

MOM PROJECT COMMUNITY TERMS & CONDITIONS

The website www.eu-mom.eu is the exclusive property of Associazione Piano C, with registered office at Via D'Orsenigo 18, 20135 Milan (Italy), Tax Code 97641830159 and VAT No. 09029700961 (hereinafter "**Piano C**"). It hosts the platform of the "*MOM - Maternity Opportunities & Mainstreaming*" project funded by the European Union under the Erasmus+ Programme (hereinafter referred to as "**Platform**" and "**MOM Project**" respectively). The Coordinator of the MOM Project is Associazione Piano C; the partners of the latter in the implementation of the MOM Project are:

- i) Ayuntamiento de Alzira, Calle Sant Roc 6, 46600 Alzira (Spain);
- ii) EUROMASC - European Masters of Skilled Crafts, Ryensvingen 2- 4, 79, Nordstrand, 1112 Oslo (Norway);
- iii) Fondazione Politecnico di Milano, Piazza Leonardo Da Vinci 32, 20133 Milan (Italy);
- iv) Inova Consultancy Ltd., with head office at 64 Ringstead Crescent S10 5SH, Sheffield, United Kingdom;
- v) International Platform for Citizen participation Sdruzhenie, UL. JK Trakia BL 96 BX E, fl.7, ap.34, 4023 Plovdiv (Bulgaria);
- vi) Life Based Value s.r.l., with registered office in via Cadore 26, 20135 Milan (Italy);
- vii) University of Thessaly- Special Account for Research Grants, with registered office at Giannitson & Lahana, Tsalapata Complex, 38334, Volos, Greece;

(hereinafter collectively referred to as the "**Partners**")

The Platform provides an online space to Users, as defined *below*, who, through it, can obtain useful information to understand the skills needed for employment, recognize their own skills, and especially the "*soft skills*" acquired as parents - which are fundamental for today's work environment - and develop self-awareness and their own strengths, learn useful tools for effective job searches, engage in networking with peers and share with them experiences, advice and resources.

This document sets forth the terms and conditions of use of the Platform (hereinafter, the **T&Cs**). By using the platform, the User accepts the T&Cs. In the event of disagreement with any term or condition, or subsequent amendments thereto, or in the event of dissatisfaction with the services offered by the Platform, the User shall have the right and duty to immediately stop using it.

Piano C has the power, but not the obligation, to strictly enforce the T&Cs, including, but not limited to, via the moderation of the Community and litigation in the competent courts.

1. Definitions

Content: files containing text, images, audio and/or video recordings, data and/or information organized in a database and in any case all files, materials, communications, documents and/or information in any format which a) the MOM Project makes available through the Platform, including any Content licensed by a third party; or b) which are transmitted, copied, sent, made available by Platform Users.

T&Cs: as set out in this document.

Personal data: all personal information relating to each User, including the name of the person, address and telephone number, which may be collected through the Platform.

Community: the community of Users registered on the Platform and who use its Contents and functionalities;

User: any person, natural or legal entity, registered on the Platform.

Platform: the website hosted on the domain <https://www.eu-mom.eu>, including any subdomains, any URL or portions thereof, mobile applications developed by or on behalf of Piano C.

Visitor: all natural or legal persons who visit the Platform without being registered.

Event: any "offline" meeting or event promoted through the Platform, in which Users are invited to participate.

1.2 Depending on the context, the meaning of a term used in the singular includes the plural, a term used in the masculine includes the feminine, and vice versa.

2. Platform Description

2.1 The Platform consists of an online platform through which Users can: a) view and obtain information about an Event; b) read text content; view videos uploaded to the Platform; answer questions; share multimedia resources (images, links, videos, PDFs) consistent with the Platform's purposes and complying with the law and best rules of online conduct; open a discussion on a dedicated forum; respond to an open discussion; comment on comments from other Users. Users have available an online space where they can share their experience and interact with the Community. It is understood that Piano C and the Partners have no control over the conduct of Users and disclaim any liability in this respect, to the maximum extent permitted by law.

3. Privacy

The User declares to have read the Privacy Policy regarding the MOM Project, available at <https://www.eu-mom.eu/en/public/213> as well as in the relevant section of the app, as amended from time to time; such Privacy Policy contains all the information necessary for the User regarding the acquisition and use of Users' Personal Data by the MOM Project.

4. User Account

In order to register and use the service, each User must first create a User account, providing personal data about him/her and a valid email address, which are essential for the proper functioning of the communication service among persons, and choosing a username and password. By creating a User account, Users certify that they are at least 18 years old at the time of their registration.

Access to a User account is possible through the use of credentials consisting of the username and password chosen by the User at the time of registration and

functional to identifying the User as the subject to whom the activity or services requested on the Platform should be referred.

Authentication credentials are personal, confidential and non-transferable. It is the User's responsibility to ensure their safekeeping and confidentiality at all times.

The User undertakes not to provide any incorrect or false information. In any case, Piano C and the Partners cannot in any case be held liable for any inadvertent, malicious or wilful inaccuracy or falsehood of the information communicated by the Users, and they will not be required to verify the exact identity of their Users, nor will they be able to confirm the identity of individual Users.

