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TERMS AND CONDITION APP

GENERAL TERMS AND CONDITION OF PURCHASE ON BAZR

Foreword

The website “bazrlive.com” (hereinafter, “Website”) and the application “BAZR” (hereinafter, “App”) run a technological platform (hereinafter, the “Platform”) managed by BAZR S.p.A. with registered office in Italy, Rome, Viale Bruno Buozzi no. 69, Vat number 1712741006 (hereinafter, “BAZR”) that allows to connect sellers and buyers, for the purpose of online buying and selling of goods and/or services (hereinafter, “Marketplace”).

BAZR only acts as the operator of the Platform and therefore, is and remains extraneous to the present purchase contract concluded on the Platform between the seller (hereinafter, “Seller”), whose details are indicated in the Seller Sheet, who professionally carries out the activity of retailing goods and/or services and the buyer.

The goods and/or services will be presented and offered for sale by means of live video events (live streaming) on the Marketplace and/or video or audiovisual material accessible in the Marketplace on demand. Delivery of the products will take place within (and no later than) the Territorial Scope. The general terms and conditions of sale applied by the Seller to Users in relation to the sale of products on the Marketplace are set out below.

Definitions

In these general terms and conditions, terms and expressions indicated with capitals and in bold type have the meaning defined for each of them; where the context so requires, singular terms shall include plurals and vice versa, masculine terms shall refer to feminine terms and vice versa.

In addition to terms defined with capital letters and in bold type in other provisions of these general terms and conditions, the following definitions shall have the meanings respectively assigned to each of them:

“Territorial Scope” means the Member States of the European Union within which the Seller is authorized to sell and ship Products.



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“Buyer” means the natural person who has his/her own active “user account” and who acts on the Marketplace for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out, in order to purchase Products sold on the Marketplace.

“Purchase” indicates the purchase of a Product through the Marketplace.

“Customer Support” means the support service that the Seller makes available to Users in order to allow the Buyer to request information and/or submit complaints in relation to the Purchase of a Product.

“Catalogue of the Product”, means the list of Products offered for sale by the Seller through the Marketplace, updated from time to time by the Seller.

“Consumer Code” means Italian Legislative Decree No. 206 of 6 September 2005, as amended and supplemented.

“General Terms and Conditions of Sale” o **“GTC”** means these general conditions of sale governing the Contract of Purchase with the Seller.

“Purchase Agreement” means the present Purchase Agreement, subject to Italian law, which is entered into between the Seller and the Purchaser through the Marketplace and which is finalized after the submission of the Purchase Order through the “Buy and Pay” button, upon receipt by the User of the Purchase Order Confirmation.

“GDPR” o **“General Data Protection Regulation”** means Regulation (EU) No. 2016/679, together with applicable legislation supplementing it, Italian Legislative Decree No. 196/2003 and other rules on the processing of personal data, including *inter alia* the guidelines and codes of conduct issued in accordance with the said Regulation and applicable legislation.

“Total Amount Due” means the total purchase price of the Product, including Delivery Charges and any additional charges under the Purchase Agreement.

“Commercial Advertisement” means Live Shopping and Showcase Shopping taken together or separately.

“Law” means - *pro tempore* - any law, ordinance, rule, regulation, order, license, permit, judgment, decision or other requirement, whether now or hereafter in force, any order of a public authority or any other law applicable to the Party, including the Data Protection Act and the Consumer Code.

“Live Shopping” means the promotion for Sale of Catalogue Products by Seller by means of live video events (live streaming) on the Marketplace.



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“Marketplace” means the virtual space created and managed by BAZR, available on the Site or on the App that allows Sellers and Buyers to get in touch for the purpose of buying and selling goods and/or services online.

“Party” and/or **“Parties”** means the Seller and the Buyer severally or jointly considered.

“Product” means the good and/or service that the Seller offers for sale through the Marketplace, whether factory, “pre-owned” or reconditioned.

“PSP” (payment service provider) means, the provider of payment services for the Purchase of Products through the Marketplace.

“Products Sheet” means the page of the Site or App containing the description of the Product offered for Sale.

“Seller Profile” means the page of the Site or App containing the Seller’s identification details and other specific information about the Seller which can be found in the Catalogue of the Product and at each stage of the Purchase process.

“Showcase Shopping” means any video or audiovisual material accessible in the Marketplace at the request of the User (on demand) which may consist of demo videos, Product reviews, customer testimonials, advertisements and other forms of visual and audio communication, which are intended to stimulate interest in purchasing Products.

“Fulfillment Specifications” means all information regarding the manner in which Purchase Orders are fulfilled, including the timing of Product Shipment, provided by Seller through the Marketplace.

“Shipment” means the time of delivery of the Product to the courier selected by the Seller for delivery to the Buyer.

“User” means the natural person who has previously accepted the General Conditions for access to BAZR and use of the services and all the policies (published on the Site and accessible through the App), as well as having read the “Information on the processing of personal data” and has therefore obtained from BAZR its own “user account”, having access to the Marketplace.

“Sale” means the sale of Products to Buyers by the Seller through the Marketplace.

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SCOPE AND CONCLUSION OF THE AGREEMENT

1. These General Terms and Conditions of Sale govern the offer and Sale through the Site or App by Seller of the Products specifically indicated on the Site or App as “sold and shipped by Seller”.
2. The offer and Sale on the Site or App of the Products constitute a distance contract governed by Chapter I, Title III (articles 45 et seq.) of the Consumer Code and by Italian Legislative Decree no. 70/2003 and subsequent amendments and additions, containing the rules on e-commerce.
3. These General Terms and Conditions of Sale apply to all Sales of Products made by the Seller through the Site or the App. They are made available to the Buyer on the page of the Site (and accessible through the App) which contains the Seller’s identification details and other specific information on the same, and which is accessible by clicking on the Seller’s name in the Catalogue of the Product and at each stage of the Purchase process in the Seller’s Profile section. These General Terms and Conditions of Sale may be amended at any time. Any changes will be in force from the moment they are published in the Seller’s Profile. Users are therefore invited to regularly access the Website or the App and to consult, before making any Purchase, the most updated version of these GTC, consulting the dedicated pages.
4. The applicable GTC shall be those in force on the date of transmission of the Purchase Order for a Product.
5. Before proceeding to the Purchase of Products through the Site or the App, the Buyer must carefully read these General Terms and Conditions of Sale made available to him on the Product Sheet and which he is allowed to store and reproduce, as well as all other information that the Seller provides to him on the Site (and accessible through the App), both before and during the Purchase procedure.

