



MELANDRI.CLUB Ltd.

GENERAL CONDITIONS

This contract defines the general terms and conditions of use of the services offered by **MELANDRI.CLUB Ltd.** with headquarters in 14/2E Docklands Business Centre - 10-16 Tiller Road - London. E14 8PX U.K. and operative office in Vul. Stryjska, 94/5 Lviv, 79026 Ukraine, (hereinafter, for brevity, also the "Company"), on its extensions accessible from smartphones and tablets.

1 DEFINITIONS

- a) "Site": the web portal accessible.
- b) "Platform": all websites, mobile or other applications, software, processes and any other service provided by or through the Site and its extensions usable from smartphones and tablets.
- c) "User": a natural or legal person who completes the registration procedure on the Platform by creating the Company's account in order to use the Professional Service (hereinafter also "Professional") as well as a person who sends a request via the Platform, using the Customer Service (hereinafter also "Customer") or who carries out any activity on the Platform.
- d) "Customer": a natural or legal person who requires the intervention of a Professional registered on the Platform in order to perform any of the services offered (hereinafter also "Customer Service");
- e) "Professional": a natural or legal person who professionally carries out any of the activities promoted on the Platform and who has registered as such on the Platform, in order to carry out such services for the benefit of the Clients (hereinafter, also "Professional Service").
- f) "Quote": the price of the Service that the Professional sends to the Client as an offer.
- g) "Content": text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, service requests, quotes, messages, reviews and other information or materials available on, or through, the Platform.
- h) "Platform Content": all content that the Company makes available on, or through, the Platform, including any content licensed from a third party, and excluding only User Content (as defined below).
- i) "User Content": all content submitted, posted, uploaded, or transmitted to or through the Platform by any user of the Platform, including, but not limited to, photographs, profile information, descriptions, postings, reviews, and payments made through the Platform, excluding only Platform Content and Company feedback.
- j) "Collective Content": the aggregate of User Content and Platform Content.
- k) "Lead Cost": means the amount that the Professional must pay the Company to send a Quote to the Client for the Service Request. Factors such as the Professional's location, profile information, win rates, and client satisfaction with completed work affect the number of job opportunities and commissions received by service providers.
- l) "Registration": registration procedure by creating an account on the Platform.
- m) "Customer Service": set of services including, for the registered user, the possibility and option to (non-exhaustive list):
 - 1. publish requests on the Platform for the provision of certain services in order to contact available Professionals;

2. evaluate the estimates received from individual Professionals;
 3. choose the Professional he/she deems most suitable to carry out the work he/she is looking for by sending the request;
 4. communicate with other registered Users who use the Platform;
 5. leave a review (identified as a "Verified" review), on the profile of the Professional in charge who has carried out a service for the Client, following acceptance of the offer received via the Platform.
- n) "Professional Services": set of services including, for the User who registers as a Professional, the possibility and option to (non-exhaustive list):
1. receive requests for the provision of certain services by Customers;
 2. evaluate which of the requests sent by Customers to respond to;
 3. pay the Lead Cost as described in art. 11 ("Fees") to respond to requests published by Customers on the Platform;
 4. respond to requests published by Customers by accessing the specific chat available on the Platform;
 5. send Estimates to Customers and agree on times and methods for the execution of the services offered;
 6. communicate with other registered Users who use the Platform, for example, but not limited to, photographs, profile information, descriptions, publications, reviews and payments made through the Platform, excluding only the Content of the Platform and the Company's feedback.
- o) "Platform Balance": the amount of money that the Professional has on the Platform, in his/her Account, to be able to send Quotes.
- p) "Services": the set of services offered on the Platform;
- q) "Contact" when the Professional sends an initial response to the potential Client.
- r) "Durable Medium": any instrument that allows the commercial user to store information addressed to him personally in such a way as to be able to access it in the future and for a period of time adequate for the purposes for which it is intended and that allows the identical reproduction of the stored information (see Article 2, No. 13 of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 promoting fairness and transparency for commercial users of online intermediation services).
- s) "Gift Voucher": the amount of the non-refundable gift added to the balance of the Professional's account by the Company, for promotional purposes. The assignment of gift vouchers is exclusively at the discretion and decision of the Company.
- t) "Service Request": a request submitted on the Platform by a Client to receive one or more quotes from the Service Provider(s).
- u) "Service Agreement": the status of the Request if the Client or the Professional confirm that the parties have an agreement between them.
- v) "Personal Data": any information relating to an identified or identifiable natural person («data subject»); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (art. 4 no. 1 of the General Data Protection Regulation, Reg. (EU) 2016/679, "GDPR").
- w) "Data Controller": the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its designation may be established by Union or Member State law (see art. 4 no. 7 of the General Data Protection Regulation, Reg. (EU) 2016/679, "GDPR").
- x) "Review": is an evaluation, through scores and comments, which assesses the reliability and

quality of the Professionals within the section dedicated to the Profile, reflecting their experience based on the work carried out by the Professional

2 PRESENTATION

Dear user,

Welcome to our Platform.

Before starting to browse and before registering, as part of our policy of correctness and transparency and in compliance with legal obligations, we invite you to carefully read these general terms and conditions (hereinafter, for brevity, also the "General Conditions") that regulate the use of the services offered through the Platform. It is understood that, for the purposes of this contract, the General Conditions include any note, legal notice, information or disclaimer published on the Platform, as well as the contractual terms referred to through links that connect to this page. Access, navigation, and, in particular, use of the Platform and its freely accessible functions (without prior registration) imply, in any case, the express acceptance of the contractual terms and conditions set out in these General Conditions, as well as the consequent obligation for each user to comply with them.

