

# JOYFLO PLATFORM TERMS OF SERVICE AND CONDITIONS OF SALE

## SECTION I - GENERAL PROVISIONS

### 1. Purpose and Definitions.

The provisions of this section apply to the relationship between Platform Users and Joyflo in connection with the use and operation of the Platform and the Services provided through this Platform.

For the purposes of these Terms and Conditions, the following definitions shall apply:

1. **Joyflo** or **Developer**: the company Joyflo s.r.l. (ltd.) (F. C. and VAT number 05128720264), based in Paese (TV), via Pravato no. 50;
2. **Platform**: the digital service developed and distributed by Joyflo;
3. **Platform Interface**: any software, including websites or parts thereof and applications, notably mobile applications, operated by or on behalf of the Developer, necessary to provide customers with access to the Platform and the content and services offered by the Platform itself;
4. **User Account**: the individual profile corresponding to each User activated on the Platform;
5. **User**: each individual holder of a User Account activated on the Platform;
6. **Consumer**: the User who utilizes the Platform for purposes not related to the performance of his/her art, business or profession and who assumes the status of a consumer within the meaning of the Consumer Code;
7. **Professional User**: the User who utilizes the Platform for reasons related to the performance of his/her art, profession or business;
8. **Restricted Area**: the part of the Platform Interface, which the User can access using his/her login credentials, in which information, data or features associated with the User are accessible;
9. **Digital Content**: the data produced and delivered in digital format;
10. **Digital Services**: the services provided through the Platform or other digital tools that allow the User to create, transform, store data or access data in digital format or that allow the sharing of data in digital format, uploaded or created by users of such service, or any other interaction with such data;
11. **Consulting Services**: the professional services, other than digital services rendered by Joyflo or Third-Party Professionals, that can be purchased through the platform, such as specific agronomic consulting;
12. **Third-Party Professionals**: the entities, other than Joyflo, active on the Platform in the exercise of their business, art or profession that offer professional services through the Platform;
13. **Consumer Code**: the Legislative Decree No. 206 of October 8, 2005, as amended and supplemented.

### 2. Acceptance of the Terms of Service.

The User acknowledges that through the creation of a User Account, access to and use of the Platform he or she enters into a legally binding agreement governed by these General Terms and Conditions, which it expressly accepts.

### **3. Updating the Terms and Conditions.**

Joyflo may modify these terms and conditions at any time by notifying the User by means of a message or notice displayed in his/her Reserved Area and/or a communication to the e-mail address provided during registration. The new general conditions shall be effective from the date of publication on the Joyflo website, without the need for acceptance by the User.

This is without prejudice to the application of Article 18 in the case of changes that significantly affect Services and Digital Content purchased by the User.

### **4. Creation of the User Account.**

In order to make use of the Platform features, the User is required to register and create his/her own User Account, through the procedures provided in the Platform Interfaces.

Registration on the Platform is only permitted to natural persons of legal age, whether acting as Consumers or as sole proprietors, freelancers, or representatives of partnerships, corporations, or other entities.

The User is required to provide accurate and truthful data, and it is his or her responsibility to keep them up to date in case of any changes. The User assumes any responsibility for the accuracy of the information provided.

The User is obliged to diligently guard his/her access credentials and remains responsible for the acts and transactions carried out using his/her credentials.

### **5. Cancellation or deactivation of the User Account.**

The User Account is active indefinitely. The User may at any time withdraw from the contract and request cancellation of the Account using the procedures provided in the Platform Interfaces.

Joyflo reserves the right to deactivate the User Account and delete it, even without prior notice:

- if the user has used false, inaccurate data or data referable to a third party when creating his/her User Account;
- if the user has used the Platform to perform illegal acts or to violate the rights of third parties (such as, for example, rights of image, intellectual or industrial property);
- if the user performed actions aimed at harming the Developer or the Platform;
- if more than 24 months have elapsed since the last access to the User Account.

Joyflo also reserves the right to suspend the User Account as a precautionary measure, whenever there is a reasonable suspicion that the User has violated these terms or conditions or has engaged in conduct likely to harm Joyflo, the Platform, other Users or Third Parties providing services through the Platform.

The deletion of the User Account also involves the deletion of the associated Content and Digital Services.

## **6. Termination of Service.**

Joyflo may terminate the contract and deactivate the User Account or cease its services with a minimum notice of thirty (30) days.

## **7. Features of the APP.**

By creating his/her Account, the User is enabled to access the features available to his/her assignment profile, distinguished into Basic Features, Paid Features and Services, and Third Party Services.

**Basic Features** are the features of the Platform (including Content and Digital Services) freely accessible and freely usable by each User (e.g. basic garden creation, community participation, basic professional user profile creation).

**Paid Features and Services** are the Platform features, Digital Content and Services, digital and non-digital, provided by Joyflo against payment of a fee by the User (e.g., application card consultation packages, creation of professional showcases, promotion and marketing services, technical consultations, plant recognition features, creation of advanced gardens). Access to the Fee-based Features and Services is subject to the conclusion of a sales contract in the terms and conditions governed by this document and payment of the fee.

**Third Party Services** are the Consulting Services and other Digital Content and Services offered by Third Party Professionals through the Platform. With respect to such services, Joyflo merely acts as an intermediary and is not a party to the service or supply contract.

## **8. Restrictions on Use.**

The User Account may only be used by the natural person or legal entity to which it relates.

Transfer of the User Account or its licensing or leasing is not permitted.