PURCHASE ON THE SITE OR APP

1. Products can only be purchased on the Site or through the App if the User, after having obtained a “user account” from BAZR, has: (i) previously accepted the General Terms and Conditions for access to BAZR and use of services and all policies (published on the Site and accessible through the App), (ii) read the “Information on personal data processing”. Purchase of the Products is permitted only to Users who are consumers and who are 18 years of age or older.
2. Pursuant to Section 3, subsection I, letter (a) of the Consumer Code, it is recalled that a consumer is a natural person who is acting for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out.
3. In the event of orders, from whoever they come from, that are anomalous in relation to the quantity of Products purchased or the frequency of Purchases made and/or returns, the Seller - through the collaboration of BAZR - reserves the right to take all necessary actions to put an end to the irregularities, including the suspension of the user account, the cancellation of the user



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account or the non-acceptance or cancellation of irregular orders. The Seller may monitor the Purchase processes and, in particular, the hypotheses of returns sent by the Purchaser for the sole and exclusive purpose of verifying whether the Purchase of Products is pursued for purposes referable to commercial, entrepreneurial or professional activity, and/or is in any case linked to fraudulent intent. The initiation of such checks, in order to contrast and prevent possible forms of abuse of the right of return, may be ordered in consideration of a series of elements, among which the overall expenditure of the Purchaser on the Marketplace in a given period of time, compared to the rate of returns occurring in the same period of time (given that an excessively high rate of returns in a given period of time is a potential indicator of non-genuine conduct) and/or the existence and recurrence, over time, of previous episodes of fraudulent returns (e.g. the return of a product different from the one in question) and/or the existence and recurrence, over time, of fraudulent returns (e.g. the return of a product different from the one in question). The Purchaser concerned shall be promptly informed of the initiation of the aforementioned checks. With the same communication, the Purchaser shall be offered the opportunity to formulate observations. If, as a result of the verifications carried out by the Seller and the information provided by the Purchaser, elements suitable to confirm, with the highest rate of probability, the existence of an abuse of the right of return and/or a hypothesis of fraud should emerge, the Seller shall have the right to inhibit the Purchaser from forwarding new Purchase orders, giving the Purchaser timely notice thereof.

4. Finally, the Seller reserves the right to refuse or cancel orders that come from (i) a Buyer with whom it has an ongoing legal dispute; (ii) a Buyer who has previously breached these GTC and/or the conditions and/or terms of a Purchase Agreement with the Seller; (iii) a Buyer who has been involved in fraud of any kind and, in particular, in fraud relating to credit card payments; (iv) Users who have provided false, incomplete or outdated identification data.



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REGISTRATION ON THE SITE OR APP

1. The registration to the Marketplace through the Website or App is free of charge and implies the acknowledgement and full acceptance of the General Terms and Conditions of access to Bazr and use of its services, of all the policies (published on the Website and accessible via the App), as well as of the “Information on the processing of personal data”.
2. In order to register on the Website or App the User must fill in the appropriate form, entering all the required information. Each User can use only one registration to the Website or App. The registration service is provided by BAZR.
3. Site or App registration allows Users to create a personal account through which they can perform, among others, the following activities:
 - track the shipment and order status;
 - consult your order history;
 - access Customer Services;
 - manage your personal data and change them at any time;
 - add or change your saved credit card(s) or cancel your credit card(s);
 - use the dedicated services that may be activated from time to time by BAZR.
4. The registration credentials (e-mail address and password) enable the User to make Purchases on the Site or App and in case the User has chosen to save credit cards, to pay for the Purchases made on the Site or App directly, i.e., without entering credit card details at each subsequent Purchase.
5. User warrants that the personal information provided during the procedure of registration to the Site or App is complete and true and agrees to hold BAZR and Seller harmless and indemnified from any damage, compensation obligation and/or penalty arising from and/or in any way connected with User's violation of the rules on registration to the Site or App or regarding the storage of registration credentials.



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INFORMATION DIRECTED TO THE CONCLUSION OF THE PURCHASE CONTRACT

1. In accordance with the Law (and, in particular, with Italian Legislative Decree no. 70/2003 and subsequent amendments and additions, containing provisions on electronic commerce), the Seller informs the Purchaser that:
 - In order to conclude the Purchase Agreement for one or more Products on the Site or on the App, the Buyer will have to fill in a Purchase Order in electronic format and send it to the Seller through the Platform, following the instructions that will appear from time to time on the Site or on the App;
 - Before submitting the Purchase Order, the Seller will make available to the Buyer - by means of publication on the Site or the App - a pre-contractual information notice containing the information referred to in Article 49, paragraph 1, of the Consumer Code and Legislative Decree no. 70 of 2003. The information referred to in Article 49, paragraph 1, of the Consumer Code forms an integral part of the Purchase Agreement. Therefore, before the Purchaser is bound to his Purchase Order, the same Purchaser is required to read this pre-contractual information;
 - Before proceeding with the transmission of the Purchase request, the Buyer may identify and correct any errors in data entry by following the instructions on the Site or App at the different stages of the Purchase;
 - After submitting the Purchase Order, the Purchaser will receive an e-mail confirming receipt of the order, which will indicate the order identification number and the details of the Product ordered (hereinafter, the "Order Summary"). The Order Summary will also contain the General Terms and Conditions of Sale and any other special terms and conditions of Sale that may be applicable to the Purchase Order, information on the essential characteristics of the Products purchased, details of the Total Amount Due, means of payment, cancellation, shipping costs and any applicable taxes or duties. The Order Summary represents the confirmation of the Purchase Order, following the submission of the Purchase Order via the "Buy and Pay" button and the payment of the Total Amount Due;
 - Following the conclusion of the Purchase Agreement, in the event that the delivery is to be made by courier, a shipping registration number will be communicated to the Buyer.
2. The language available to Users for the conclusion of the Purchase Agreement is English. The Customer Service is able to communicate with the Users in the same language.



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AVAILABILITY AND PRODUCT INFORMATION

1. The Products offered on the Site or on the App by the Seller are specifically indicated as “sold and shipped by the Seller” and are illustrated in the Catalogue of the Product, which contains the Product Sheets, including the main characteristics of each Product and the Delivery Specifications. The Buyer acknowledges that the images and colours of the Products presented on the Site or in the App may not correspond to the real ones due to the effect of the Internet browser and/or monitor.
2. Each Product is made available to the Buyer by means of one or more Commercial Insertions, as well as prior to the submission of the Purchase Order, through access to the relevant Product Sheet.
3. The Seller specifies in the Catalogue of the Product, as well as prior to the forwarding of the Purchase order, the Shipping options offered, in respect of the Territorial Scope, indicating the Shipping costs for each Product separately from the Purchase price. The identity of the Seller, the Delivery Specifications and the Shipping options, are also published in the Product Sheets present on the Marketplace and made accessible to the Buyer in the context of the Seller’s Commercial Advertisements.

PRICES OF PRODUCTS - PLACING OF PURCHASE ORDERS

1. All prices of the Products published on the Site or in the App are in Euros and are inclusive of VAT. Shipping costs - which may change, *inter alia*, in relation to the chosen shipping method - will be specifically indicated (in Euros and inclusive of VAT) in the Catalogue of the Product, as well as before the submission of the Purchase Order.
2. The prices of the Products are displayed in accordance with the regulations on announcements of price reductions contained in Legislative Decree no. 26/2023 implementing EU Directive 2019/2161. Therefore, each price reduction announcement shall indicate the lowest price applied by the Seller in the fourteen (14) days prior to the application of such reduction, within the limits and pursuant to the provisions of the aforementioned regulations.
3. The Seller reserves the right to change the price of the Products at any time and also, if necessary, several times during the same day. It is understood that the price of the Product to be charged to the Purchaser shall be the price indicated in the Order Summary, displayed by the Purchaser prior to the execution of the Purchase Order itself. Any variations (upwards or downwards) following the transmission of the Purchase Order by the Buyer shall therefore not be taken into account.
4. The transmission of the Purchase Order to the Seller constitutes a binding proposal for the Buyer. Before transmitting the Purchase Order, the Purchaser shall therefore be obliged to carefully read the GTC and the notice on the right of withdrawal, and to print a copy of it using



