the data of any kind whatsoever, stored or used on the website may be lost, be corrupted or become inaccessible due to unavailability, suspension or termination of the Site or the Service or your account or part of it. The User is solely responsible for a periodic back-up of his/her data and the protection of the same, giving up now the right for any questions or action against Intesi Group in relation to the loss, corruption or inaccessibility of data.

**Intellectual Property of the Content.** Intesi Group is not responsible for all information, data, text, software, music, sound, photos, graphics, videos, messages or other material or content that is stored or used through the Site or the Service or in connection with your Account. You remain the owner and responsible for all content that is stored on the Service and as a condition of your use of the Site and the Service, you represent and warrant to Intesi Group to be the owner of the intellectual property rights or usage of Content. You agree to indemnify and hold harmless Intesi Group for any violation of this provision.

**Sending material.** You can place content on the Site only in accordance with the following limitations. You may NOT store any of the following materials on the Site or obtain such material using the Site:

- Any threatening, obscene, pornographic or libelous material or any other material that could rise to civil or criminal liability under applicable law;
- Any material that can violate the privacy or copyrights of third parties without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) whose features are displayed in the material, or any material sent from an anonymous or false address.

While Intesi Group does not and can not review all material on the Site, and is not responsible for its content, Intesi Group reserves the right to remove, delete, move or edit content that in its sole discretion, deems abusive, defamatory, obscene, illegal, including but not limited to copyright or trademark law, or otherwise unacceptable. Intesi Group will therefore not be liable for any content stored. You agree to indemnify and hold harmless Intesi Group for any violation of this provision.

**Third-parties software and links.** Although the software is made available by Intesi Group, hyperlinks, and other third-parties products are all subject to the respective terms and conditions imposed by the third-party that owns them. Intesi Group makes no warranty with respect to the products or website of any other entity. Intesi Group has no control over the content or availability of third-parties software. In particular, (a) Intesi Group does not provide any guarantee of the third-parties software downloaded or on websites you visit, and is in no way responsible for any cyber attack or destructive code, such as viruses, worms or Trojan horses and (b) Intesi Group indicates that it is your responsibility to inform on the privacy policy of each website as other policies and terms of service, as well as any contact with the webmaster of those sites.

**Monitoring of contents.** You acknowledge, consent and agree that Intesi Group may access, preserve, and disclose your Account information, if requested by the Authority in the event that it is necessary to: (a) comply with legal processes, (b) implement this Terms, (c) respond to claims if Contents violate the rights of third parties, (d) respond to User requests as a customer, or (e) protect the rights, property or personal safety of Intesi Group, of its users and of the public in general.

**Suspension and termination of access.** Intesi Group reserves the right to suspend or terminate your account and the use of the Website, of the Service or any part of it, at any time and in its sole discretion, without notice, for any reason. In particular, by way of example and without limitation, Intesi Group will immediately suspend the account and the use of the Site in the event of:

- breach of these Terms and Conditions, including the Company's policies or guidelines from Intesi Group;

- a behavior that Intesi Group believes harmful to other users of the service or for Intesi Group's activities or other information providers (including slowing down servers or other users functionalities or consuming network bandwidth in an excessive way respect to the parameters of Intesi Group).

The User acknowledges that power to Intesi Group and of the consequences that may ensue, raising Intesi Group from any liability arising therefrom.

**Privacy Policy:** Registration data and other information about you are subject to our Privacy Policy that you can read here: [https://www.time4mind.com/terms\\_EN.pdf](https://www.time4mind.com/terms_EN.pdf)

**Declarations and warranties provided by the user.** You understand and acknowledge that all rights of use and access to third party services, sites, materials and data derived from third-party services are regulated by agreements between you and such third parties. Accordingly, you declare and warrant that: (a) comply with and not violate the contracts with third parties, and (b) will not violate any law or regulation relating to third parties, in compliance with its obligations and for the use of services. In case of violation of any of the foregoing warranties Intesi Group shall have the right to immediately suspend any Service, in order to avoid damage to Intesi Group itself or its assets and to limit any potential liability. You agree to indemnify, and hold any responsibility to Intesi Group in relation to breach of the foregoing warranties.