The use of the Customer Service and the Professional Service, for which registration is required, imply the express and complete acceptance of these General Conditions as well as the consequent obligation for each user to comply with them.

Therefore, in the event that you do not intend to accept these General Conditions, in whole or in part, or the terms and conditions contained in any other note, legal notice, information or disclaimer present on the Platform, we invite you not to use the Platform, nor the related services. All the general terms and conditions of the Platform are intended to refer to and be binding for the user who uses and/or in any way accesses the Platform.

Where the user uses the Platform on behalf of third parties, he/she declares and guarantees that he/she has the power to represent, oblige and bind the third parties themselves; in such cases, the acceptance of the General Conditions will be deemed to have been made also for the third parties who will be obliged to comply with them.

3 CHANGES TO THE CONTRACTUAL CONDITIONS

The Company reserves the right to update, integrate and modify, in whole or in part, at any time these General Conditions and each of the documents referred to therein, including the Privacy Policy.

The Company will communicate to the User with the means deemed most appropriate, and, in any case, on Durable Support, any changes made in relation to the General Conditions and/or the related Services offered by publication on the Platform.

The proposed changes will be valid and fully applicable starting from fifteen (15) days from the communication of the change ("Notice") by the Company.

The Notice period may be longer and will depend on the changes made.

In the event that the Notice period is longer, we will take care of notifying the User who can decide not to accept our changes and terminate the contract with us.

In fact, before the expiry of the Notice period, if the User does not agree with the changes, updates, additions to the General Conditions, we invite the User not to use the Platform and, if they are already registered on the Platform as a Customer or Professional, the User may proceed to delete their Profile by accessing the "Data & Privacy" section of the "Settings" menu and clicking on "Delete My Account Profile" and clicking on "Delete Profile", or they may also proceed as indicated in art. 5.5.

If the User decides to accept our changes and waive the Notice period, it will be sufficient to forward an email, with confirmation of acceptance of our changes (always to the email address above) or they may simply continue to use our services and this will indicate that the User has accepted our changes.

Please note that, in accordance with art. 3.4. of Regulation no. 1150/2019, the Notice period will not be applied by our Company and, therefore, the changes will be applicable immediately upon their communication, in the following cases:

- a) the Company is required to comply with a regulatory obligation;
- b) the Company must exceptionally modify its Conditions to address an unforeseen and imminent danger and related to the defense of online intermediation services, its consumers or other commercial users from fraud, malware, spam, data breaches or cybersecurity risks.

4 REQUIREMENTS FOR USE OF THE SERVICES

The Platform and the Services offered are intended for Users who have reached the age of 18 (eighteen), having full capacity to act and to validly enter into contracts and agreements for the provision of Services, as provided below.

When registering on the Platform and, subsequently, using the Services, the User guarantees that he or she is of age and has full capacity to act and to validly enter into contracts and agreements. The User also declares that the Personal and non-personal Data provided are true, correct, up-to-date, refer to the User (both in the case of a User-legal person and a User-natural person) or, in the case of a User who operates on behalf of third parties, that they are data entered with the consent of the third party, assuming all responsibility for the correctness and truthfulness of the information provided.

The Professional declares and guarantees that he/she has the means, knowledge, organization, organizational skills, also in terms of material and technical resources, necessary to guarantee the effective performance of the Services requested by the Clients and according to the methods agreed with the latter, also ensuring, in any case, the ability and expertise of the personnel and third parties that the Professional may decide to use.

The Professional declares and guarantees that he/she has all the necessary qualifications required by the applicable law to practice the profession declared at the time of Registration and also declares, where this is a necessary requirement to practice the profession according to the applicable law, to be registered in the relevant professional register.

The Company reserves the right to carry out any appropriate checks in this regard, also by consulting the relevant professional register.

The Professional understands and accepts that by creating and maintaining an account on the Platform, he/she avails himself/herself of the possibility of using it, in order to access the requests of the Clients, send them messages and schedule appointments.

The Professional understands and accepts that the use of the Platform does not guarantee in any way that the clients will choose him/her and opt for the Services that he/she offers.

The Professional and the Client understand and accept that the Professionals are mere Users of the Platform and that the Professionals are not employees, collaborators, partners or agents (or similar) of the Company, nor in a joint venture with it.

The Company, in accordance with the above, does not control, nor has any right or power in relation to the Services offered and provided by a Professional, the methods of execution of the same, except as expressly indicated in these General Conditions.

5 REGISTRATION ON THE PLATFORM

The navigation of some sections of the Site can also be carried out by unregistered Users, free of charge.

However, for the purposes of full and complete use of the Services offered by the Platform, it is necessary to register on the Platform and create a password-protected account ("Account").

5.1 MODALITY TO REGISTER TO THE PLATFORM

The User declares and undertakes to provide accurate, updated and complete information during registration or during the process of sending the request for a quote, as at any time of use of the Platform, and, in the event that there should be any changes in the data provided during Registration, it will be the user's exclusive burden and responsibility to inform the Company of the changes in the data promptly.

The User declares and agrees to be solely responsible for protecting the confidentiality of the password for accessing the Platform and to be solely responsible for all activities that occur on his/her Account, undertaking to immediately notify the Company of any unauthorized use of the Platform.

5.1 HOW TO REGISTER ON THE PLATFORM

To benefit from all the Services offered, Registration on the Platform as a Customer or Professional is required, which can be done by providing some information and data of a personal nature, indicating a valid personal telephone number and creating your own personal Account (hereinafter for brevity, also the "Profile"), through the relative procedure, illustrated and guided.