Each User undertakes to use only and exclusively the account created by him/her. Under no circumstances may the User use the account of a third party.

5. Piano C and Partner Responsibilities

5.1 Exclusion of guarantees

Users agree that the use of the Platform is entirely at their own risk and responsibility. The Platform is provided "as is" and "as available", without any warranty and/or liability of any kind. All express and implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent permitted by law, and, to the same extent, Piano C and the Partners disclaim any liability for the safety, reliability, timeliness, accuracy and performance of the Platform.

To the maximum extent permitted by law, Piano C and the Partners disclaim any liability for the transmission of computer viruses or other harmful components through or in connection with the Platform.

5.2 Limitations of liability

In no case will Piano C and the Partners be held liable for damages to third parties or Users resulting, directly or indirectly, from the use of the Platform or from any contract between Users or Visitors, or between them and third parties. This exclusion of liability covers, among others, direct, indirect, incidental, special, punitive and consequential damages, including: loss of profits, loss of data or loss of goodwill; computer damages; cost of substitute products or services; any damages related to personal or bodily injury.

This limitation of liability shall also apply to cases where Piano C and the Partners are informed of the possibility of such damages.

The damages referred to in this limitation of liability also include those that may result from: the use or misuse of the Platform, the inability to use the Platform, or the interruption, suspension, modification, alteration, or termination of the Platform.

This limitation also applies in relation to damages suffered as a result of other services or products received through advertising published on or in connection with the Platform or any link on the Platform, as well as information or advice received through or advertised in connection with the Platform or any link on the Platform. These limitations shall apply to the maximum extent permitted by law.

6. Content published on or through the Platform

6.1 User-generated content

Any Content published on the Platform, transmitted through, or made accessible through links on the Platform is the sole responsibility of the User from whom such Content originates.

Piano C reserves the right to remove any Content that, at its sole discretion, appears to be contrary to the law or these T&Cs, or infringes the rights, including intellectual property rights or confidentiality, of any person.

However, the User is aware that Piano C does not control and is not responsible for the Content made available through the Platform, and that, by using the Platform, the User may be exposed to Content that is offensive, indecent, inaccurate, unlawful or misleading.

6.2 Links to other websites

The Platform and related applications may contain links to third party websites or resources. Piano C and Partners are not liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services that are on or are made available by such websites or resources. Links to such websites or resources do not imply any endorsement by Piano C and the Partners of such websites or resources or the content, products or services available from such websites or resources. Users and Visitors shoulder sole liability and assume all risks arising from their use of such websites or resources, or the content, products or services that are on or are made available by such websites or resources.

Piano C and the Partners are also not responsible for the privacy policies or practices adopted on other websites. When a User or a Visitor to the Platform clicks on a link to another website or platform, the User or Visitor is responsible for reading the terms of use and any other regulations or policies applied by such website or platform.

6.3 User Authorization

Without prejudice to the foregoing, Users authorize, irrevocably and free of any charge, Piano C, and/or the other Users to whom Piano C grants such right, to use the Contents and any part or element thereof, without any restriction whatsoever, throughout the world, in perpetuity, and in any case for the entire duration of legal protection as established in any country in the world.

The above authorization shall also include, but not be limited, to the right to

- copy, distribute, display, perform, transcribe, publish, translate, adapt, modify and/or use any Content for any purpose (including promotional or marketing purposes) and in any form and by any means currently known or coming into existence in the future;
- publish, disseminate, disclose to the public and make available to the public the Content through the Platform, so that everyone can have access to it at the time and place chosen individually, in whole or in part, by any means and/or technology, and in any way (including interactive), that is currently known and/or developed in the future;
- for the purposes of the above, reproduce and modify the Contents in any way or form in order to comply with the technological constraints imposed by the manner the Platform operates;

- authorize other Users of the Platform to reproduce the Content in order to display it on their devices using the Platform.

The above rights are intended to be granted on a non-exclusive basis and therefore the User remains entitled to use the same Content in any form and manner.

6.4 User Statement

The User declares to fully and legitimately possess all rights relating to the Contents (by way of example, but not limited to: copyright, image and/or personality rights in general, trademark and other rights, privacy rights, portrait rights, etc.) that he or she publishes on the Platform.

The User expressly declares that where he or she does not fully own the rights to the Content that he or she publishes, he or she has been expressly authorized to use the Content by the third parties who own such rights, and is therefore fully entitled to grant the authorization to use the Content to the extent provided for in these Terms & Conditions.

The User agrees not to publish any Content if such Content and/or its use:

- is confidential;
- is false, obscene, pornographic, defamatory, or includes racist, violent, offensive, harassing content, or incites to commit crimes, or is otherwise illegal in Italy or in the place where the User uses the Platform, or under other applicable laws;
- violates the rules on the processing of personal data or the protection of trade secrets and confidential information;
- presupposes that the User is in possession of authorizations, rights or requirements under the law which the User does not have;
- infringes patents, trademarks, copyrights or other third-party rights;
- contains computer viruses or any program or software designed to interrupt, destroy, damage or even limit the functionality of any software, hardware or network equipment or the Platform itself;
- is in any way harmful to Piano C, the Partners, the MOM Project, Users, Visitors or third parties.