**Disclaimer of Warranty.** SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, AND NON –INFRINGEMENT OF PEOPLE RIGHTS. IN PARTICULAR INTESI GROUP DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL BE CONTINUOUS, TIMELY, SECURE OR ERROR-FREE, THAT THE SITE OR THE SERVERS OF INTESI GROUP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE, INCLUDING THE SERVICE WILL BE AVAILABLE, OR THAT THE DATA IS SAFE FROM UNAUTHORIZED ACCESS. INTESI GROUP MAKES NO WARRANTIES REGARDING SOFTWARE, PRODUCTS, SERVICES, PROMOTIONS OR THE RESULT OF ANY PRODUCTS OR SERVICES PURCHASED OR RECEIVED THROUGH THE SITE OR ADVERTISED THROUGH THE SITE. ADVICES AND INFORMATION GIVEN BY INTESI GROUP, ITS EMPLOYEES OR AFFILIATES ARE NOT TO BE CONSIDERED AS A WARRANTY. INTESI GROUP DOES NOT DECLARE OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS OF USERS.

## **SECTION C. TERMS APPLICABLE TO USERS registered and unregistered OF THIS SITE**

### **Rules of Conduct**

The following rules of conduct apply to the Site. Using any part of the Site, the User agrees not to distribute any Content that:

- is defamatory, abusive, harassing, threatening, or impairing the right of privacy of another person, racist or otherwise offensive, violent, vulgar, obscene, pornographic or otherwise sexually explicit, or otherwise harms or can reasonably be expected that damage any other person or entity;
- is illegal or encourages or advocates an illegal activity or the discussion of illegal activities with the intent to engage in: child pornography, stalking, sexual assault, fraud, trafficking, trafficking in drugs and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any rights of third parties, including: (i) copyrights, patents, trademarks, industrial/commercial secrets or other intellectual property rights, (ii) the right to privacy (in particular, is not allowed to spread the personal information of another User without his/her express permission) or (iii) any confidentiality obligation;

- is commercial, advertising or related to the sale of products, services or other (with or without profit), or invites to make contributions or donations;
- contains viruses or other malicious software or otherwise tampers with, alters or causes damage to the Site or any connected network, or otherwise interferes with any person or entity who has use of or access to the Site;
- violates any specific restrictions applicable to a public forum;
- is antisocial, acting spamming, trolling, and griefing as those terms are commonly understood and used on the Internet.

You agree to be solely responsible for any and all acts and omissions that occur in relation to your account and/or password, and agree never to use the Service to:

- register to the site and the service unless you have read and agree to the Terms of Use and to comply with these Terms and the Privacy Policy;
- interfere with, interrupt or grope to gain unauthorized access to other accounts on the site or any other computer network;
- use the Site or the Service in connection with any commercial purposes;
- Enter your personal details, such as instant messaging addresses, URLs, personal, physical addresses and phone numbers in any publicly viewable area of the Site;
- send or give any financial information or transmit electronically or physically money to other users;
- create user accounts by automated means or under false or fraudulent credentials;
- creating or transmitting unwanted email messages as spam for users or promote products or services;
- send or upload any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, abusive, obscene, vulgar, lewd, or otherwise and in any case at the discretion of Intesi Group ;
- send or upload any content that does not possess all the rights, or violates the rights of third parties;
- submit or upload any content that is likely to cause physical or mental harm to users or visitors to the site;
- harass, threaten or intentionally embarrass or cause harm or discomfort to another person or group;
- collect and publish information about any of our users;
- adapt, modify, or reverse engineer any portion of the Service or the Site;
- use spiders, robots, applications of any kind, or any other device to retrieve any part of the Site;
- reformat any of the pages that are part of the Site;
- disseminate, store or transmit viruses, worms, "Trojan horses" or other malicious code;
- encouraging conduct that would constitute a criminal offense or civil liability;
- violate any national, local or international law;
- exploit people under 18 years of age;

- violate the privacy of a person, including but not limited to the presentation of personal identification or otherwise private information about a person without his consent (or the consent of the parents, in the case of a child under 13 years of age);
- solicit personal information to a person under 13 years of age;
- providing false or misleading information to Intesi Group, to the Site or to other users , or
- engage in any other activity deemed by Intesi Group to be in conflict with the spirit of these Terms and the Privacy Policy .