Following the completion of the Registration, you can access your Profile at any time to update or modify the data entered, including information relating to your preferences.

It is understood that you will be solely responsible for the truthfulness and updating of such information.

In the event that you do not complete the Registration procedure after having provided the telephone number and/or other data requested, you may receive a limited number of communications that will invite you to conclude the procedure, and will describe the service for which the registration procedure was started.

The User who registers as a Professional is simultaneously registered as a Client, and can consequently also take advantage of the Customer Service (as defined above).

5.2 E-MAIL

The User, who is defined as a natural person or legal person in Article 1.c, who uses the Platform Services undertakes to provide a personal or business email address, which he/she guarantees to have legitimate access to and to which he/she declares to access regularly.

The User also undertakes to promptly update his/her email address registered on the Profile in the event of a change to the same.

Profiles registered with email addresses belonging to persons other than the User or with temporary email addresses may be deleted by the Company at any time and without notice.

The Company also reserves the right to verify, validate and subject User Profiles to checks for the purposes of providing the Services where it has reason to believe that the email addresses provided are not valid and/or legitimately used and/or legitimately created.

5.3 INFORMATION REQUESTED BY THE CUSTOMER

5.3.1 TELEPHONE NUMBER

The User, who is defined as a natural person or legal person in Article 1. who uses the Services as a Client undertakes to provide a personal telephone number or a telephone number referring to the legal entity he represents, which he guarantees to have legitimate access to. When a Client creates a Service Request, the request will be presented as a job opportunity to Professionals through algorithms based on criteria such as the user's location, the nature of the work and the suitability of the Professionals.

In cases where the information provided is insufficient, unclear and/or requires confirmation, causing an interruption in the overall process of creating the request/receiving the Quote, the algorithm may decide to verify the request before presenting it as a job opportunity to the Professional. In these cases, the Client may be asked to verify his telephone number by receiving an SMS. To verify his telephone number, the Client will receive a text message (SMS) containing the numeric code. Additionally, the Customer may be contacted by telephone by the customer support

team to confirm the details of his/her Service Request and/or telephone number via phone call or WhatsApp message.

In this case, the Customer's telephone number may be updated by the customer service specialist in agreement with the Customer. The Customer's telephone number may be used by the Company to send service communications (e.g. communications relating to assistance, service requests entered, reviews to professionals, any interruptions, updates, changes to the Service, etc.) via the WhatsApp Business channel, in accordance with the Terms and Conditions of WhatsApp Business itself, available at the following link: <https://www.whatsapp.com/legal/business-terms?lang=it> .

The Company therefore reserves the right to suspend, block or temporarily eliminate inappropriate, inaccurate or incomplete applications.

5.4 INFORMATION REQUIRED BY THE PROFESSIONAL

5.4.1 REQUEST FOR PHONE NUMBER VERIFICATION

The User who uses the Services as a Professional undertakes to provide a personal telephone number, which he/she guarantees to have legitimate access to.

The Professional is aware that in order to use the Professional Service it is necessary to verify the telephone number entered in his/her profile.

Until the telephone number entered by the user is verified, the Professional will not be able to respond to requests received on his/her Profile.

To verify his/her telephone number, the Professional will receive a text message (SMS) containing the numerical verification code and will enter the code in the relevant field of the app.

The Professional is aware that the telephone number in his/her profile will be used for the sole purpose of verifying that the same telephone number entered is actually available to the Professional and will not be shared with third-party companies.

The Professional's telephone number may be used by the Company to send service communications (e.g. communications relating to Service Requests, payments, subscriptions, any interruptions, updates, changes to the Service, etc.) via the WhatsApp Business channel, in compliance with the Terms and Conditions of WhatsApp Business itself, available at the following link: <https://www.whatsapp.com/legal/business-terms?lang=it> .

5.4.2 REQUEST FOR TAX IDENTIFICATION NUMBER AND IDENTITY DOCUMENTS

The User who uses the Services as a Professional undertakes to provide the information and/or documentation requested by the Company.

If the User who has registered as a Professional is a legal person (company); information relating to Company Name, VAT Number / Fiscal Code, Address with street and house number, ZIP code, city and province will be requested.

If the User who has registered as a Professional is a natural person; data relating to Name, Surname, Fiscal Code, Address with street and house number, ZIP code, city and province will be requested.

Each description provided by the User is deemed to be made under his/her exclusive responsibility.

If the information entered by the Professional is in any case incorrect or misleading, the Company reserves the right to:

- request changes to your Profile information;
- request a copy of your identity document;
- request copies of documents needed to demonstrate the legitimate exercise of your profession;
- permanently block your Profile.

Please note that the Company reserves the right to carry out checks on the information entered in the Professional's Profile, as well as to request additional documentation, including, but not limited to, a copy of the identity card, diploma, tax certificate, etc.

During the document verification process, the Professional is invited to upload the documents requested by the Company. After the Professional has submitted the requested documents, the Company will conduct the necessary checks. The responsibility for determining the checks relating to the process, any additional actions required and the steps to be taken lies with the Company.

5.5 DELETING YOUR PROFILE

The User may proceed at any time to cancel their Profile by accessing the "Settings - Data and Privacy" section and clicking on "Delete".

The cancellation of their Profile by Users registered as Professionals will occur after the relevant Balance has been reimbursed on the Platform.

Following the cancellation request by the User, the data consisting of the fundamental attributes of the User are deleted from the main database and moved to a reserved space in the database where they are archived.