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the print command or to store a computer copy of it. In accordance with Article 51 of the Consumer Code, before transmitting the Purchase Order, the Seller will also provide with the Order Summary the main commercial and contractual conditions that will apply to the Purchase of the Products and information on the essential characteristics of each Product covered by the Purchase Order with its price (including all applicable taxes or duties), an indication of the means of payment that may be used, the method of delivery of the Products and the costs of Delivery. The references, geographical address and contact details of the Seller will also be provided, as well as the date by which the Seller, once the Purchase Order confirmation has been sent, undertakes to ship the Products. The Seller shall also provide, with the Order Summary, the conditions and procedures for exercising the right of withdrawal. Unless otherwise notified by the Seller, the Purchaser will also be informed that, in the event of withdrawal, he will have to bear the cost of returning the Products. The Purchaser will, in any case, be reminded of the existence of the Product's legal warranty of conformity and will be provided with the contact details of the Customer Service and will finally be reminded of the possibility of using the platform for out-of-court alternative dispute resolution, accessible at <http://ec.europa.eu/odr>, made available by the European Commission.

COMPLETION OF THE PURCHASE CONTRACT - TRANSFER OF OWNERSHIP

1. Completion of the Purchase Agreement is subject to payment of the Total Amount Due, as well as receipt of the Order Summary. In the event that such payment is not made and/or fails, the Purchase Order shall be deemed cancelled. The Buyer shall be promptly notified by the Seller of the consequent cancellation of the Purchase Order. Without prejudice to the foregoing, the Seller reserves the right, in any event, not to accept and/or to partially accept the Purchase orders received. In particular, the Seller shall have - *inter alia* - the right to reject a Purchase order: (i) when the Product is no longer available; (ii) when the Buyer is not a consumer; (iii) when at the time of Purchase a Product price is indicated that is clearly incorrect and recognizable as such (prices too high or too low compared to the market average and without the indication of promotional claims). In such a case, that is to say, in the event that there is a recognizable error in the indication - by the Seller - of the price of a Product or in the calculation of the amount requested in payment, the Seller shall contact the Buyer in order to offer the opportunity to transmit the purchase order for the Product(s) at the correct price; (iv) if there is a report or suspicion of fraudulent or illegal activity. In the cases referred to in this Article, the Seller shall notify the Buyer of the non-acceptance of the Purchase Order.
2. Title to the Goods shall pass to the Purchaser upon delivery, which shall be deemed to be the time when the Purchaser, or a third party nominated by the Purchaser, takes possession of the Goods. The risk of loss of or damage to the Products shall therefore pass to the Purchaser when the Purchaser, or a third party designated by the Purchaser, takes possession of the Products. Notwithstanding the foregoing, it is the Buyer's responsibility to verify the condition of the



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Product delivered to him. The Purchaser is advised to check the number of Products received and that the packaging is intact, undamaged, not wet or in any case altered, including the sealing materials (adhesive tape or metal strapping) and the Purchaser is invited, in his own interest, to indicate on the carrier's transport document, any anomalies, accepting the package with reserve. Receipt of the Products without reservation does not permit legal action against the carrier in the event of damage to the Products, except for partial loss or damage not recognizable at the time of delivery. In the event that the package shows evident signs of tampering or alteration, the Purchaser shall promptly notify the Seller through the Customer Support. This is without prejudice, in any case, to the application of the rules on the right of withdrawal and the legal guarantee of conformity.

3. For Purchase orders concerning digital Products to be sent by telematic means, ownership shall be transferred to the Buyer at the time when the Buyer has been enabled to access and/or learn, by telematic means, the digital Product that is the object of the Sale. Notwithstanding the foregoing, in the event that access to the digital Product is simultaneous with the Purchase, the Buyer shall be informed during the Purchase process that it is necessary, prior to placing the Purchase order, that consent be given to the commencement of the performance of the Purchase Agreement (i.e. to the use of the digital Product) before the expiry of the withdrawal period, and therefore expressly accepts that, in such a case (i.e. by commencing the use of the digital Product before the expiry of the withdrawal period), the Buyer will lose the right of withdrawal. In the event that access to the digital Product is subsequent to the Purchase, the Purchaser will be informed, prior to placing the Purchase order, of the procedures for using and accessing the digital Product and that, in all such cases, he/she may exercise the right of withdrawal during the withdrawal period from the date of sending the Purchase order or as the case may be from the receipt of the e-mail containing the activation code of the digital Product (if any), but that, if he uses or accesses the digital Product before the expiry of the withdrawal period, he will be asked in advance to expressly consent to the commencement of the execution of the Purchase Agreement before the expiry of the withdrawal period and to the consequent loss of the right of withdrawal.
4. If, after receipt of the purchase order confirmation, the Products are no longer available or no longer on sale, the Seller shall promptly notify the Purchaser of this circumstance and in any event within fifteen (15) days from the day after receipt of the purchase order confirmation. In this case, the Seller shall refund to the Purchaser the Total Amount Due, without undue delay, and the Purchase Agreement shall be deemed terminated.
5. Pursuant to Article 12 of Legislative Decree No. 70/2003, the Seller will store the Purchase Agreement in digital format in the Marketplace. The Buyer will be able to access it through the section dedicated to Purchase Orders in his personal account.
6. The Seller will proceed to issue the accounting document in accordance with the Law for all Purchases made on the Marketplace.



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1. Payment to the Seller for Products purchased via the Site or App can be made in the manner described in the following paragraphs.
2. Payment is made by credit card directly through the Site or App. VISA, Mastercard, American Express, Maestro credit cards are accepted. The credit cards accepted are, in any case, indicated in the footer of the Site or App. The debiting of the Total Amount Due, by the Purchaser to the Seller, for the Purchase of the Products is made at a time after the transmission of the Purchase order and before the Shipment, and with regard to the digital Products before the Purchaser is able to access and/or learn, by telematic means, the digital Product object of the Sale. The Seller uses the payment service provided by the PSP and made available on the Marketplace, which provides for the use of the SSL security protocol. The credit card data (card number, holder, expiry date, security code) are encrypted and thus transmitted to the payment provider.
3. Other payment types may be indicated directly on the Site or in the App.

MODALITIES, COSTS AND TERMS OF DELIVERY

1. Shipment of the Products is made within the Territory in accordance with the Delivery Specifications indicated by the Seller.
2. At the time of Shipment, a Shipment tracking number shall be communicated to the Buyer by means of an e-mail message indicating the courier company, the number of the Shipment and a link to track the Shipment. Information on the tracking of the Shipment, provided directly by the courier company and/or the Seller, will also be available via the App and the Site.
3. Shipment is chargeable and unless otherwise indicated by the Seller through the Commercial Advertisements, the Shipment costs shall be borne by the Buyer. The amount of the Shipping costs due by the Purchaser in relation to a specific Purchase Order is expressly and separately indicated (in Euros and inclusive of VAT) in the Order Summary and, in any case, before the Purchaser proceeds to transmit the Purchase Order.
4. In the Order Summary and therefore, before the Purchaser proceeds to transmit the Purchase Order, the Total Amount Due of the Purchase Order shall be indicated, with a separate indication of the shipping costs and any other additional costs.
5. The specific methods of shipment of the Products are indicated within each Product Sheet and/or in the Delivery Specifications. The indications contained therein form an integral and substantial part of these General Conditions of Sale and are therefore deemed to be fully known and accepted by the Purchaser at the time of transmission of the Purchase Order.