**Copyright , Privacy and Intellectual Property for the contents of other users on the site** . Intesi Group informs that all of the information, contents, image files, software and materials on the Site may be protected by copyright as provided by Italian law, International and other intellectual property laws, including laws on Privacy Policy. The User is aware that Intesi Group can not provide permission to copy or distribute any material for which you do not own the copyrights or other intellectual property rights. You may not copy or distribute any material without the written permission of the owner, and agrees to be solely responsible for any copyright infringement or other violations of intellectual property rights which may occur as a result of your activities on the Site. Intesi Group has the right to terminate your account or exclude you from any site if you use the Service to violate the intellectual property rights or other rights of third parties. You agree to indemnify and hold harmless Intesi Group for any violation of this provision.

**Limitation of Liability** . YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE OR OF THE SERVICE IS AT YOUR OWN RISK, THAT YOU ASSUME FULL RESPONSIBILITY AND ALL COSTS ASSOCIATED WITH THE USE OF THE SITE OR THE SERVICE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT INTESI GROUP WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA USAGE OR IMAGE EVEN IF INTESI GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM INABILITY TO USE THE SITE OR THE SERVICE, FROM UNAUTHORIZED MODIFICATIONS TO THE WEBSITE OR THE SERVICE OR ANY UNAUTHORIZED ACCESS. YOU ACKNOWLEDGE THAT THE DOWNTIME AND COMPUTER VIRUSES ARE RISKS ASSOCIATED WITH THE USE OF INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME THE RESPONSIBILITY FOR ANY DAMAGE OR PROBLEMS OF ANY KIND ARISING FROM THIS. YOU EXPRESSLY DECLARE THAT YOU MAY TRANSMIT SENSITIVE DATA PRIVATE AND CONFIDENTIAL INFORMATION DURING YOUR USE OF THE SITE AND THE SERVICE AND YOU AGREE TO ASSUME THE RESPONSIBILITY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE RELEASE OF SUCH CONTENT.

IF YOU ARE NOT SATISFIED WITH THE SITE OR THE SERVICE OR WITH ANY OF THESE TERMS, OR IF YOU BELIEVE THAT INTESI GROUP HAS VIOLATED THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICE. INTESI GROUP RESPONSIBILITY RELATED TO MONEY FOR ANY DAMAGES FOR BREACH OF THESE TERMS OR USE OF THE SITE OR THE SERVICE WILL NOT EXCEED THE AMOUNT PAID FOR THE SERVICE ITSELF, IF REQUIRED.

## GENERAL

**Jurisdiction.** Any dispute concerning this Agreement, the Parties shall elect as exclusive jurisdiction Milan - Italy , with express waiver of any other court provided for by law, subject to any applicable mandatory provisions to protect consumers .

**No Resale of services.** You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service .

**Independent Contractors.** There is no joint venture, partnership, relationship, or agency relationship between the User and Intesi Group as a result of these Terms of use of the Site or the Service.

**Waiver.** The inability to Intesi Group in enforcing any right or provision of these Terms shall not constitute a waiver of such right or provision unless Intesi Group recognizes and subscribes explicitly.

**Full Agreement.** These Terms constitute the entire agreement between the User and Intesi Group and govern your use of the Site and the Service, and supersede any prior agreement between the User and Intesi Group. Failure to comply with any right or provision of these Terms does not constitute a waiver of such right or provision by Intesi Group . If any provision of these Terms is held invalid by a court of competent jurisdiction. the User and Intesi Group nevertheless agree that the court should groped to give effect to the parties inherent in the provision, and the other provisions of this Agreement.

**BY CLICKING ON THE "CREATE ACCOUNT" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO AND BE BOUND BY THESE TERMS.**

**INTESI GROUP IS WILLING TO PROVIDE ITS SERVICES SOLELY TO USERS WHO HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS.**