The company, as data controller, processes the data in accordance with its Privacy Policy to fulfill the responsibilities imposed on it by law.

6 LICENSES

By publishing Content on the Platform, the User grants the Company a perpetual, free, non-exclusive license without territorial restrictions to use, reproduce, distribute, transfer to third parties, sublicense, display the same, also in relation to the provision of the Services by the Company, as well as in the context of the services and commercial and/or advertising activities of the Company,

including, by way of example, the promotion and redistribution of all or part of the Site, in any format and through any distribution channel.

Users are not permitted to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, disseminate, exploit the Platform or the Collective Content, except as expressly permitted in these General Conditions.

If you download or print a copy of the Collective Content for personal use, you must retain all copyright and other proprietary notices contained therein.

In this context, no license and/or right is granted by the Company to the User expressly or implicitly, under any intellectual property rights owned and/or controlled by the Company or its licensors, except for the licenses and rights and powers expressly granted in these General Conditions.

7 USER - UPLOADED MATERIAL – USER RIGHTS, WARRANTIES AND DISCLAIMERS

The ownership rights of the User Content are owned by the User himself, who uploaded them through his Account.

The User is therefore solely responsible for the truthfulness, correctness, and updating of such Content as well as all the consequences of its publication on the Platform.

The Company declines all liability in relation to such Content, its confidentiality, use, publication and/or dissemination.

For the purposes of publishing the User Content, the latter declares and guarantees to:

1. be in possession of permits, licenses, rights and/or authorizations necessary to upload the Content to the Platform;
2. not publish material subject to third-party proprietary rights without having a license and/or formal prior authorization from the owner;
3. not publish Content that is harmful to the image of third parties, Content that is child pornography, violent, obscene, racist, defamatory, contrary to morality and public order;
4. not to publish Content that violates any of the provisions of these General Conditions;
5. not to publish links to third-party sites.

The Company does not endorse or make its own any opinion, judgment, opinion, notice and/or recommendation of the User, expressly declining any responsibility in this regard, and formulating in relation to such facts the broadest reservation of protection of its subjective positions in any venue.

It is understood that the Company is not responsible in any way for the Contents published by Users on the Platform, as well as for opinions and feedback and the ways in which they are expressed.

The Company will not carry out any preventive control, screening or examination of such Contents, reserving however the right to remove, at any time and with immediate effect, without any prior notice and at its discretion, the Contents and expressions, feedback, opinions, even the subject of Reviews, which appear to be non-compliant and/or expressed in violation of these General Conditions and/or in violation of the rights of the Company, Users and third parties.

Each User waives any claim, right and action against the Company in relation to the Content published on the Platform, including Reviews, which involve, even only in part, the dissemination of inaccurate, incomplete, false data and information and/or which in any case violate their own rights or those of third parties.

8 PROHIBITIONS

The User is prohibited from:

1. using another person's Account, without their prior and explicit consent;
2. registering on the Platform, if under 18 years of age;
3. using (i) machines, algorithms, software or other automatic functions to generate the calling of web pages and/or software and/or materials; and (ii) generating calls to web pages, through so-called "chain letters", emails or other means of any kind, through which a person or a group of people are requested to consult a page;
4. using any automated system - including but not limited to robots, offline readers, scrapers - to access the Platform, for any purpose, without the prior written approval of the Company;
5. taking any action that (a) may unreasonably burden the Platform's infrastructure; (b) interferes, or attempts to interfere, with the proper working of the Platform; (c) circumvents measures used to prevent or limit access to the Platform; (d) circumvents, disables or interferes with the security features of the Platform; (e) distributes viruses or any other technology that may harm the Platform or Users; (f) violates copyright, trade secrets or other third-party rights, including rights relating to data protection or publicity; or (g) circumvents or manipulates the structure of the Platform (as defined in these Terms and Conditions);
6. use the Platform in any way to evade payment of fees to the Company for access to the Services provided by the Platform;
7. collect and/or publish identifying Personal Data extracted from the Platform, including but not limited to names or other information on Accounts, or use the communication systems provided by the Platform for any reason not explicitly authorized by these Terms and Conditions;
8. publish false, inaccurate, misleading, defamatory or libelous data and/or information (relating to natural or legal persons);
9. violate any of the Terms and Conditions set forth herein, which govern the use of the Platform and its interactions with Users and third parties;
10. use offensive and/or rude communication language with a Client, a Professional or with the Company's employees;
11. offer any of the Services listed in Article 10, reported below, "Services permitted on the Platform" and on the Site page: "Security";
12. take any action that may compromise the effectiveness or accuracy of the Reviews;
13. have a poor quality of service, based on the logic of calculating the Reviews;
14. register as a Professional without possessing the legal requirements and suitability to perform the service;
15. use the Platform or related Services for illicit or illegal purposes or methods, even where not contemplated in these General Conditions;
16. use the Platform or related Services in a way that damages or in any way prejudices the Platform or the Company and/or interferes with the use of the Platform and the Services by other Users;
17. use the Platform or the offered Services in the event that it has been temporarily or permanently suspended by the Company;
18. transfer the Account (including accessories, such as Balance or Reviews) to third parties without the express consent of the Company, or create a new Account in order to request Services or offer

Services in order to circumvent restrictions and/or limitations imposed by these General Conditions or by the Company, also pursuant to the following Art. 13 “Abuse, fraud or damage – Suspension of Services, cancellation of the Profile”;