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RIGHT OF WITHDRAWAL

1. Information concerning the exercise of the right of withdrawal is made available to the Purchaser on the Site or in the App prior to the conclusion of the Purchase Agreement, via the "Right of Withdrawal" link, also accessible from the Product Sheet, in any case attached to the e-mail confirming the Purchase Order.
2. In the event that, one of the cases provided for by the Law occurs, the right of withdrawal does not apply, this exclusion will be specifically and expressly communicated in the Product Sheet and, in any case, during the Purchase procedure, before the Purchaser proceeds to transmit the Purchase order.
3. Pursuant to Articles 52 and the following ones of the Consumer Code, the Purchaser (being a consumer) has the right to withdraw from the Purchase Agreement, without having to provide any reasons and without having to bear any costs other than those provided for in Articles 10.2. and 10.3. below, within a maximum term of fourteen (14) calendar days (the so-called withdrawal period). The right of withdrawal may be exercised by the Purchaser, in accordance with Article 54 of the Consumer Code, in one of the following ways:
 - a. online transmission to the Seller of the return form available on the Site or App, to be filled out in full; in this case, the Seller will send the Purchaser confirmation by e-mail of receipt of the declaration of withdrawal;
 - b. sending by mail to the Seller of the return form, conforming to the standard form pursuant to Article 49, paragraph 4, of the Consumer Code, to be filled out in full;
 - c. sending by mail to the Seller of another explicit declaration concerning the decision to withdraw from the Purchase Agreement.In cases b) and c), the declaration must be sent to the Seller's attention at its registered office. It is understood that, in such cases, the Purchaser shall bear the burden of proving the correct and timely exercise of the right of withdrawal.
4. Pursuant to Article 57 of the Consumer Code, once the right to withdraw from the Purchase Agreement has been exercised, the Purchaser must return the Products to the Seller, using a courier of his choice and at his own expense, without undue delay and in any case no later than the term of fourteen (14) calendar days from the date on which he communicated his decision to withdraw to the Seller (i. e. the deadline is met if the Buyer returns the Products before the expiry of the period of fourteen (14) calendar days). The Product, suitably protected and packaged, shall be shipped to the address indicated by the Seller. The return of the Product to the Seller shall take place under the responsibility and at the expense of the Buyer. Should the Purchaser decide to use the courier appointed by the Seller, he may use the pre-printed adhesive label - bearing the return address - included in the parcel containing the Purchased Products and shall not therefore have to pay the return costs himself. In fact, it will be the Seller who will pay, on



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behalf of the Purchaser, the courier, deducting from the refund of the Total Amount Due a *forfait* equal to the cost previously borne by the Purchaser for the shipment of the Products (hereinafter, the “Agreed Return”). In the event of an Agreed Return, the Purchaser shall be released from any liability towards the Seller in the event of loss of or damage to the Products during the return transport.

5. In accordance with Article 59 of the Consumer Code, the right of withdrawal is excluded in the event that the Purchaser has purchased custom-made or customized Products or sealed goods that are not suitable to be returned for hygienic or health protection reasons or have been used after delivery (for example, in the event of software on a sealed medium that has been opened after delivery). The right of withdrawal is also excluded in the event that the Purchase relates to a digital Product and the Purchaser has given its consent to the commencement of the performance of the Purchase Agreement (i.e., to the use of the digital Product) prior to the expiry of the withdrawal period and/or has otherwise used the digital Product prior to the expiry of the aforementioned period.
6. The Buyer shall be liable for any decrease in the value of the Product resulting from any handling of the Product other than that necessary to establish its nature, characteristics and functioning. The Product shall therefore have to be stored, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, complete with all accessories and illustrative sheets, with the identification tags, labels and disposable seal, where present, still attached to the Product and intact and not tampered with, as well as perfectly suitable for its intended use and without signs of wear or dirt. The right of withdrawal shall therefore be deemed to have been properly exercised if the following conditions are fully complied with:
 - the right of withdrawal has been duly exercised within fourteen (14) days from receipt of the Product in accordance with one of the methods indicated above;
 - the Product returned must not be different from the Product purchased;
 - the Product must not have been used and/or enjoyed (subject only to proof of use), worn or washed;
 - the identification tag must still be attached to the Product with the disposable seal;
 - the Product must be returned in its original packaging;
 - the Product must not be damaged.
7. If the Buyer withdraws from the Purchase Agreement and the conditions of withdrawal set out in the previous paragraph are fulfilled, the Seller - through Bazr - shall refund the Total Amount Due paid by the Buyer for the Product, including the shipping costs (except in the event that the Buyer has opted for the Agreed Return), within seventy-two (72) hours from receipt of the Product at the delivery warehouse, without prejudice to what is otherwise provided for in paragraph 10.8 below. Unless the Purchaser has expressly agreed otherwise, the refund shall be



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made using the same means of payment used for the Purchase. If, therefore, there is no correspondence between the recipient of the Products indicated in the Purchase Order and the person who made the payment, the refund of the Total Amount Due paid shall be made by the Seller to the person who made the payment.

8. In the event that the withdrawal is not exercised in accordance with the provisions of the Law, the Purchase Agreement shall not be dissolved and consequently, there shall be no refund to the Purchaser of the Total Amount Due. The Seller shall notify the Purchaser by e-mail within seventy-two (72) hours from receipt of the Product, rejecting the request for withdrawal. The Product shall remain with the Seller at the Purchaser's disposal for collection at the delivery warehouse, which shall be communicated by the Seller to the Purchaser for this purpose, in accordance with the information provided by the Seller for the activation of the Bazr account and which shall take place at the expense and under the responsibility of the latter.
9. The Seller may suspend reimbursement until receipt of the Products or until the Purchaser proves that he has returned the Products to the Seller.
10. In certain cases, the Seller may offer a discount on the Purchase of Products on condition that several Products are purchased with a single Purchase Agreement. In other words, the Purchaser will be able to benefit from a price reduction on certain Products only on condition that several Products are purchased with a single order (so-called "combined sale") and therefore, with a single Purchase Agreement. In such a case, if the Purchaser withdraws from the Purchase Agreement, the Purchaser shall be obliged to return all Purchased Products. In other words, it will not be permitted to withdraw partially from the Purchase Agreement and/or to return only certain Purchased Products under the same Purchase Agreement. For the purposes of this provision, "tying" means the offer to the Purchaser of two or more Products at a special price, discounted with respect to the individual Purchase of the Products. This clause also applies to all Purchased Products and to all Products/prizes received in connection with participation in any prize events pursuant to Presidential Decree 26/10/2001, no. 430 (e.g. prize operations.). Even in this case, it will not be permitted to partially withdraw from the Purchase Agreement and/or return only certain Purchased Products and/or Products/prizes received in connection with participation in any prize events pursuant to Presidential Decree 26/10/2001, no. 430 (e.g. in the event that the Seller proposes the Purchase of a smartphone with a gift of wireless earphones). The Purchaser may not partially withdraw from the Purchase Agreement and/or return one of the Products (e.g. only the smartphone or only the earphones) and shall return both Products.



