



Welcome to the [www.voice4people.com](http://www.voice4people.com) website

This website, hereinafter referred to as V4P, is managed by M&M Advisory Srl, with its registered office in Via San Francesco 19, 22066 Mariano Comense (CO) Italy, a company enrolled in Como with number 326478 and P.IVA 03662460132.

#### **INTRODUCTION AND PREAMBLE**

V4P is a digital service available on the Internet and via an APP that allows Users, whether private or corporations, to communicate in an innovative way using a new language called SCS (Smart Communication System), as described on our website.

Minors under the age of 13 are excluded from using the services offered by V4P as well as Users that have been suspended and/or cancelled in accordance with the provisions of the following contract.

#### **TERMS AND CONDITIONS OF USE**

These terms and conditions of use and the Privacy disclosure define the binding legal terms for purchase and use of the services provided by V4P and must be fully accepted by the User. The user declares to be fully capable of understanding the terms, conditions, the Privacy disclosure, obligations and duties set forth below.

##### **Art. 1 – Definitions**

SCS: Smart Communication System is the new language proposed by V4P,

User subject registered in V4P,

Registration: form to be filled out by the User in order to exploit V4P services,

Services or Products: services offered by V4P to its Users,

Charity Fee: amount paid by the User for donation,

Service Fee: amount paid by the User for managing the SCS Charity service

Charity: charity organizations, non-government organizations, foundations, bodies, research institutes and other bodies with philanthropic scopes and/or aimed at social purposes, environmental protection, education and research,

Charity Area: term indicating the sectors in which a Charity operates,

Charity Code: code available to the User to check the status of a donation.

##### **Art. 2 – Registration and Service Activation**

Services are rendered following registration on the V4P platform. Registration is performed by filling in the required form. When registration has been completed, the User receives an email with a link (URL) which must be clicked on to confirm activation.

##### **Art. 3 – Terms of Use of Services and User Liability**

These terms and conditions apply to all Users who shall use the Services offered by V4P.

The User is solely and exclusively responsible for its entries/anything sent and for the language used when using the Services.

It is strictly forbidden for the User to use words, images, logos, signs, designs, sounds and/or terms that in any way could be considered directly or indirectly detrimental to mandatory regulations, or could be considered contrary to public order and/or morality. The User hereby indemnifies V4P from any liability in the event of complaints and/or legal actions arising from illegal and/or inappropriate use of the Services.

Without prejudice to the general obligations accepted by the User, as previously indicated, V4P expressly forbids the use of:

- Contents that are illegal according to national, EU and international law;
- Contents that are legally protected by copyright as well as by the laws on ownership, trademarks, patents, utility models, and/or design rights without the appropriate authorizations from the owners of these rights;
- Contents that are offensive and/or defamatory, regardless of the effects that they could have on other Users or private individuals or legal entities not registered on V4P;
- Contents that encourage or incite criminal, defamatory, offensive or violent behaviour or conduct commonly regarded as immoral;
- Contents that breach confidentiality obligations;
- Contents of a pornographic nature or which infringe the law on the protection of minors.

The User is personally liable for any damages caused to third parties due to improper use or incompetence in using the Service. The User shall hold V4P harmless and indemnify it from, for and against any financial or non-financial legal consequence – including, by way of example, requests for damages, compensation or correction - that may have been generated from such illicit/unlawful behaviour.

Registration on the V4P website and payment of Premium Fees are solely the responsibility of the User.

Therefore the User:

- is personally responsible for keeping its password and personal data confidential.
- agrees to store the passwords required to exploit the Services with utmost care and under its responsibility. For this reason, it is prohibited to disclose the password to third parties other than the User.

Any loss, theft or disclosure to third parties of passwords required to login V4P platform implies the sole User's liability, thus relieving V4P, for any wrong and/or illicit use of the Services, reduction and/or extinction of any User's credits and any other prejudicing consequence for the latter.