19. manually or automatically copy and/or collect, in any way, information about Users, including their email addresses, without their prior and explicit consent, given in writing;
20. publish contact information of other Users or third parties on pages of the Platform accessible to the public;
21. use the Platform to transmit material for advertising and/or promotional purposes to third parties or other Users without the prior written consent of the Company;
22. perform actions that (in the sole judgment of the Company) may cause an unreasonable overload of activity of the technological infrastructure and the system of the Platform;
23. circumvent the Company's tools for the exclusion of automatic search engine systems (robots) or adopt other procedures to prevent or limit access to the Platform;
24. spread viruses or other malware and harmful software, capable of damaging the Platform or preventing its full and correct use by Users.
25. publish on the Platform requests for Quotes (i) without intending to receive the Services described in the request for Quote or (ii) in sections or pages of the Platform not specifically intended for such purposes (iv) fictitious requests for Quotes (v) for commercial purposes (vi) for data collection (vii) for intermediation purposes;
26. create fictitious profiles or create multiple profiles, of which at least one has been blocked
27. publish Content in a different category or in inappropriate sections of the Platform not specifically intended for them;
28. manipulate the price of the services offered to the same Customer or engage in acts of unfair competition against other Professionals who offer identical or similar services;
29. not perform the services requested by the Customer following acceptance of the Estimate at the agreed times and places, without prejudice to the right to refuse to perform one's own service exclusively in cases of (i) non-fulfilment by the Customer or (ii) impossibility of ascertaining the Customer's identity (e.g. the data provided upon acceptance of the estimate, such as, for example, place and address for the performance of the service or telephone number, are false and/or inaccurate);
30. circumvent or manipulate the fee structure, the processing of invoicing or the fees owed to the Company;
31. insert, within the public sections, their personal or professional contacts to customers or in any way circumvent the chat and contact tool offered by the Platform. It is specified, in this regard, that:
32. if a Professional inserts any of his contacts within the public sections, the Company will adopt censorship measures to cover, in whole or in part, the contact provided to the Customer.

9 USE OF THE PLATFORM AND SERVICES

The User is required to keep the access credentials to his/her Profile, to keep them confidential, and is responsible for any use of the Platform made by anyone who accesses it using his/her credentials.

The User also undertakes to immediately notify the Company in the event of a suspected breach of the security of his/her Profile by writing to **support@melandri.club** .

The User is required to use the Services in compliance with these General Conditions, as well as with applicable laws and regulations, in compliance with the rights of Users and third parties and to use the Platform and Services in an appropriate manner and/or in compliance with common decency

and decorum (e.g. it is forbidden to: spam, upload obscene and/or blasphemous and/or defamatory and/or immoral and/or public order content).

10 SERVICES ALLOWED ON THE PLATFORM

The Company allows Users to offer and request services in a multitude of categories, including home maintenance, event planning, wellness, education, IT, web-related needs and more. The website and app serve as a reference to explore the list of available services.

The following are the services not allowed and prohibited on the Platform

1. **Product Sales:** The Company only allows businesses and professionals to provide services to customers, not products. We welcome professionals whose services can be provided with the help of products (e.g., consumable products or products needed for repair or replacement). However, a business based on the supply of products (e.g., cell phones, furniture, etc.) will not be accepted.
2. **Third-Party Services:** The Company only welcomes businesses that work directly with customers. Third-party services, proxy services, directory listings, or multi-level marketing systems are not permitted.
3. **Consumer Lending and Credit Services:** The Company does not allow consumer lending and credit services, debt consolidation, servicing, foreclosure, or refinancing.
4. **Sexual or sexual and/or libido-related services:** The Company does not permit sexual or sexual and/or libido-related services, such as: prostitution, exchange of erotic massages, exchange of contacts for the purpose of sexual encounters, etc.
5. **Event listings:** The Company allows event organization or catering services to register. However, it does not allow companies to promote participation in such organized events.
6. **Services outside of U.K.:** The Company does not allow Professionals to provide services outside of U.K. **Profiles in foreign languages:** The Company invites companies and professionals to provide a complete description of their services and to complete their profile. All this information must be written in English. The sporadic and isolated use of words in a foreign language is permitted, to the extent that this does not exclude the complete description of the Services and Profile in English. It is possible and permitted to promote the Services in multiple languages, one of which must necessarily be the English language.

11 FEES

The use of the Customer Service is free.

Professionals can offer their Services after uploading funds to their Balance on the Platform. In relation to the use of the Platform, the Company charges a Lead Cost. Professionals can upload a specific amount to their Balance on the Platform by paying with a credit or debit card or other payment methods accepted by the Company.

In order to quote the Service Requests sent to the Professional by the Company, the Professional agrees to pay the Lead Cost specific to such Service Request. The Company charges the Lead Cost to the Professional when he sends a Quote for a Service Request and immediately deducts the relevant amount from the Balance on the Professional's Platform.

Professionals can send Quotes to Customers, contact Customers, carry out an assessment visit and/or additional expenses for the services offered until obtaining a Service Agreement. Professionals acknowledge and agree that the Company does not guarantee a Service Agreement.

The Client may not see the Quote, may cancel the Request, may choose another person to work with. In these cases, the Professional may not request a refund for the Lead Cost. Professionals also acknowledge and agree that they are solely responsible for determining their own tax reporting requirements and for collecting sales and use taxes.

Gift Cards defined by the Company on the Balance on the Professional Platform have no intrinsic value and are not redeemable for cash. Lead Costs are charged from the Balance on the Platform in the following order: first with respect to the Professional's payments, then from the amount of the Gift Card defined by the Company, if any. The Company reserves the right to cancel these Gift Cards at any time.