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LEGAL GUARANTEE

1. All brand new Products sold on the Marketplace are covered by the legal warranty of twenty-four (24) months, starting from the date of delivery, for defects of conformity, provided for in Articles no. 128 and no. 135 of the Consumer Code as amended by the Law (and, in particular, Directive (EU) 2019/771 so called "Sales of Goods Directive and Directive" (EU) 2019/2161 so called "Consumer Omnibus Directive").
2. The lack of conformity of the Product purchased by the Purchaser can be communicated by opening a report in the appropriate section of the Site or App by filling in the form that will open by selecting the "Open a Ticket" option within the "My Orders" section. In the event of a conformity defect, the Purchaser is entitled to request the repair or replacement of the Product. Unless proven otherwise, it shall be assumed that conformity defects that become apparent within twelve (12) months from delivery of the Products already existed on that date, unless such assumption is incompatible with the nature of the Product or the nature of the conformity defect. From the eleventh month following delivery of the Product, it shall instead be the Buyer's burden to prove that the conformity defect already existed at the time of delivery of the Product.
3. In the event that the aforementioned remedies are not possible or are excessively onerous, the Purchaser shall be entitled to a reduction of the price paid or to termination of the Purchase Agreement, pursuant to Article 135 bis of the Consumer Code.
4. The Buyer shall not be able to enforce the legal guarantee against BAZR, which is extraneous to the Purchase Agreement and shall therefore be deemed by the Buyer to be excluded from any claim, request for reimbursement and/or compensation and/or damage and/or action that the Buyer may make for the Purchase of the Products.

CONVENTIONAL WARRANTY AND WARRANTY ON PRE-OWNED OR RECONDITIONED PRODUCTS

1. Products sold on the Marketplace may, in the event that this is applicable, be covered by a conventional warranty issued by the manufacturer.
2. The Buyer may only assert such a warranty against the manufacturer. The duration, extension, also territorial, conditions and methods of use, the types of damage/defects covered, and any limitations of the conventional warranty depend on the individual manufacturer and are indicated in the so-called warranty certificate contained in the Product's packaging.
3. The conventional warranty is voluntary in nature and does not replace, limit or exclude the legal warranty.



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4. All “pre-owned” or reconditioned Products are covered by a warranty of 1 (one) year from the date of delivery against conformity defects.
5. Any defects that have been highlighted in the description of the Product Sheet shall not be covered by the legal warranty (e.g. if “Grade B” is indicated in the Product chart, the Product may have aesthetic defects. Therefore, the Buyer may not request the repair or replacement of the “re-owned” or reconditioned Product using the presence of any aesthetic defects as a reason).
6. Also in accordance with the provisions of Recital 16 of Directive 1999/44/EC of the European Parliament and of the Council, in the event of a lack of conformity of the “pre-owned” or reconditioned Product, replacement is generally not possible. Therefore, in such cases, the Purchaser’s right to replacement is generally not available. Without prejudice to the impossibility of requesting the replacement of the Product, as indicated above, the Purchaser may exercise all the other rights expressly recognized by the Law.

CUSTOMER CARE AND RAE

1. It is possible to request information, send communications or submit complaints through the appropriate section of the Site or App by filling out the form that will open by selecting the “Open a Ticket” option within the “My Orders” section, which the Purchaser can access through the reserved area of his personal account.
2. The Seller will respond to communications and complaints received from the Buyer via the messaging system of the aforementioned Platform, within a maximum of 24 (twenty-four) hours from receipt.
3. Where applicable, in order to ensure the free collection of used equipment of an equivalent type pursuant to Article 11, paragraph 1 of Legislative Decree No. 49 of 14 March 2014, the Seller informs the Buyer that they may request the collection of their used equipment equivalent to the Purchased Product by contacting Customer Service, in order to arrange for the free collection of their used equipment. Alternatively, the Purchaser may deliver its used products to one of the collection points indicated on the WEEE Collection Centre website at this [link](#).

PRIVACY

1. Information on the processing of personal data is available by accessing the Privacy Policy page available on the Site or App.
2. For any other information on the Privacy Policy you may contact Customer Support, choosing the “Privacy” channel, or send a request to the email address [•] or to BAZR’s registered office address.



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APPLICABLE LAW - DISPUTE RESOLUTION - AMENDMENTS

1. These General Conditions of Sale are governed by Italian law and in particular by the Italian Consumer Code and Legislative Decree no. 70/2003 ("Implementation of Directive 2000/31/EC on certain legal aspects of information society services in the internal market, with particular reference to electronic commerce").
2. Pursuant to the Consumer Code, any dispute relating to the application, execution and interpretation of these General Sales Terms and Conditions shall be settled by the court of the place where the Purchaser resides or has elected domicile.
3. Pursuant to Article 141-sexies, paragraph 3, of the Consumer Code, the Seller informs the Buyer that (as a consumer) in the event of disputes, he can access the Alternative Dispute Resolution bodies for the out-of-court settlement of disputes relating to obligations arising from the contract concluded on the basis of these General Sales Terms and Conditions (so-called ADR bodies, as indicated in Article 141-bis and the following ones of the Consumer Code).
4. The Seller further informs the Buyer that (as a consumer) he may make use of the European platform for online consumer dispute resolution (so-called ODR platform), which can be reached at the following address <http://ec.europa.eu/consumers/odr/>.
5. These General Terms and Conditions of Sale are amended from time to time, also in consideration of any changes in the Law. The new General Terms and Conditions of Sale shall be effective as of the date of publication on the Marketplace.



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CUSTOMER TERMS

GENERAL CONDITIONS OF ACCESS TO BAZR AND USE OF SERVICES

Scope of application

These general terms and conditions (hereinafter, “**Agreement**”), the “Information on the processing of personal data” and all the policies published on the website www.bazrlive.com (hereinafter, “**Website**”), also available through the “Bazr” application (hereinafter, “**App**”), establish the terms and conditions under which Bazr S.p.A, with registered office in Rome, Viale Bruno Buozzi no. 69 C.F. and VAT no. 1712741006 (hereafter, “**Bazr**”), allows, through the Website and/or the App, registered non-professional users (hereafter, “**Private Users**”) and registered Vendors acting in the exercise of an entrepreneurial, commercial, handicraft or professional activity (hereafter, “**Vendors**”), access to a virtual space where the demand and supply of products and services and the sharing of social experiences and opinions meet (hereafter, “**Marketplace**”).

Terms and conditions for making sales and/or purchases and/or collaborating in commercial advertisements through the Marketplace are contained in separate contractual documents (published on the Site and accessible through the App).

All policies (published on the Site and accessible through the App,) as well as the “Privacy Policy” and the “Cookie Policy” form an integral and substantial part of this Agreement. Access to the Marketplace is through registration and implies prior acceptance, express and without reservation, of this Agreement.

Purpose of the Marketplace

The Marketplace, through the Site and/or the App, enables Private Users, Creators or Vendors to make sales and/or purchases both through live streaming events (hereinafter, “**Live Shopping**”) - also promoted through social influencers adhering to Bazr (hereinafter, “**Creators**”) - where Private Users can interact, ask questions and receive information, and asynchronously and/or through online catalogue (hereinafter, “**Showcase Shopping**”; hereinafter jointly, Live Shopping and Showcase Shopping, also referred to as “**Commercial Ads**”).