Should V4P become aware of any breaches of the provisions of this article, it is justified, at its discretion, to suspend and/or cancel the User from the web platform, without refund of any payments already made.

##### **Art. 4 – Reporting infringements**

The rights holders under Article 3 above (copyright, trademarks, patents, intellectual property in general etc.) which think that one of their specific rights has been infringed due to improper/illegal/illicit use of the Services by a User, can report this to V4P to [www.voice4people.com/contacts](http://www.voice4people.com/contacts), with references supporting the infringement.

When an infringement is reported, V4P will adopt the following procedure:

- Notify the User (alleged infringer) of the report received;
- If sufficient and detailed evidence is available supporting the report against the User, the relevant images reported shall be removed from the website as a precautionary measure;
- The User related to the reported infringement will be given a deadline of 5 (five) working days to prove its right to use the images and/or whatever is the subject of the infringement. If it fails to do so, V4P shall remove from the website the contents of the reported infringement;



- Transmission of evidence received from the User related to the reported infringement to the author of the report: if there is sufficient proof of the right claimed by the User, V4P shall once again publish the images and/or contents that were removed as a precautionary measure except if in the meantime, the dispute between the reporting party and User has gone before the relevant Authorities to take a decision on the merits (reporting the infringement is enough).

V4P is also authorized to remove from its website any content that, for any reason and in its sole discretion, it considers is detrimental to its own or third party rights, is breaking the law or in breach of these terms and conditions.

When controlling the use of Services offered and contents published by Users, V4P is authorized to cooperate with the relevant administrative and/or legal authorities and, if the unlawful act by the User is considered an administrative offence or crime, V4P will allow these authorities direct access to the relevant content posted by the User.

#### **Art. 5 – Quality of the Services offered and exemption of liabilities for V4P**

The contents and Services of the website are provided to the User in their current legal and actual status.

V4P excludes any guarantee, with the widest meaning pursuant to laws, with regards to the offered contents and Services, their quality and suitability to attain the scopes pursued by the Users.

V4P is also relieved with regards to the access of its website and availability of the Services at any place and time.

In particular, V4P is not liable for the interruption of the Services due to extraordinary maintenance of the website, issues related to the security of the contents published by Users and any other event of force majeure.

V4P, despite actively checking the actual status of its website, does not guarantee that the latter is free of viruses related/linked to the contents published by single Users.

Under no circumstance, V4P will be deemed liable for damages of any type, due to the malfunctioning of its website and/or interruption of the offered Services.

V4P will never be deemed liable for any failure in transmitting a SCS to a recipient, for example and not limitedly to, due to antispam filters, server configurations and network devices, mail clients, non-updated browsers and operative systems, internet lines and connections.

V4P can modify at its discretion and without notice, the design, layout and/or configuration of its website and the availability of the offered Services, adding new ones, modifying or eliminating existing ones.

Moreover, V4P can modify the terms and conditions of use of the offered Services, as specified in this regulation, notifying and/or displaying them to its Users, during access/login phases. Any changes to the terms of use will not prejudice and/or modify in any way the rights (Benefits, paid Fees, etc.) previously acquired by Users.

#### **Art. 6- Term**

Registration to V4P is of unlimited time, unless specified.

#### **Art. 7 – Services offered by voice4people**

V4P's product range consists of SCS Discover, SCS Good Luck e SCS Charity.

##### **Art. 7.1 – Discover SCS**

Discover SCS is the free service that allows sending a word and an image chosen by the User, broken down in a puzzle. The User can send up to maximum 50 (fifty ) Discover SCS a day.

##### **Art. 7.2 – Good Luck SCS**

Good Luck SCS is the free service that allows sending a good luck message. The user can send up to maximum 50 (fifty) Good Luck SCS a day.