Professional Quotes and/or information on Service Requests created by the Client or Professional on the Platform are for informational and communication purposes and are binding; Clients must enter into a written contract with the Professional and, in the case of advance payment, must obtain and retain the relevant document or receipt.

Clients make direct payment to the Professional after the execution of the Service, in relation to the total cost of the service for the chosen Estimate.

Clients cannot request these documents from the Company, as the Company does not perform and is not responsible for any of the Services requested by the Client. Unless otherwise established in the Services Agreement signed between the Client and the Professional, the Client has the right to cancel the project without any justification and without any penalty clause, provided that the service has not been performed and that the service has not yet started. In this case, the payments made will be refunded by the relevant Professional and cannot be requested from the Company.

Clients and Professionals acknowledge and accept that the Company has no liability in disputes that may arise between the Professional and the Client regarding payment, cancellation of the service, discount or refund.

The Company is responsible for invoicing towards the Professionals, in relation to the Balance on the Platform.

12 CONTENTS AND REVIEWS

By publishing content on the Platform, the User agrees to fully comply with these General Conditions and undertakes to comply with them.

The Company reserves the right to remove any content, in whole or in part, that violates the guidelines set out below or the General Conditions, or for any other reason, at its sole discretion

If a User believes that any content published on the Platform violates laws, contracts or is inappropriate or offensive, it is advisable to immediately notify the Company. In the event that the contents of the Platform are unpleasant for the User even if they do not violate laws or contracts, the

Company reserves any and all evaluation rights in this regard. The Review is a valuable tool for verifying the reputation, reliability and quality of Customers and Professionals.

For each User within the Profile there is a section that contains all the Reviews, including the relative score and comments of the Users with whom he has interacted.

For this reason, we invite you to be very careful and use common sense when leaving a Review. What is written as a Customer or Professional will remain permanently in the Profile of the User with whom the contract was concluded.

The Company's rules regarding the Review are aimed at creating commercial relationships based on fairness, good faith, diligence, trust and mutual respect. However, to ensure correct and non-abused use of the Review system, some essential rules must be followed. In particular, the User is prohibited from:

1. using the Review service for the purpose of extortion or any other illicit purpose or even for lawful purposes but not protected by law;
2. using the Review service for purposes other than those permitted under these General Conditions.
3. manipulating Reviews (e.g. leaving or receiving a Review with the aim of artificially improving the reputation of another User);
4. preventing, directly or indirectly, another User from leaving a Review (e.g. including in the estimates or in the conditions of the contract any indication that prevents the Customer from leaving a Review). It is added that it is not permitted to publish on the Platform, in the sections dedicated to Reviews;
5. Reviews related to work requested more than 1 year ago;
6. Reviews not directly related to the conduct and professionalism of a Professional or a job performed;
7. Reviews that do not represent the personal experience of the User
8. Reviews not related to the work performed by the Professional, such as comments of a political or social nature;
9. content that promotes or supports violent, illegal, dangerous, threatening, discriminatory activities, as well as blasphemies, vulgarity, obscenities;
10. content that violates personal freedoms and rights, intellectual property rights or confidentiality and privacy;
11. content used for extortion purposes;
12. commercial promotion of products or services;
13. content that reveals confidential information relating to the checks carried out by the Company's Verification team. In order to maintain transparent communication on our Platform, we prefer not to correct, modify, or delete reviews that are in line with our policies and Terms and Conditions.

13 ABUSE, FRAUD OR DAMAGE – SUSPENSION OF SERVICES, CANCELLATION OF PROFILE

The Company, at its sole discretion and depending on the severity of the violation found or being found, will have the right to permanently suspend or block the User's Profile, delete saved content or suspend the uploading of further content, or prohibit access to the Platform by written communication to the User, in the event of a violation by the User of the obligations set forth in these General Conditions.

In any case, the Company retains the right to adopt all further measures deemed appropriate, depending on the severity of the violation, including the right to prosecute any unauthorized use, or in any case contrary to the law, in the most appropriate civil, criminal and administrative courts.

The Professional is responsible for behaving and acting with diligence, competence, professionalism and undertakes to resolve any disputes that arise with the Customers.

Where the Professional does not guarantee a high level of professionalism and satisfaction of the Customers served, the Company will have the right to take one or more of the following actions:

1. request participation in mediation, arbitration or other alternative dispute resolution (ADR) processes.
2. initiate administrative, judicial or insurance proceedings.
3. suspend or permanently block the Professional's Profile from the Platform. The level of satisfaction by Customers is assessed on the basis of (i) Reviews published by Customers on the Platform as well as (ii) complaints and disputes initiated against Professionals for services not provided or not provided according to the methods agreed with the Customer.

14 LIMITATION OF LIABILITY

The activity carried out by the Company in the context of the Services offered on the Platform consists exclusively in offering Users a web portal where Clients can find the Professional they consider most suitable for satisfying their needs and Professionals can take advantage of an additional channel for offering their services.

In particular, the User acknowledges that the Company is not an "auctioneer" in the traditional sense of the term: the Platform is simply a place where anyone can describe personal projects and request quotes relating to the categories defined by the Platform, and where Professionals can prepare quotes and make offers to provide the requested services, at any time, from any Internet location, in any place, and in different ways.

The Company, through the Platform, makes available only some information to support the evaluation by the Client and to this end makes available the data and information provided by the Professionals in addition to the feedback released by the Clients under their exclusive responsibility.

Such information is not verified by the Company and it is, in any case, understood that the Company does not assume any responsibility for the same, without prejudice to the obligations in relation to the removal of illegal content of which it is aware or of which it becomes aware

In fact, the Company is not imposed any general obligation to monitor the information that the Company transmits or stores, nor to actively ascertain facts or circumstances that indicate the presence of illegal activities.

