

# TERMS AND CONDITIONS

These Terms and Conditions govern the use of the Wher application (from now on "the application") and of the website [www.w-her.com](http://www.w-her.com) (from now on "site"). The appellations "the application", "the platform", the "service", the "site", "Wher" indicate the Walk21 Foundation and affiliated websites (collectively, "Wher "). The term user ("user" or "users") refers to the customer who downloads either application and / or contributes by publishing content about the application.

Wher is an application that allow you to: (a) publish assessments and opinions related to the well-being perceived in the street by users (b) view information entered by users on the map (c) view information entered by the platform ("the application"). The application is only a service of communication and information, it does not intend in any way to represent that the use of the application can deter the occurrence of an unlawful act.

These Terms and Conditions are effective from the date on which the user downloads and starts using the application and may be changed from time to time.

The use and continued use of the application by the user constitutes acceptance of all the Terms and Conditions as well as any risks inherent in the application and service. The continued use of the application after the publication of any updates or changes to these terms and conditions constitutes acceptance of such changes.

## USE OF THE APPLICATION

The user provides the application with accurate, truthful and complete information (including, but not limited to, gender, age, ability and e-mail address) and to maintain accurate and up-to-date information.

In using Wher, the user guarantees (i) the truthfulness, accuracy, topicality and completeness of all information provided through the application; (ii) in case of registration of an account on Wher, to protect the data of their account, supervise and accept full responsibility for any use made by third parties; (iii) being over the age of 13, age limit for registering an account and publishing application fees; (iv) to be legally authorized to sign this agreement and to use the Wher application in accordance with all the terms and conditions included therein.

Wher does not knowingly collect information from users under the age of 13. Wher reserves the right, in its sole discretion, to deny access to the application to any user, at any time and for any reason, including, by way of example, in the event of violation of this Agreement.

## INFORMATION ON THE PRIVACY AND DISCLOSURE OF DATA

Wher undertakes to protect the privacy of users. Any personal data published on the application will be used in accordance with the Privacy Policy published jointly with this document.

## CANCELLATIONS AND CHANGES

All cancellations and modifications by the user must be made in the appropriate section of the app of Wher or communicated via email.

## RATINGS AND COMMENTS

Wher appreciates the opinions of users, through information and data provided to the application, comments, suggestions, ideas or other content (together with "content sent"). The user grants to Wher the non-exclusive right, not subject to copyright, unlimited, transferable, irrevocable and subjected to sublicense to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works, make publicly available and perform such content sent worldwide, by any means, unknown or conceived in the future, for any purpose; (b) use the name specified in connection with such submissions sent. The user grants to Wher the right to choose in

its sole discretion to attribute or not the authorship of comments or reviews published by users. The user also grants to Wher the right to prosecute any natural or legal person who is the protagonist of violations of the user's or Wher's rights with respect to the content sent through violations of this agreement. The user acknowledges and accepts that the contents sent are non-confidential and non-proprietary information.

Wher does not alter or exercise any control over the content sent by users, published on or distributed through the application and disclaims any responsibility for such content sent by users. Wher reserves however the right, for any reason and in its sole discretion, to remove without notice the contents sent by users.

Through the use of the application, the user explicitly accepts not to publish, upload, transmit, distribute, store, create or otherwise make public the following content through the application:

Content, data, information, text, comments, or other material ("content") false, illegal, misleading, defamatory, slanderous, obscene, pornographic, indecent, scurrilous, allusive, threatening or threatening to other people, intimidating, damaging privacy or advertising rights, offensive, provocative, fraudulent or otherwise objectionable to third parties, intended as natural persons and / or commercial businesses.

Content evidently offensive of the community, for example content that incites to racism, extremism, hatred or physical damage of any kind against individuals or groups.

Content that may constitute, encourage, promote or incite unlawful conduct, criminal offenses, give rise to civil liability, violate the rights of any party in any country of the world or that could otherwise give rise to liability for violation of local, state, national or international laws.

Content that provides information that incites to illegal activities, such as the creation or purchase of illegal weapons, the violation of the privacy of third parties or the distribution or creation of computer viruses.

Content that may infringe patents, trademarks, trade secrets, copyrights or other intellectual property rights or ownership of any part. In particular, content that promotes illegal or unauthorized copying of copyrighted material, such as counterfeit computer programs or links to them, information to circumvent copy-protected devices installed by the manufacturer, distribution of musical piracy or links to counterfeit music files.

Content that pretends to impersonate individuals or entities or that makes a false assumption of affiliation with individuals or entities, including Wher.

Unsolicited promotions or "spam", chain letters, electoral campaigns, advertising, contests, lotteries or petitions.

Content that includes commercial and / or sales activities without prior written consent, such as contests, sweepstakes, exchanges, promotions.

Third-party private information, including, by way of example, surnames, addresses, telephone numbers, email addresses, social security numbers and credit card numbers.

Content that contains pages with restricted or password-protected access, hidden pages or images (not linked to or from other accessible pages), viruses, corrupted data or other malicious files.

Content not related to the topic of the interactive areas in which such contents are published.

Content or links to content that, at the sole discretion of Wher, (a) violates the provisions contained therein, (b) are considered objectionable, (c) limits or inhibits the use or use of the interactive areas or the application by of other users, (d) that may expose Wher or its affiliates or users to damage or liability of any kind.

