

## **WEBSITE TERMS OF USE**

The website bkt-easyhub.com (hereinafter referred to as the "Website" or "Site") is owned by BKT Europe Srl, with legal headquarters at Viale Bianca Maria 25, 20122 Milan and operational headquarters at Viale della Repubblica 133, 20831 Seregno (MB), Italy, VAT number n. 05404270968 (hereinafter also referred to as the "Company") and is managed by the latter.

You can contact the Company by emailing [europe@bkt-tires.com](mailto:europe@bkt-tires.com).

Users can browse the Site strictly adhering to these terms of use.

### **1. PREMISES**

These Terms of Use regulate the use of the bkt-easyhub.com Website by Users who access the Site. The Company reserves the right to modify these conditions at any time; changes will take effect from the date of their publication on the Site itself. The User, therefore, is required to view them through a specific link placed in the footer of the Site. Although access to the site is freely and freely available also to unregistered Users, registration is necessary for the full and complete enjoyment of the Services offered by the Site. For registration and services offered by the Site, please refer to the Terms of Service accessible via the link placed in the footer of the Site and at the bottom of the registration form.

### **2. USER OBLIGATIONS**

The User must use the Site strictly in accordance with these Terms of Use. It is the User's responsibility to review these terms and check for any changes made to them. Access to the internet, necessary for using the Site, and all related charges and costs, including connection costs, are the responsibility of the User, who is required to independently procure any necessary hardware or software support. The User is solely responsible for the operation and maintenance of their equipment and for adopting all necessary measures to ensure their online security. The User undertakes the obligation not to use the Site and its related services for illegal purposes or contrary to these terms of usage or in ways that might damage its functionality, rendering it unusable, cause overload, deteriorations, and/or interferences with its use by other Users. Users may access the Site freely, but to use the services reserved for registered Users, registration is necessary as indicated in the Terms of Service. Any behavior from which, even by mere attempts, unauthorized access to the Site and reserved services might derive is prohibited.

### **3. LIABILITY**

The User uses the Site "as is", that is, as it is offered and as available at the moment when they connect and view its content. The Company is not responsible, neither towards the User nor towards subjects directly or indirectly connected to the User, for damages, claims, or losses resulting from malfunctions or suspensions of the Site that depend on the User itself, Third Parties or caused by force majeure or chance events. Except as contractually and individually defined in relation to specific obligations undertaken, the Company reserves the right, at any time, without any form of notice and without any obligation of compensation and at its sole discretion, to close the Site and/or make any changes and/or additions to its content that it deems appropriate. The User uses the Site and the services allowed to them holding the Company essentially and procedurally harmless from and against any party for legal/civil or administrative disputes, costs, expenses, and damages of any kind caused by the use or by the impossible use of the Site. The existence of a hyperlink (link) directing to the Company's Site from another site (or even blog), or directed from the Company's Site towards another site (or even blog), does not imply any approval or acceptance of responsibility or liability by the Company regarding the content or use of the linked sites.

#### 4. INTELLECTUAL AND INDUSTRIAL PROPERTY

The website and its contents are owned by the Company and/or by any person or party to which or from which any rights or powers are transferred or have been transferred for any reason, and/or by third parties where specified, and are protected by current legislation in force on the protection of intellectual and industrial property rights. Unless otherwise and specifically provided, all materials available on the Site (such as, by way of example but not limited to: logos, trademarks, and other distinctive signs, photographs) may be used for information and/or personal purposes only; any other different use must be subject to prior authorization by the Company or, if other than the latter, by whoever owns or holds the rights at any title that can be exercised upon; any commercial use or distribution is expressly prohibited without prior explicit authorization. The names of products and/or services of companies possibly mentioned on the site may be trademarks of their respective owners; any unauthorized use of those is therefore expressly prohibited. Any reproduction of the graphics and structure of the website is prohibited. It is also prohibited to copy or imitate the Site's constituent elements. The IT programs used by the Site, including updates, possibly provided or otherwise made available to the User are created or acquired by the Company, which is entitled to all rights of economic use, and this agreement does not grant the User any rights over them or their source codes.

The User is expressly prohibited from carrying out the activities referred to in Art. 64-bis Italian Law 633/41, such as, by way of example but not limited to: extraction, reproduction, translation, adaptation, public distribution implemented in any form, or the transfer of the Software to third parties at any title, whether for payment or free of charge. Without express authorization, the User is prohibited from making interventions on the Software, even if for the correction of any flaws and/or defects, as well as from performing activities of duplication, decompiling, disassembly, transformation, or modification of the software.

It is permitted to use links directed to this site, provided that the user's site on which the link is created does not have an offensive or pornographic character, nor related to sexuality or sexual commodification, incitement to racial hatred, discrimination of any kind, the appeal to totalitarian ideologies, the commission of any type of crime, or any other activity contrary to our legal system.

All rights not expressly granted are reserved. Any behavior by Users that is in conflict with the aforementioned prohibitions and obligations entitles the Company to take action to enforce its rights in the appropriate instances and forms.

## 5. PRIVACY

All personal User data are processed in compliance with current legislation in force on personal data protection (EU Regulation 2016/679 and Italian Legislative Decree 196/2003). For all necessary information, please refer to the user privacy policy accessible via the link placed in the footer of the page and to the policies and statements accessible via the links placed at the bottom of the forms on the Site.

## 6. CHANGES AND FINAL CLAUSES

The Company reserves the right to make changes to the Website and these Terms of Use at any time. The User shall always refer to the version of the Terms published on the Website at the time of consultation as the current version.

Should any of the clauses of these Terms of Use be declared null and void by the competent authority, the Terms of Use shall continue to be fully effective for the part not affected by such clause, unless the latter constitutes an essential and determining reason for the establishment of relations. The circumstance that either party does not exercise at any time the rights granted by one or more clauses of these Terms of Use shall in no way be construed as a waiver of such rights nor shall it prevent from demanding later compliance with each and every contractual clause.

## 7. REPORTING

If a visitor to the Site believes that any content on the site might violate any of their rights, whether related to intellectual property or any other right, or might not be appropriate in terms of content or language used, they can report it by sending an email to the Company, which will take charge of the matter.

*These Terms of Use were created on February 26, 2024.*