##### **Art. 7.3 – Charity SCS**

Charity SCS is an innovative service through which two individuals can communicate, giving to the recipient (or intended party) of the service, the possibility to make a donation pre-paid by the sender, choosing among the selections offered by V4P. The SCS Charity service requires the recipient to choose the body to devolve the sum pre-paid by the sender, selecting a Charity Area among those proposed by V4P. For example and not limitedly to, the following are considered Charity Areas: Wildlife, Art & Culture, Environment, Human Rights, Medical Research.

Each Charity Area features a sub-list of one or more Charities to which the amount donated by the recipient shall be allocated and devolved equally, within 40 days.

V4P charity choices are not the result of agreements undersigned with Charities, in relation to which V4P boasts no type of representation, collaboration, accord and business partnership or other bonds.

The list of Charities can be extended or modified upon users' input. Should a Charity express its intention not to take part in the indirect charity activity promoted by V4P, this shall be immediately removed from the Charity Area.

The Charities promoted by V4P and active for donations can be viewed at [www.scs4people.com](http://www.scs4people.com).

In order to transmit Charity SCS, the User shall pre-pay the amount foreseen as Charity Fee. Moreover, the Charity SCS service foresees that the User shall also pay for a Service Fee for the management of the service. These amounts can be viewed at [www.scs4people.com](http://www.scs4people.com).

Should the recipient of a Charity SCS fail to proceed with the selection of the Charity Area within 30 days from the initial transmission date (for any reason, for example and not limitedly to, antispam filters, server configurations and network apparatuses, mail clients, non-updated browsers and operating systems, internet lines and connections), in this case V4P will share the donation over all areas. The sum that V4P will devolve shall be the only Charity Fee.

The sums due to the Charities shall be transferred within 30 days from the end of each month and shall relate to the donations accepted in the relative month. Any Charity SCS sent and not yet accepted during the indicated period shall be credited to the Charity in the following term.

#### **Transparency towards Users and Charities**

Moreover, V4P, in order to ensure transparency of the donations, conceived a Charity Code matched to a single executed transaction, which is transmitted via email to the person making the donation and the subject who has pre-paid for it. This code gives the possibility to check the donation status, by logging in at [www.scs4people.com](http://www.scs4people.com). The User shall be registered to V4P to access said service.

#### **Art. 8 – Payment Methods**

All payments envisaged by V4P are carried out by credit card and/or other payment methods proposed by V4P, in compliance with the Italian law. All financial values shown on V4P are expressed and shall be paid by the User in Euro. Payments made by a User for the purchase of SCS Energy are deposited in special dedicated bank accounts until the amounts are paid to the relevant Charity according to the methods described below. These special bank accounts do not generate any income or interest receivable for the benefit of M&M Advisory Srl or the User. Any costs, taxes and exchange rate values applied by Banks and their Institutions to transactions carried out by Users for using credit cards may not be charged to M&M Advisory Srl for any reason. It shall be understood that all payments made by M&M Advisory Srl shall include VAT and/other similar taxes, if applicable.



Concerning amounts to be paid to Charity, a bank account in the Charity's name will be requested by M&M Advisory Srl. If this should not be available, M&M Advisory Srl will proceed with another payment method considered suitable and transparent for Users. M&M Advisory Srl will never be held liable for non-delivery to the recipient of a SCS, including but not limited to spam filters, server configuration and network equipment, email clients, browsers and operating systems not updated Internet lines and connections.

#### **Art.9 – Express Termination Clause and Interruption of Services**

The User is obliged to use the Services offered by M&M Advisory Srl in compliance with applicable provisions of the law, the principles of good faith and fairness and in observance of the provisions of these terms and conditions. Failure to comply with the above shall constitute breach of contract by the User and shall lead, ipso facto, to termination of the contract with M&M Advisory Srl following written communication to the User (by email to the address provided during Registration).

#### **Art. 10 – Processing of Personal Data**

By submitting information and/or data to the website, the User agrees to V4P processing the data provided, which shall be handled on the basis of and in compliance with D.Lgs. 196/2003 (Code on personal data protection)

#### **Art. 11 – Miscellaneous**

The entire contents of our website and the APP are protected by copyright and all rights are reserved.

