

## **TERMS OF USE (updated on 1 September 2017)**

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By accessing or using the Website you confirm your acceptance of these Terms of Use and your agreement to be bound by them. If you do not accept these Terms of Use, do not use this Website. We reserve the right to terminate or suspend your access or use of the Website if either: (a) we reasonably consider that you have breached these Terms of Use, or (b) we consider it necessary to do so for security purposes.

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Loro Piana reserves the right to change, modify, revise, add or remove portions of these Terms of Use by updating this document, at any time and without prior notice to you. Changes to these Terms of Use will be communicated by placing a notice on this Website. We thus invite you to check these Terms of Use periodically. If you do not agree to any such change, you must discontinue the access or use of the Website. By continuing the use of the Website following the posting of changes you accept and agree to the changes.

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All rights, titles and interests in and to the Website and all of its content, including, but not limited to, its software or HTML code and other computer code contained therein, text, graphics, user interfaces, visual interfaces, scripts, artwork, photographs, images, designs, video, audio and written and other materials that appear as part of the Website (collectively, "Content") is owned by Loro Piana and/or its licensors. All Content is protected by applicable intellectual property laws, including but not limited to copyright, patent and trademark laws, and other laws and international treaty provisions on intellectual property rights.

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From time to time, we may modify, vary or withdraw (on either a permanent or temporary basis) some of the products and services and/or the features and specifications of those products and services, that are displayed on or made available to you through the Website, or make changes to the applicable prices for any such product or services, without notice. Our Terms of Sale also address the circumstances in which we may make changes to and/or withdraw products sold by us through the Website. You can read our current Terms of Sale at [www.loropiana.com](http://www.loropiana.com).

Although we will make any reasonable efforts to ensure that the information accessible on the Website is accurate and constantly up-to-date, to the maximum extent permitted by applicable law, we make no representation nor give any warranty as to the correctness, completeness, accuracy or currency of any information on the Website, including but not limited to products description, pricing and/or availability on the Website. The inclusion of any products or services on the Website does not

imply, warrant or guarantee that these products or services will be available through the Website if you wish to place an order for such products and/or use such services at any particular time. We have made every effort to display, as accurately as possible, the colors of our products that appear on the Website. However, the actual color you will see will depend on your computer settings and we cannot guarantee that your computer will accurately display our colors.

## **YOUR USE OF THE WEBSITE**

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You may not use any deep-link, page-scrape, robot, spider or any other automatic or manual processes to access, acquire, copy or monitor the Website or the Content or any portion thereof, or in any way reproduce the structure or presentation of the Website or any Content, or circumvent any copy-protection devices, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website.

You may not attempt to access any portion or feature of the Website you are not allowed to without authorization, or any other systems or networks connected to the Website or any Loro Piana server, by hacking, password mining or any other illegitimate means. You may not use anyone else's password or Account as below defined at any time without the express permission and consent of the holder of that password or Account.

You may not probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, or any other customer, or exploit the Website or any service or information made available or offered by or through the Website, nor use the Website or the Content for any unlawful purposes or for any purposes not allowed by these Terms of Use or solicit the performance of any illegal activity or other activity which infringes the rights of Loro Piana or others.

You shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website, or any systems or networks connected to the Website. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

## **REGISTRATION AND ACCOUNT**

Certain services or features offered on or through the Website may require you to register and open an account ("Account"). If you would like to create an Account, you will need to provide an e-mail address and password to access your Account. You are responsible for maintaining the confidentiality of your access information and for controlling access to your Account. You will be responsible for all activities that occur under your Account (including but not limited to any purchases of our merchandise made through your Account) unless you notify us that your Account is being used by a third party without your consent. Loro Piana cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. We may terminate your Account, at any time, and without prior notice to you if: (a) we reasonably believe that you are using your Account in breach of these Terms of Use, (b) we reasonably believe that a third party is using your Account without your consent, or (c) we need to terminate or suspend your Account for security or maintenance purposes.

## **CHAT**

The LiveChat! service is being made progressively available by Loro Piana to its Website users for the purpose of providing assistance during the sale, post-sale stage and for support while browsing the Website. To use the LiveChat! service one must provide its own name (or nickname) and e-mail address. The LiveChat! service must not be used for fraudulent, illegal, offensive purposes or in a way that might cause damage or risks to Loro Piana, its activities, reputation, employees, other users or any third party. Loro Piana reserves the right to suspend or interrupt the provision of the LiveChat! service in case of improper use of the same.

## **FEEDBACK AND OTHER COMMUNICATIONS**

Any feedback, comments, suggestions, ideas and/or other information (except for your personal information) (collectively, "Communications") that you submit to the Website, also through the LiveChat! service (as long as it is made available), shall be deemed non-confidential. We reserve the right to use such Communication on an unrestricted basis, including but not limited to copy, reproduce, publish, transmit, distribute, broadcast, display, post, modify, translate, incorporate in other materials and commercially exploit it in any other way. Loro Piana shall have the unlimited right to use any ideas, concepts, know-how, or techniques contained in any Communications you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. Loro Piana discourages you from sending us any information that you consider to be confidential or proprietary through the Website.

## **RESERVED PRESS AREA**

A dedicated reserved press area will be available on the Website ("Press Area"). Access to the Press Area will be permitted to journalists and authorized users only ("Authorized Users") and will be subject to registration. You may register for use of the Press Area by clicking on the "PRESS AREA" button on the Website homepage and you will be redirected to a registration form. You will need to fill in and submit the form online. We will review the information provided and will decide, in our sole discretion, whether or not to allow access to the Press Area. If you have been allowed access to the Press Area you will receive an e-mail to the e-mail address provided with the registration form including a temporary login and password, along with a url link to enter the Press Area. When first entering the Press Area, you will have to complete your registration by adding personal details and you will be prompted to change the temporary password. If you have been allowed access to the Press Area you may access and download the material posted and as allowed under applicable laws. We may verify what are the materials and information that you are interested in. We may terminate your Account, at any time, and without prior notice to you if: (a) we reasonably believe that you are using your Account in breach of these Terms of Use, (b) we reasonably believe that a third party is using your Account without your consent, or (c) we need to terminate or suspend your Account for security or maintenance purposes.

## **PRIVACY POLICY**

When you buy goods from, or otherwise use the Website including the Press Area above referenced, we may ask you to provide us with personal information about yourself. Personal information that you provide to Loro Piana through the Website shall be subject to our privacy policy. You can read our current Privacy Policy at [www.loropiana.com](http://www.loropiana.com). By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

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## **GENERAL TERMS**

These Terms of Use are governed by the laws of Italy without regard to any choice of law rules. You agree to bring any and all claims in connection with any disputes arising out of or related to the use of the Website or these Terms of Use exclusively in the Court of Milan (Italy) and you further consent to the jurisdiction of the Court of Milan (Italy) for any claims we bring against you in connection with any disputes arising out of or related to the use of the Website or these Terms of Use. For the avoidance of doubt, nothing herein shall preclude the right of Loro Piana to bring claims in connection with any disputes arising out of or related to the use of the Website or these Terms of Use in any court of competent jurisdiction, including but not limited to, the Court of Milan (Italy).

The Website is hosted by BT-INET.