The Company, therefore, does not have control functions, nor is it active in the same area of expertise as the Professionals, declining - both towards the Clients and the Professionals, who expressly accept this limitation of liability - any liability arising from or connected to the relationship between Client and Professional, given the fact that the Company remains completely extraneous to such relationship.

Furthermore, the Company cannot verify the truthfulness and accuracy of the projects, estimates and offers published, or the ability of the Professionals to provide the indicated services and perform the services in the indicated manner, nor can it ensure that a Client or a Professional are able to complete the transaction.

It follows that the choice of the offer and/or estimate deemed most appropriate, as well as the choice of the Professional, are made by the Client in complete autonomy with the consequent assumption of all responsibility by the latter and this also with reference to the verification that the services provided by the Professional have been performed as specified in the request for a quote.

Therefore, the Company, in relation to the provision of services requested/offered through the Platform, is in no way a contractual party, interposed and/or implicit and/or indirect, of the Users and/or third parties, with the direct consequence that (i) it has no role in the obligatory and/or contractual relationship (as well as in the related responsibilities) that is established exclusively between the Clients and the Professionals, (ii) it does not carry out any control, nor does it assume any responsibility regarding the quality, safety, lawfulness and correctness of the provision of the services offered by the Professionals and possibly provided by the latter according to the methods agreed between the Professional and the Client.

The Company assumes no responsibility and, consequently, cannot be held liable for any profile of the offers and services made through the Platform, and, therefore, by way of example and not limited to:

1. the truthfulness and accuracy of the Content uploaded by Users to the Platform;
2. the estimates and offers published on the Platform;
3. the ability and professionalism of the Professionals in providing the services indicated or in carrying them out according to the methods agreed with the Client as well as in relation to the full satisfaction of the Client's needs and expectations with reference to the results obtained from the use of the service by the same;
4. the failure and/or incorrect performance of the service provided to the Client by the Professional, also in relation to any defects or discrepancies arising as a result of the conclusion of the same;
5. any financial and non-financial damages that the Client and/or third parties may suffer as a result of the failure or incorrect performance of the service by the Professional, who will therefore be solely responsible, in any capacity, towards the User and/or third parties;
6. failure or delay or incomplete payment by the Client of the fees due in relation to the services provided by the Professional;
7. the truthfulness of the information and data, including personal data, entered by the Users, any violation of third party rights, including violation of patents, trademarks, secrets, copyrights or other industrial and/or intellectual property rights, or failure to comply with any applicable law to the operations carried out through the Platform and any pecuniary and non-pecuniary damage suffered by the Users or by third parties in connection with any activity related to the use of the Platform.

Furthermore, the Company shall not be held liable in any way for:

8. any loss of goodwill or business reputation, profit, data, whether it is configured as direct as well as indirect or consequential;
9. any loss or damage, direct, indirect or consequential, that the Users themselves may suffer as a result of:
 - a. any reliance placed on the completeness, correctness or existence of any Content published by Users on the Platform;
 - b. any modification that the Company may make to the Platform or the Services, or for any temporary or permanent interruption in the provision of the same;
 - c. the deletion, corruption, or failure to store, any Content, as well as communication of data,

maintained or transmitted, by or through the use of the Services by the User;
d. the failure to send precise information by the User;

In any case, it is understood that any liability ascertained by the Company towards (i) the User-Professional or third parties may not in any case exceed the Fee paid by the Professional in the previous 12 (twelve) months or (ii) the User-Client may not in any case exceed the maximum amount of Euro 100.00 (one hundred/00). Any "badge" or "medal" present on the professional's profile, by way of example, but not limited to, "verified" or "certified", only indicates that the User has completed a process on his/her Account or has satisfied (internal) review standards, but does not represent anything else. Any description provided by the User is not approved, certified or guaranteed by the Company.

The Company offers a non-exhaustive list of safety tips to consider when you want to hire a professional.

The Company is not responsible for any damage resulting from interactions with other users.

15 INDEMNIFICATION

By accepting these General Conditions, the User - both Client and Professional - undertakes to indemnify and hold harmless the Company, as well as the representatives of the aforementioned and all the companies of the Group and their representatives, from any claim and/or demand and/or exception and/or request for compensation, including legal fees, caused and/or arising from the offer and/or execution of the services all promoted and provided through the Platform, as well as from the violation of these General Conditions or from the violation of any applicable law and regulation or right of third parties.

16 INTERRUPTION AND SUSPENSION OF SERVICES WITH RESPECT TO ALL USERS AND/ OR TO INDIVIDUAL PROFESSIONALS

Access to the Platform may be temporarily interrupted in the event of technical problems or to ensure maintenance of the Platform. Such interruptions will be communicated, if possible, on the Platform or in any case by sending informative communications via email and/or WhatsApp

At any time, the Company may make improvements and/or changes to the Platform and the Services if this is necessary for technical reasons or in order to comply with current legislation.

Finally, the Company reserves the right to cease, in whole or in part, the provision of the Services at any time and with reasonable notice in order to allow Users to perform services still in progress. In such cases, the Company will promptly notify Users via email and by notice on the Platform. If the Company decides to limit or suspend the provision of its Services to a specific professional in relation to the individual goods or services offered by such Professional, it will communicate to the latter in advance or at the time the limitation or suspension takes effect, the reasons for such decision using a durable medium.