Bazr allows Private Users, Creators or Vendors to interact with each other in a social manner, promoting and sharing experiences and opinions on the products and services marketed in the



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Marketplace, through the provision of audio-video content, texts, images and other expressive content (hereinafter, “**Feedback**”).

Bazr allows influencers the possibility to register in the Marketplace to create a Creator profile, so they can get in touch with Vendors interested in marketing and promotion collaborations within the Marketplace. Each Vendor is entitled to request the collaboration of a Creator through the Marketplace by choosing among those who have expressed their willingness to collaborate. The Vendor may also make use of the collaboration of influencers contracted (by the Vendor itself) outside the Marketplace

Bazr acts as the operator of the Marketplace and therefore acts exclusively as a provider of online intermediation services. Bazr is therefore extraneous to the contract of sale concluded through the Website or App, which is concluded solely between Vendor and Private Users (hereinafter, “**Purchase Agreement**”). The Purchase Agreement is concluded, following the sending of the purchase request via the corresponding “button”, upon receipt of the order confirmation. Subsequent to the conclusion of the Purchase Agreement, in the event that delivery is to be made by courier service, the buyer will be notified of a shipment tracking number by means of an e-mail message indicating the courier company, the shipment number and a link enabling the tracking of the shipment. Shipment tracking information, provided directly by the courier and/or Vendor, will also be available via the App and the Site.

Bazr does not act as a provider of video-sharing platforms within the meaning of the current legislation, since the commercial Advertisements and Feedback disseminated through the Site and/or the App by Private Users, Creators or Vendors are not intended to inform, entertain or educate the general public, as they are solely aimed at promoting the products and services marketed through the Marketplace.

While Bazr binds Private Users, Creators or Vendors to comply with this Agreement and all policies (published on the Site and accessible through the App), Bazr is not responsible for Feedback, Showcase Shopping or any other content posted in the Marketplace by Private Users, Creators and Vendors. Bazr does not (and cannot) monitor Live Shopping and does not (prior to publication) monitor Showcase Shopping, Feedback and any other content posted in the Marketplace by Private Users, Creators and Vendors. While Bazr guarantees the use of artificial intelligence tools aimed at identifying any unlawful material or material that violates the policies (published on the Site and accessible through the App), Bazr has no control over, nor does it provide any guarantee regarding: (i) the existence, quality, safety and lawfulness of the products and services marketed by Vendors through the Marketplace; (ii) the lawfulness, legitimacy, truthfulness and/or accuracy of what is disclosed, by Private Users, Vendors and Creators in the context of Live Shopping, Feedback, Showcase Shopping and any other content published in the Marketplace.



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Bazr does not guarantee (nor can it guarantee) that Private Users, Creators or Vendors will actually be able to execute the Purchase Agreement possibly concluded through the Site or the App. Therefore, Bazr shall not be liable for the conduct of Private Users, Creators or Vendors in using the Marketplace, nor for their proper performance or non-performance of the Purchase Agreement. In particular, Bazr shall not, under any circumstances, be responsible for the quality, safety and/or legality of the products and/or services that are the subject of the Commercial Advertisements and/or the ability of Private Users, Creators or Vendors to execute them and/or the solvency of the same. It is represented that: (i) the products and/or services are marketed on the Marketplace by Vendors solely under their own responsibility; (ii) Bazr is not a party to the Purchase Agreement.

How to use Bazr

In order to be able to access the Site and/or the App, view Commercial Ads, Feedback and make sales and/or purchases of products and services through the Marketplace, the Private User, Creator and Vendor is required to create a Bazr account (hereinafter, “**Personal Account**” or “**Pro**” or “**Creator**”). It is possible for the Private User to create a Personal Account using data previously given to different platforms and/or social networks such as, for example, Facebook, X or Instagram, using the appropriate plug-ins. The creation of a Personal Account is reserved for natural persons who have the capacity to give valid consent to accept this Agreement, provided that they are at least 16 years of age. The Private User may only register and use one Account within the Marketplace. Registration and/or use of other Accounts will be considered a breach of this Agreement. The Creator or Pro Account may only be used by its rightful owner or its employees, authorized to act on the Marketplace. Accounts are not transferable. Private Users may register with Bazr to view Commercial Listings and view and/or post Feedback, as well as to make purchases through the Marketplace. Pursuant to current regulations, however, Bazr does not allow Private Users under the age of 18 to make purchases through the Marketplace. The creation of an Account allows the Private User, Creator or Vendor to: manage their personal information (postal address, e-mail address, password, etc.); make sales and/or purchases and/or collaborate in commercial listings and access all the features of the Marketplace (including uploading their own Feedback to the Marketplace); use any other service made available by Bazr through the Marketplace.

When creating the Account, the Private User, Creator or Vendor agrees to: (i) provide authentic, exact and complete information regarding his/her identity, contact details and other requested data; (ii) update the aforementioned information in the event of any changes; (iii) not log in from another Private User, Creator or Vendor’s Account; (iv) take all necessary measures in order to protect his/her credentials for access to the Account from any infringement. Bazr reserves the right to verify the data provided by Private Users, Creators or Vendors. During additional verification, the Private User, Creator or Vendor may be asked for additional documentation. One of the



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purposes of additional verification is to confirm that the data provided is accurate and correct. The additional verification serves to ensure and increase the security level of the Marketplace. After completing and submitting the registration form, Bazr will send the Private User, Creator or Vendor instructions to confirm the Account. The Agreement between the Private User, Creator or Vendor and Bazr is considered concluded from the moment of sending the registration confirmation and activation of the Account. The Private User, Creator or Vendor may add a personal photograph or image of himself (hereinafter, “**Avatar**”). Said Avatar will be visible to other Private Users, Creators or Vendors and may be changed or deleted at any time. The Avatar must meet the following specifications: 250x250 pixels and format jpg, png. and may not have content that is vulgar, erotic, pornographic, xenophobic, racist, obscene or otherwise contrary to the provisions of this Agreement. Private Users, Creators or Vendors declare that they are authorized to use their own Avatar and that the use of this Avatar within the Marketplace does not violate the rights of third parties. Private Users, Creators or Vendors shall be solely responsible for the use of their Avatar and shall indemnify and hold Bazr harmless from any liability related to the unlawful or harmful use of the Avatar.