Wher disclaims all liability and provides no warranty with respect to contents published, stored or uploaded by the user or by third parties in the event of loss or damage. It also declines all responsibility in case of errors, defamation, insults, slander, omissions, false statements, obscene language, pornographic or profane. As an interactive service provider, Wher declines all responsibility in the case of declarations, representations or content

provided by users in any public forum, personal home page or other interactive area. Although Wher is not under any obligation to analyse, modify or monitor content published on or distributed through interactive areas, Wher reserves the right, in its sole discretion, to remove, analyse, translate, or modify without notice any published or archived content on the application at any time or for any reason, or to allow such transactions to third parties on their behalf. The user is solely responsible for creating backup copies and replacing the contents published or stored on the platform, assuming all the charges and expenses.

Any use in violation of these provisions constitutes a violation of this agreement and could entail, among other consequences, the interruption or suspension of the user's rights to the use of the application.

## ACTIVITIES NOT ALLOWED

The content and information on the application (including, without limitation, data, information, text, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, are the property of wher. Users agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works, transfer, sell, resell information, software, products or services obtained from or through the 'application. Furthermore, the user accepts not to:

- use the application or its contents for commercial purposes.
- access, monitor, copy the contents or information of the application using robots, spiders, scraper or other automatic means or manual processes for any purpose without the explicit written consent of Wher.
- take steps to impose or attempt to impose a disproportionate or unreasonable burden, at the discretion of Wher, on the application infrastructure.

## INTELLECTUAL PROPERTY RIGHTS

All content in the App (including the underlying material such as codes, software and databases) and the related copyright and other intellectual property rights, unless otherwise specified, belong to Wher or have been from the latter licensed. Intellectual property rights mean all conferred, contingent and future intellectual property rights including, but not limited to copyright, trademarks, service marks, design rights (registered or not), patents, know-how, industrial / commercial secrets, inventions, set-ups, rights relating to databases and any request for the protection or registration of these rights and all their renewals and their existing extensions in all parts of the world, already existing or created in the future, for which the licensor may be entitled.

## DISCLAIMER

READ THIS ARTICLE CAREFULLY. THIS SECTION INCLUDES THE LIMITATION OF WHER LIABILITY WITH RESPECT TO THE USE OF THE APPLICATION BY THE USER. IF THE USER DOES NOT INCLUDE THE TERMS CONTAINED IN THIS SECTION OR IN OTHER SECTIONS OF THE AGREEMENT, WE RECOMMEND THAT YOU SEEK PROFESSIONAL LEGAL ADVICE IN ORDER TO OBTAIN CLARIFICATIONS BEFORE ACCESSING OR TO USE THE APPLICATION.

THE INFORMATION AND THE SOFTWARE MAY INCLUDE INACCURACIES OR ERRORS, WHER DOES NOT WARRANT IN ANY WAY THE ACCURACY OF SUCH INFORMATION AND DISCLAIMS ALL LIABILITY IN RESPECT OF ERRORS OR OTHER IMPRECISIONS IN THE INFORMATION AND IN THE COMMENTS.

WHER DOES NOT PROVIDE ANY DECLARATION WITH RESPECT TO THE SUITABILITY OF THE INFORMATION, SOFTWARE AND CONTENT (CONTENTS OF THE APPLICATION). ALL INFORMATION, SOFTWARE AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NO CLAUSE OF THIS AGREEMENT CONSTITUTES THE EXCLUSION OR LIMITATION OF WHER'S LIABILITY ON (I) DEATH OR PHYSICAL INJURIES CAUSED BY NEGLIGENCE; (II) FRAUDULENT ACTIVITY; (III) FALSE DECLARATION; (IV) VOLUNTARY VIOLATION OR EVIDENT NEGLIGENCE; (V) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED UNDER THE LAWS IN FORCE.

IN ACCORDANCE WITH THE ABOVE, THE USE OF THE APPLICATION BY THE USER IS AT THEIR OWN RISK AND WHER DECLINES ALL LIABILITY FOR LOSS OR DIRECT, INDIRECT, MORAL, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, DAMAGE TO REPUTATION, DATA, LOSS OF CONTRACT, LOSS OF MONEY OR LOSS OR DAMAGES RESULTING FROM OR OTHERWISE CONNECTED TO INTERRUPTION OF COMMERCIAL ACTIVITIES OF ANY NATURE ARISING FROM OR OTHERWISE CONNECTED TO ACCESS TO, VISUALIZE OR USE THIS APPLICATION.

THESE TERMS AND CONDITIONS AND THE EXCLUSION OF LIABILITY ABOVE DO NOT INTERFER WITH THE RIGHTS THAT ARE EXPECTED IN VIRTUE OF IMPERATIVE STANDARDS AND NOT DEROGABLE FROM UK LAW.

## INDEMNITY

The user agrees to indemnify and hold harm from any complaints, actions, requests, restitutions, losses, damages, fines, penalties or other costs and expenses of any kind, including, by way of example, any legal and accounting expenses incurred by third parties and resulting from:

- violation of this agreement or of the documents referenced therein by the user;
- violation of laws or third-party rights by the user;
- use of the application by the user.

## AGREEMENT

The user accepts the Terms and Conditions of the service and consents to the collection and processing of personal data in accordance with Wher. The user further agrees that the Wher Privacy Notice forms an integral part of the Terms and Conditions of the service.

## APPLICABLE LAW AND COMPETENT COURT

This agreement and any dispute or claim (including disputes or non-contractual claims) arising from or in connection with it or its object or training are regulated and interpreted in accordance with UK law.

## ASSISTANCE

For questions or communications please write to: [network@walk21.com](mailto:network@walk21.com)