While in the event that the Company decides to completely cease the provision of its Services to a specific Professional, it communicates to the latter, at least 30 days before the cessation takes effect,

the reasons for such decision using a durable medium. In any case, the notice period does not apply in the cases indicated in art. 4.4. of Regulation no. 1050/2019.

In any case, the Company, in the event of limitation, suspension or termination, provides the Professional with the opportunity to clarify the facts and circumstances within the internal complaint management process referred to in Art. 24 "Mediation introduced for online intermediation services" of these General Conditions.

The Company is not required to provide a reason if it is subject to a legal or regulatory obligation not to disclose the specific facts or circumstances or reference to the relevant reasons or if it can demonstrate that the Professional concerned has repeatedly violated the applicable Conditions, resulting in the termination of the provision of the set of Services in question.

17 INTELLECTUAL PROPERTY RIGHTS

The Company is the exclusive owner of the trademark "**MELANDRI.CLUB**".

No use of "**MELANDRI.CLUB**" is permitted without prior written authorization from the Company.

The Company is the exclusive owner of all intellectual and industrial property rights relating to the Platform, including, by way of example, the contents, texts, drawings, databases, know-how, software, data and information contained or connected to the same other than the Contents.

The Company does not grant any license to Users.

The User acknowledges that, except for the operations strictly necessary for the use of the Services, the reproduction, duplication, copying, sale, framing and/or scraping, resale, exploitation in any form, whether for a fee or free of charge, for private or commercial purposes, of all or individual parts of the Site and the Platform without the prior written authorization of the Company is prohibited and will be considered for all legal purposes a violation of the legislation on intellectual and industrial property.

Any use of the Platform for purposes and/or in ways other than those indicated in these General Conditions is to be considered abusive and not authorized by the Company

The Company reserves the right to pursue any unauthorized use, or in any case contrary to the law, in the most appropriate civil, criminal and administrative judicial offices.

18 LINKS – LINKS TO THIRD PARTY SITES

The Company assumes no responsibility for content created by or published on third-party sites to which the Platform refers via a hyperlink ("link").

The Company does not control such links and is not responsible for their content or their use.

The presence of links on the Platform does not imply any acceptance by the Company of the material published on such websites or any other relationship between the Company and their managers.

The User who decides to visit a website linked to the Platform does so at his or her own risk, assuming the burden of taking all necessary measures against viruses or other malware.

19 APPLICABLE LAW AND JURISDICTION

These Conditions are governed by and construed in accordance with British law.

20 PRIVACY POLICY

The Company will process the personal data of Users in compliance with the current legislation on data protection as defined in detail in the information on the processing of personal data, "Privacy Policy", available in the respective section of the Platform.

The Data relating to the list of professionals present on this website come from public registers, lists, deeds or documents accessible to anyone or are in any case provided directly by Customers and Users when creating an Account or during use of the Platform.

And they are reported here in full compliance with the GDPR.

For some services provided on the Platform, the data may be communicated to companies that collaborate or use the Company's services such as Professionals who offer their services through the Platform or other companies (hereinafter: "Partners") with the sole purpose of providing the services requested by the User.

In these cases, the Partners are independent data controllers, therefore the Company has no responsibility for the processing of data by them.

Furthermore, the Company is not responsible for the content and compliance with the legislation on the protection of personal data by sites not managed by the Company.

For any reports, please contact our Customer Service.

21 AUTONOMY OF THE PARTIES

The Company and the Users who use the services offered through the Platform are mutually autonomous and independent entities.

The use of the Services by the Users does not determine the emergence of any relationship with the Company, such as, by way of example and not limited to, subordinate employment relationships, collaboration, agency, association, mediation, intermediation.

22 FINAL PROVISIONS

If one or more provisions of the General Conditions are declared invalid or ineffective in whole or in part for any reason, it will be severable from the others and will not affect the validity and effectiveness of the other General Conditions or the execution of the General Conditions in their entirety or any other clause or provision.

The communications required pursuant to the General Conditions will be made by registered letter or by email to the addresses indicated by the User during Registration.

Any tolerance by the Company regarding User behaviors carried out in violation of the provisions contained in these General Conditions does not constitute a waiver of the rights deriving from the violated provisions or of any right and power of law and contract, as well as the right to demand the exact fulfillment of all the General Conditions provided for herein.

The Professional, in fact, uses the Services offered by the Platform for purposes related to any entrepreneurial, commercial, artisanal or professional activity carried out and therefore does not fall, by express legal provision, within the definition of consumer, and as a result, any consequent protection does not apply.

23 DISPUTE RESOLUTION

Our goal, in the event of disputes between the User and the Company arising from these General Conditions, is to provide neutral and economically convenient tools to resolve the dispute quickly.

Consequently, in such cases we invite the User or the Customer to contact us first in order to amicably resolve any dispute that has arisen or may arise.

24 MEDIATION INTRODUCED FOR ONLINE INTERMEDIATION SERVICES

The Company is subject to the application of EU Regulation 2019/1150 on “fairness and transparency for commercial users of online intermediation services”.

The Company has set up an internal complaint system pursuant to art. 11 EU Regulation 2019/1150.

In the event of:

- a) alleged failure by the Company to comply with the obligations established by the same EU Regulation 2019/1150,
- b) technological problems directly connected to the services provided by the Company,
- c) measures or behaviors adopted by the Company that are directly connected to the provision of the services, the Customer may submit a complaint pursuant to art. 11 EU Regulation 2019/1150, by sending a specific email to **support@melandri.club**

In the event that an out-of-court dispute has arisen between the Customer and the Company - not resolved even through a possible complaint to the internal system - such dispute may be referred to the following mediation bodies chosen by the parties.