The Private User, Creator or Vendor may convey the Commercial Ads, Feedback and any other content that can be displayed in the Marketplace for the purpose of making sales and/or purchases through the Marketplace, publish reviews, comments and other communications, submit suggestions, ideas, comments, photographs, drawings, texts, questions or information, provided that what is published in the Marketplace is not unlawful (i.e., purely by way of example obscene, intimidating, defamatory, in violation of the confidentiality or personal data of others, of the intellectual and/or industrial property rights of others or in any other way detrimental to Bazr, Private Users, Vendors and/or third parties) and in any case complies with this Agreement and all policies (published on the Site and accessible through the App). The Private User, Creator or Vendor therefore declares and accepts that all Commercial Advertisements, Feedback and any other content published in the Marketplace are his/her sole responsibility. In particular, you are prohibited from: (i) disseminate information that is contrary to public order or morality; (ii) publish information of a commercial, advertising or propaganda nature to spread the consumption of tobacco or its derivatives, alcoholic beverages or other regulated substances, products or services; (iii) disseminate publications that violate the personality rights of third parties or that are defamatory, insulting, obscene, pornographic, offensive, violent or incite discrimination, political violence, racist, xenophobic, sexist or homophobic; (iv) publish information that violates the legislation on the protection of personal data, allowing the identification of natural persons without their consent, e.g. by reporting their surname, postal and/or e-mail address, telephone number, photo, audio or audiovisual recordings, or collecting and storing personal data relating to other persons; (v) fraudulently access the Marketplace and services in violation of the provisions of this Agreement (vi) submit content that contains computer viruses or other harmful code; (vii) harass other persons in any way; (viii) provide information that refers to other sites (through links or by simply providing



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information), the content of which may violate applicable laws or regulations or jeopardize the rights of persons and property and/or intellectual property rights. The Private User, Creator or Vendor shall not, in any case, use threatening, abusive, defamatory, disrespectful language. The Private User, Creator or Vendor therefore guarantees that it has the necessary resources and knowledge to fulfil its obligations under this Agreement.

The Private User, Creator or Vendor further represents and warrants that he or she has exclusive ownership of, or in any event, full disposal of, all rights to the Commercial Listings, Feedback and any other content published in the Marketplace. For the purposes of this Agreement, the Private User grants to Bazr and its assignees, the non-exclusive, free of charge, transferable to third parties, and revocable by the Private User, the right to use, reproduce, modify, adapt, translate, process, distribute and/or display in any part of the world, through the Marketplace, the Feedback and any other content published in the Marketplace, without prejudice in any case to any moral rights of authorship, which the Private User may have. In particular, the Private User acknowledges and expressly accepts that the Feedback and any other content published in the Marketplace, may be used by Bazr and its assignees (including, but not limited to, Vendors) also for the purpose of advertising and promoting: (i) products, goods and/or services, brands, trade names and the like and (ii) the use of the Marketplace and services. The rights granted to Bazr by the Private User extend, *inter alia*, to the publication and reproduction in copies (including, without limitation, books, newspapers and magazines), dissemination in any form and through any medium, including the Internet and any television medium (e.g. via the airwaves, dtf, cable, satellite *et similia*) or other means of broadcasting, by means of fixed or mobile telephony, webcast, homevideo, DVD, videograms in general and through any distribution channel, without limits of space or time or mode of use, with the right to elaboration, reduction and/or adaptation. Bazr shall therefore have - by way of example but not limited to - the right to: (a) modify, adapt and alter the Commercial Advertisements, the Feedback and any other content published in the Marketplace, as well as reproduce it, in whole or in part, without any remuneration or further notice being due to the Private User; (b) use the Feedback and any other content published in the Marketplace or part of it in any country in the world, in any way, even in a modified or elaborated form, including for advertising or promotional purposes in general. The first time a Private User uploads Feedback or any other content to the Marketplace, Bazr shall recall, summarizing the provisions of this paragraph.

Bazr has implemented a rating system on the Marketplace that allows Private Users to post a review on the product and/or service purchased and on their purchasing experience (including delivery). The rules of this rating system, as well as the methods of referencing, dereferencing and ranking of products and/or services and Vendors is described in the policy "Information on reviews posted on the Platform".



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It is forbidden to use the Site and/or the App: in such a way as to cause, or be likely to cause, interruptions, damage and/or malfunctions to the Marketplace or its services and functionalities; for purposes not permitted by law, or in any case in violation of the policies (published on the Site and accessible through the App); to cause disturbance, prejudice or offence to any person (natural or legal).

In the event that the actions of the Private User, Creator or Vendor violate the provisions of this Agreement and any policies (posted on the Site and accessible through the App), Bazr may issue a warning to the Private User, Creator or Vendor and issue a warning. The issuing of a warning and/or recall does not result in the suspension of the Account or restriction of access to the Marketplace. It clarifies that if the Private User, Creator or Vendor continues to violate the provisions of this Agreement and all policies (posted on the Site and accessible through the App), Bazr may suspend the Account. In the event of repeated or significant violations, including but not limited to: (i) non-payment of any amount due to Bazr; (ii) providing false data during the registration process; (iii) making the Account available to unauthorized third parties contrary to the provisions of this Agreement and all policies (published on the Site and accessible via the App); (iv) posting of Commercial Advertisements in breach of the provisions of this Agreement and all policies (published on the Site and accessible via the App); (v) registration of multiple Accounts and their use in violation of the provisions of this Agreement and all policies (published on the Website and accessible through the App); (vii) sending spam messages to other Private Users, Creators or Vendors, Bazr may suspend the Account without prior warning.

Any content downloaded or otherwise obtained through the use of the Marketplace is at the option and risk of the Private User, Creator or Vendor. Any liability for any damage to computer systems or loss of data resulting from downloading is the responsibility of the Private User, Creator or Vendor, and Bazr shall not be liable for any damages resulting from inaccessibility to the services on the Site or App caused by any virus, damaged files, errors, omissions, interruptions of service, deletions of content, problems related to the network, computer connections, unauthorized access, alteration of data, failure and/or malfunction of the electronic equipment of the Private User, Creator or Vendor. Bazr has adopted policies aimed at prohibiting the publication, through the Marketplace, of content describing or depicting scenes or situations of physical or psychological violence or such that, according to current sensitivity, may be considered harmful to civil convictions, human rights and the dignity of people, in all its forms and expressions. In any case, Bazr does not guarantee that the contents published through the Marketplace are appropriate or lawful in other countries, outside of Italy.



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Notification of violations

If a Private User, Creator or Vendor believes that a Commercial Listing, Feedback or any other content published in the Marketplace contains a defamatory statement or constitutes an infringement of their own or a third party's right, they may report this to Bazr by filling in a specific form on the Website and/or in the App, providing Bazr with adequate, documented and reasoned written information.

Without prejudice to the right to compensation for damages against the person responsible, Bazr, having verified as far as possible the content of the report, reserves the right - free from any obligation to act in the absence of suitable documentation - to remove and/or modify any content that appears to be in breach of the laws in force, of this Agreement and of all policies (published on the Site and accessible via the App).

Notwithstanding the foregoing, Bazr also reserves the right to deny, at any time, unilaterally and without prior notification, access to the Marketplace to Private Users, Creators or Vendors who do not comply with applicable laws, this Agreement and all policies (published on the Website and accessible via the App). Bazr therefore reserves the right to: (a) temporarily restrict access to the Marketplace services; (b) suspend your Account (Personal, Pro or Creator) for a defined or indefinite period. Bazr shall be entitled (but not obliged) to notify the Private User, Creator or Vendor of the suspension of the Account or restriction of access to certain Marketplace services, stating the reasons for the suspension or restriction of access. The Private User, Creator or Vendor is fully responsible for his/her actions and omissions in connection with the use of the Marketplace and in particular, may be liable for damage caused to Bazr or other Private Users, Creators, Vendors or third parties.

Continuity of services

Bazr makes every effort to ensure the continuity of access of Private Users, Creators or Vendors to the Marketplace but does not guarantee, however, that the Marketplace (and therefore, the Site and/or the App) will be constantly usable, without interruptions and/or errors. As the Marketplace is constantly evolving, it is subject to timely changes and/or temporary interruptions without prior notice, in particular for maintenance purposes. In this context, Bazr reserves the right to suspend access to the Marketplace or parts thereof without prior notice. Bazr therefore disclaims any liability in the event that Private Users, Creators or Vendors are unable to access the Marketplace in whole or in part.