Therefore, all the information, software used and/or tools published in this website are the exclusive property of V4P or any third party licensees.

All the published images are used by V4P pursuant to a formal non-exclusive license agreement for use.

The User may send comments and/or suggestions in regards to the Services offered by V4P through the Contacts section of the website: such suggestions can be accepted and applied by V4P without acknowledging any merit or remuneration to the User.

The User shall find constant information on the V4P website on all aspects concerning the supply of Services and the relationship between the User and V4P, especially regarding:

- Amendments to rules and regulations;
- Change to economic terms;
- Technical changes and procedures for the provision of services;
- New offers;
- Ability to check the status of available services;
- The User may send any communication to V4P filling the form on [www.voice4people.com/contacts](http://www.voice4people.com/contacts)

Communications from V4P to the User shall be sent to the email address provided by the User during Registration.

- If individual provisions of these terms and conditions are considered inapplicable, the inapplicable provision shall be replaced by another valid and applicable provision. This shall not in any way affect the validity and applicability of the remaining provisions.
- Without prejudice to the exclusions and limitations of liability contained in these terms and conditions, the User may not bring any claim or legal action against V4P concerning the website.
- The User has the right to unsubscribe from the contract with V4P, at any time and without giving any reason, to [www.voice4people.com/contacts](http://www.voice4people.com/contacts). Unsubscribing will lead to the removal of any data, document and/or information concerning the User from the website.

Users who cancel their Registration shall not be entitled to any refund.

Within the V4P platform, commas are used as the decimal separator and the dot character “.” is used as the thousands separator.

#### **Art. 12 – Jurisdiction – Competent Court**

Any dispute that may arise between V4P and the User concerning the interpretation and/or execution of the provisions of this contract shall be subject to the Ordinary Judicial Authorities and the competent court shall be Como.

#### **Art. 13 – Languages**

This document was drawn up in [Italian](#) and [English](#).

In case of doubt about the interpretation of the various languages, the Italian one will prevail as official language of company V4P.

#### **Art. 14 – Referral**

For any aspect that is not expressly regulated by this document, reference shall be made to Italian law in force. This contract cancels and replaces any other previous document covering the same subject.

#### **Art. 15 – Privacy Disclosure**

The Privacy disclosure is part of the V4P Terms and Conditions of use, which are binding for all users. V4P is committed to safeguarding and protecting the privacy of all Users of the website complying with all applicable laws and regulations while implementing all appropriate measures to provide all Users of the website with the greatest protection possible.

These regulations provide all Users with a detailed explanation of how V4P will use sensitive data provided by Users and collected by V4P when Users visit its website.

These regulations have been drawn up in full observance of and compliance with the provisions of D.Lgs. 196/2003.

##### **• Information collected**

In managing and operating the website, V4P may collect and process the following information on the User:

- a) Information on how the website has been used and visited, including details on the pages viewed and the resources accessed. This information also includes data traffic, geographical position, browser type, version of the operating system and duration of the visit to the website;
- b) Information on each and every transaction carried out by the User on the website;
- c) Information provided by the User when it communicates with V4P using any and all means;
- d) Personal data and information provided during Registration;
- e) Personal data and information provided for the purpose of using any service offered by V4P;
- f) Any other information that the User decides to send to V4P.



Users, which intend disclosing personal data of a third, party for whatever purpose must first obtain the third party's consent to disclose the personal data and to its processing by V4P pursuant to the terms of these regulations.

- **Use of information collected**

V4P primarily uses the information collected to provide Services to the User.