The User guarantees the good quality of the Contents he/she publishes and their suitability for the use for which they are intended.

7. Amendments

Piano C reserves the right, at its sole discretion, to modify the Platform and/or these T&Cs at any time and without prior notification. In the event of changes to these T&Cs, they will be published on the Platform, or this will be announced when the relevant applications are updated. The "Last Update Date" at the bottom of these T&Cs will also be updated. By continuing to access or use the Platform after the publication of a modification of the Platform, or of these T&Cs, or the sending of a notification of an amendment, the User accepts the Platform and these T&Cs as amended. Should the User find such changes unacceptable,

the only possibility will be to stop using the Platform, which the User shall do immediately.

8. Intellectual and industrial property rights

The intellectual property rights on the Platform and on the Contents uploaded by Piano C or by the Partners belong exclusively to Piano C or the Partners who have provided them; no rights on them are granted to the Users or Visitors. The intellectual property rights on the Contents uploaded by the Users remain the property of the Users who have uploaded them, without prejudice to the licence referred to in Art. 6.3.

It is absolutely forbidden for any User or Visitor to use the Content uploaded to the Platform by Piano C, by the Partners, by other Users, or by any other party other than the User or Visitor, in any way (other than merely displaying it on their devices for the purposes of using the Platform).

If a User or Visitor to the Platform believes that his or her intellectual or industrial property rights or other rights have been violated by a publication on the Platform by another User, within 48 hours of the discovery of such violation, such User or Visitor shall immediately send a written notice to Piano C at the following e-mail: dillo@pianoc.it.

To be effective, such notification must include:

- The physical or electronic signature of the holder of the right, or the person authorized to act on behalf of the holder of the allegedly infringed right;
- The identification of the Protected Content that is deemed to have been violated;
- Information reasonably sufficient to permit us to contact the reporting party, including an address, telephone number and, if available, an email address at which the reporting party may be contacted;
- Identification of the material that is believed to be the subject of unlawful activity and reasonably sufficient information to enable us to locate such material;
- A statement in which the aggrieved party states that he/she in good faith believes that the use of the material is not authorized by the owner of the rights (e.g. copyright) or by law;
- A statement in which the aggrieved party states that the information contained in the report is accurate and that the reporting party is entitled to act for the protection of the allegedly infringed right, to be the owner of that right, or to have been instructed by its owner.

The User agrees that, upon receipt of a notice of claim of infringement of intellectual property, Piano C may immediately remove the materials identified by the Platform without any liability towards Users or third parties.

9. Indemnification

Platform Users agree to release, defend, indemnify and hold harmless Piano C and the Partners, and their officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of, or in any way related to:

- their access or use of the Platform or the Content, or their violation of these T&Cs or applicable laws;
- the Contents processed, transmitted, copied, sent, made available by the User;
- User interactions with other Users.

Piano C reserves the right, at its sole discretion, to organize its defence with a defence lawyer of its own choice, against all legal claims, lawsuits or any other legal action to which this indemnity applies, without the User being able to object in any way.

10. Relationship between the parties

Piano C and the Users are independent parties, each acting in their own name and for their own purposes. These T&Cs do not create any bond of subordination, agency, representation, association, brokerage, partnership, employment relationship or franchising between Piano C and any User of the Platform.

None of the clauses contained in the T&Cs, or in the policies of the MOM Project, or in any other material can be construed as being such as to constitute, create, give effect to or otherwise recognize a company, an agency, a joint venture or a formal business entity of any kind, or to create a trust between the parties.

The rights and obligations of the parties are limited to those expressly stated herein and to those provided by law.

11. Applicable law and place of jurisdiction

These Terms of Use will be governed by and construed in accordance with the laws of the Italian Republic.

All disputes arising out of or relating to these T&Cs shall be submitted to the exclusive jurisdiction of the Court of Milan.

12. Additional terms

Piano C and the Partners are not responsible for the relationships that develop between Users.

The headings of the T&Cs clauses have a descriptive function and do not affect their interpretation.

The User agrees that the rights and obligations contained in these T&Cs, as well as any other documents that are incorporated into them by reference, may be freely and legitimately transferred by Piano C and the Partners to third parties in the event of merger or acquisition, or other similar event.

In any case, on the Platform, Users undertake to comply with all national and international laws and regulations currently in force and applicable to the use of the Platform. No waiver of these T&Cs shall be granted without a written authorization from Piano C.

All communications for the attention of Users will be sent to the e-mail address provided at the time of registration on the Platform. Messages and notifications are considered received 24 hours after an email is sent. Users will be entirely liable for

any consequences resulting from the fact that the email address provided by the User is incorrect or otherwise not working (e.g. because the mailbox is full and can no longer receive messages); consequently, if the email address provided by a User is not working, Piano C will not be required to seek other ways to contact a User, and may immediately disable such User's account.

13. Express acceptance

Pursuant to Article 1341 of the Italian Civil Code, the User expressly declares to approve the terms indicated in Articles 5.1, 5.2, 7, 8, 9 and 11.

Last update: 16/01/2019