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Intellectual Property Rights

Subject to compliance with the obligations set out in this Agreement, Bazr grants Private Users, Creators or Vendors a non-sublicensable, non-transferable and non-exclusive license to: (i) install and/or use the App and the Website on any compatible computer device, for internal business and professional or personal use, for the purpose of making sales and/or purchases and/or collaborating in commercial advertisements and more generally to use all services made available through the Marketplace; (ii) reproduce and distribute only copies of the components applied to the App and the Website, expressly designated by Bazr as redistributable “client libraries”, exclusively in object code form and solely for the purpose of interaction with the Marketplace services. Except as set forth above, Private Users, Creators or Vendors may not: (i) copy any software or part of software, Bazr; (ii) distribute or share the use of Bazr software with any third party; (iii) modify and/or create derivative works and/or improvements from any Bazr software or part of software, Bazr and reverse engineer, modify, decompile, disassemble or otherwise attempt to extract the source code, interfaces or other information from the Bazr software, or circumvent technical protections or limitations associated with the Bazr software; (iv) sublicense any Bazr software or portion of the software, Bazr, rent, lease to third parties or commercially host on the Marketplace third parties, through your Account. All rights not expressly licensed in this Agreement are reserved by Bazr. Private Users, Creators or Vendors do not have any rights or licenses to Bazr software other than the rights set forth in this Agreement. Notwithstanding the foregoing, certain components or libraries included in or provided with the Bazr software may be covered by open source licenses. To the extent required by such open source licenses, the terms of such licenses shall apply as an alternative of the terms of this Agreement, solely in respect of those libraries or components which are licensed under such open source licenses.

All content present in and/or made available through the Marketplace (such as text, graphics, logos, images, audio and/or video files, data compilations, software, etc.), unless otherwise indicated or otherwise made evident by the content itself, are the property or availability of Bazr or its suppliers and are protected by intellectual and industrial property law. Bazr is the producer and/or owner of the databases forming part of the Marketplace, subject to the rights held by the Vendors and/or partners of Bazr, each to the extent of their respective entitlement. By accessing the Marketplace, the Private User, Creator or Vendor accepts that the data making up the Marketplace is protected by current legislation and that it is not permitted to extract, reuse, deposit, reproduce, represent or store, directly or indirectly, on a medium of any kind, by any means and in any form whatsoever, all or a qualitatively or quantitatively appreciable part of the content of the databases in the Marketplace to which they have access.

Private Users, Creators or Vendors acknowledge and expressly agree that Bazr shall be free to use and exploit in perpetuity for commercial purposes (including, but not limited to, product licensing,



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support and development) any Feedback, suggestions, recommendations, ideas, bug fixes, reviews, ratings, comments or improvements that any Private User, Creator or Vendor (or any employee or agent) may at any time communicate to Bazr in connection with the Marketplace, without any obligation to pay.

It is strictly prohibited to extract and/or reuse all and/or part of the contents of the Marketplace. By way of example but not limited to, it is not permitted to use acquisition or extraction tools and/or devices (including automated ones) to acquire and/or reuse any part of the Marketplace. It is also not permitted to create and/or publish a database that reproduces substantial parts (e.g. prices and product lists) of the contents of the Marketplace without the express written consent of Bazr. It is also prohibited to use or access the Marketplace: (i) by direct competitors of Bazr or those acting on behalf of a direct competitor of Bazr and (ii) for the purpose of monitoring the availability, performance or functionality of the Marketplace or for any other evaluation or competitive purpose.

Bazr is the exclusive owner of the trademark “Bazr”. The services provided by Bazr through the Marketplace and/or the functionalities accessible through such services are protected by intellectual property rights owned by Bazr or otherwise licensed to Bazr.

Parties other than Bazr (whose reference links are available during navigation) provide many of the services in the Marketplace. Bazr is not responsible for the services rendered by these traders, including the Vendors present on the Marketplace or the content of their sites, nor does it offer any guarantees on their sales proposals. Bazr cannot in any way be held responsible for the actions, products and content of any of these entities or any other third party. More generally, the Marketplace may contain links to third party sites (also posted by Private Users). Bazr therefore disclaims all responsibility in relation to the links and the content of such sites and at the same time warns Private Users, Creators or Vendors that, whoever decides to insert a link to third party sites, as well as whoever decides to visit a site via such a link, does so in total autonomy, thus assuming all responsibility arising, as well as the burden of adopting every precaution against viruses or other harmful elements.

Personal Data Protection

The Private User or Vendor is aware that Bazr may process personal data in connection with the matters described in this Agreement and, in general, in connection with access to and use of the Marketplace. In this regard, the Private User or Vendor represents and warrants that: (i) they have only disclosed personal data relating to themselves and that the personal data disclosed was, at the time of disclosure, accurate, current and relevant; (ii) prior to providing such personal data, they have read and understood the Privacy Policy, which is available at the appropriate link; and that (iii)



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should Bazr amend or update the Privacy Policy, the Private User or Vendor will promptly review such document on the Website or through the App.

The Personal Data Processing Notice contains all information and details concerning the manner and purpose of processing as well as any other information concerning the protection and processing of the Private User's or Vendor's personal data. The Privacy Policy must be read in conjunction with and in connection with this Agreement.

Links to Bazr pages

Anyone (including Private Users, Creators or Vendors) interested in activating links to the home page and other web pages of the Website, which are publicly accessible, is required to contact Bazr by filling out the appropriate form on the Website. The contact is necessary to activate the request for consent to the hyperlink to the Website. The activation of links is granted, at Baz's discretion, to the applicant, free of charge and on a non-exclusive basis.

Notwithstanding the above, Bazr has the right to oppose the activation of direct links to its website in the event that the requesting party who intends to activate the link has in the past adopted unfair business practices or practices that do not conform to industry practice, or acts of unfair competition against Bazr or its suppliers, or when Bazr fears that such behavior may be adopted in the future, or when the requesting party has in the past adopted or may adopt in the future discrediting actions against Bazr. In any case, the activation of "deep" hypertext links (such as deep frames or deep links) to the Website or the unauthorized use of meta-tags is prohibited without the written consent of Bazr.



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Miscellany

This Agreement shall be governed by Italian law. The provisions of this Agreement shall be drawn up in the Italian language. Where they are translated into one or more languages, only the Italian text shall be authentic in the event of disputes. In accordance with the applicable law, the consumer may choose at his or her discretion, in addition to the competent territorial jurisdiction pursuant to the Code of Civil Procedure, that of the place of residence.

The European Commission provides consumers with the Online Dispute Resolution platform to resolve disputes out-of-court. Consumers can make a complaint at the following link: <http://ec.europa.eu/consumers/odr/>.

The Private User, Creator or Vendor is aware that this Agreement may be modified at any time and unilaterally by Bazr, for the purpose of adapting to possible evolutions of its services and/or changes in the regulatory framework or for commercial and/or technical reasons. Bazr undertakes to inform the Private User, Creator or Vendor of any changes to its services and/or this Agreement by means of specific information published on the Website and/or the App.



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