V4P also uses the data collected for one or more of the following purposes:

- To manage our website;
- To improve navigation of the website by personalizing some of its sections;
- To allow the User to use the services available on the site;
- To send invoices and statements to the User;
- To send commercial information and communications;
- To send information requested by the User;
- To inform the User of changes/variations relating to the website and the Services offered;
- To send the User communications relating to V4P's activities;
- To send the User communications relating to selected third parties that V4P believes may be of interest to the User;
- To provide selected third parties with statistical information that cannot be used for commercial purposes;
- To handle requests and complaints submitted by the User concerning use of the website;
- To maintain the website safe and prevent any form of fraud;
- To verify compliance with the terms and conditions governing the use of the website.

- **Data Disclosure**

V4P may disclose the User's personal information to employees, officers and suppliers if this proves reasonably necessary for the purposes set forth in these regulations.

V4P is hereby authorized to provide the User's personal information to any company legally linked to V4P (branches, subsidiaries, companies holding investments in V4P) or with service providers

V4P is also expressly authorized to disclose personal data to third parties in the following cases:

- If the information is required pursuant to the law;
- In relation to legal proceedings in progress;
- To establish, exercise or defend V4P's rights as well as to prevent fraud and reduce credit risks;
- To the potential purchaser or investor of any activity or part of activity of V4P.

- **Payment via credit/debit card**

All payments envisaged by V4P are done via credit/debit card and/or other proposed methods. The companies, which offer such services, may require the User to provide further information and/or register with them. This information will not be passed to V4P. For further information, we recommend that the User consults the terms and conditions and related privacy disclosure of the providers of such services.

- **Cookies**

A cookie is a file containing an identifier, which is sent by the server to the browser and stored in the browser.

Cookies provide information on the User's computer.

V4P may use cookies when it is shown to be appropriate to collect information on the User's computer and this allows V4P to improve and optimize its website and Services offered.

V4P may also collect information on the User's general use of the Internet through cookies. Cookies are downloaded from the User's computer and stored on the hard disk.

If a User does not want V4P to use cookies, it may refuse them by modifying the computer configuration and selecting the option to disable cookies.

Any V4P advertisers may use cookies over which V4P has no control. If these are used, they will only be downloaded if the User clicks on the advertisement.

- **International transfer of Data**

Information collected by V4P may be stored, processed and transferred to any country in which V4P operates directly or via its service providers. Information collected by V4P may also be transferred to countries that do not have data protection laws that are equivalent to Swiss legislation or to European legislation in general.

Personal information that the User submits to V4P for publication on its website shall be published on the Internet: this could make this information available worldwide through the Internet and V4P is not able to protect the use, misuse or abuse of such information by third parties.

- **Links**

V4P may include specific third party links on its website.

In this case, V4P declares that it is not involved in the policy for managing the third party websites and the privacy regulations applied. V4P therefore advises the User to review the privacy regulations of the third party website before sending it any personal data.

- **Security of Personal information**

V4P and all its service providers shall take all the appropriate technical and organizational precautions to prevent the loss, the misuse or alteration of the User's personal information.

V4P shall store all the information provided by the User on V4P servers and/or on those of its service providers.

V4P would like to remind its Users that the transmission of information and data via the Internet is not completely safe and V4P cannot provide full assurance regarding the possible misuse or illegal use by third parties of data provided by the User. It can only guarantee that it shall take all available measures to avoid and prevent this from happening.

- **Update of User data**

The user is requested to communicate to V4P any changes in personal data previously communicated to V4P.

V4P shall not be held liable in any way for the use and publication of data that is not up-to-date.

**I READ THIS DOCUMENT AND EXPRESSLY ACCEPT ALL THE TERMS, CONDITIONS AND PRIVACY POLICY CONTAINED IN IT.**

30<sup>th</sup> January 2017

**PURSUANT AND IN ACCORDANCE TO ARTICLES 1341 AND 1342 CIVIL CODE, I DECLARE TO HAVE READ AND EXPRESSLY APPROVE THE FOLLOWING CLAUSES:**

Art. 9 Express termination clause and service interruption; Art. 12 Applicable Law and Competent Court.

30<sup>th</sup> January 2017