## **9. User License**

The User is granted for as long as his/her User Account is active a free license to use the Platform.

The user license is personal and may not be assigned or sublicensed, nor may any rights to it or to the Developer's applications be transferred or assigned.

The user may use the Platform, related applications and interfaces for the sole purpose of using the services and features offered by the Developer or Third-Party Professionals that are integrated with the Platform.

It is not permitted to incorporate any part of the Developer's applications into applications developed by third parties.

Activities of "reverse engineering" of the applications, as well as activities of decompiling, recompiling, disassembling the applications for the purpose of creating software derived from those produced by the Developer are expressly prohibited.

No activities of "scraping", massive access, copying, reorganization of data that can be accessed through the Platform, whether it is a matter of data and information owned by Joyflo, or data or information owned by third parties, are permitted.

## **10. Intellectual Property**

Any content present or made available by Joyflo through the Platform Services in the form of text, graphics, logos, icon buttons, images, audio files, digital downloads, data collections, and software, is owned by Joyflo or its content providers and is protected by international laws and conventions on copyright and database rights. The list of any content present or made available through the Platform is exclusive property of Joyflo and is protected by international laws and conventions on copyright and database rights.

You may not systematically extract and/or reuse parts of the Services offered by the Platform without the express written consent of the Developer. In particular, you may not use data mining, robots, or similar acquisition or extraction devices to extract (once or more times) for reusing any substantial part of any Platform Service without the written consent of the Developer, including creating or publishing able to reproduce substantial parts of the Platform Services.

The User remains the full and exclusive owner of the copyrights and intellectual property rights to the content uploaded to the Platform (e.g., images, photographs, trademarks, logos) and content generated by the User using the Platform tools. The User also assumes full and exclusive responsibility for infringement of the rights of third parties resulting from the uploading of content, in any form, to the Platform that infringes copyright or intellectual property rights of third parties and undertakes to indemnify Joyflo against any damage that may arise from the violation of third-party rights.

## **11. Privacy and data processing**

As a data controller, Joyflo shall process the personal data collected from the User in accordance with the provisions of EU Regulation 2016/679 (GDPR) and Legislative Decree No. 196/2003, in accordance with the information available at the following address: <https://content.joyflo.com/en/app-privacy-policy-en/>.

If the Developer acts as a data controller, the relationship between the latter and the Data Controller is governed by the relevant Data Processing Agreement (DPA).

## **12. Limitation of Liability.**

The User acknowledges that the Developer does not guarantee the operational continuity of the Platform, and especially of its Basic Functionalities. Therefore he/she waives any claim against Joyflo due to service interruptions or suspensions.

The warranties given for the Digital Content and Services sold through the Platform remain unaffected.

## **SECTION II - PURCHASE OF DIGITAL CONTENT AND SERVICES PROVIDED BY JOYFLO**

### **13. Purchase of Services and Digital Content.**

The User may purchase Digital Content and Services provided through the Platform, such as, but not limited to: plant card consultation packages in the application, advanced features of the application (e.g., management of professional users' showcases, promotional communication sending services, plant recognition services from image, access to plant data sheets), consulting services provided through the Platform.

The purchase of Services and Digital Content is completed through the procedures defined in the user interfaces of the Platform (e.g., website purchases, in-app purchases, purchases through other platforms or electronic communication services).

The purchase is completed upon the User's approval of the Order confirmation.

The payment of the consideration, including taxes and any delivery charges that shall be indicated in the order confirmation prior to approval, shall be charged upon purchase in the case of prepaid services and content, while it shall be invoiced and charged at the end of the reference period in the case of postpaid services.

The payment of the consideration shall be made through one of the payment instruments accepted by Joyflo and indicated in the purchase procedure.

Delivery of the services and digital content is made by enabling the User to access the digital content or use the services.

### **14. Term of use of the Services.**

In the case of Services that provide for the enablement of specific features for a defined period, the User may use the purchased features until the expiration of the validity period. If there is no renewal of the purchase, the Services shall be automatically deactivated upon expiration and the User shall proceed to take out a new subscription.

In the case of purchasing Services or digital content that can be used on demand, they shall be used within twenty-four months, after which time the credits are cancelled without a refund entitlement.

### **15. Subscriptions with automatic renewal**

In the case of services offered under a recurring subscription formula, at the time of order confirmation the User shall receive information regarding the subscription duration and cost, mode of renewal (automatic or manual) and charging of costs, as well as the notice period for cancellation of the subscription.

The User shall be required to pay the subscription cost in advance and be able to use the services until their expiration.

In the case of auto-renewing subscriptions, the subscription shall be automatically renewed at the expiration of the term of validity for a period of time equal to the previous one, unless cancellation is manifested by the date of auto-renewal.

Automatic renewal shall be suspended if the payment method specified is unable to process the charge.

In the event of voluntary deactivation of the User Account or suspension or cancellation for any of the causes listed in Article 5, the User shall not be entitled to a refund of subscription fees.

In the event of withdrawal exercised in accordance with Article 16 or termination of the service in accordance with Article 6, the User shall be entitled to a refund of the fee paid in proportion to the period not used.

### **16. Consumer's Right of Withdrawal.**

The User may withdraw from exercising the right of withdrawal from the purchase of Digital Content and Services within fourteen days from delivery. This can be carried out by simple notice to Joyflo to be transmitted through the procedures that may be provided in the Platform Interfaces or by communication to the contact channels indicated in Section IV of these conditions.

The right of withdrawal is excluded when:

- Joyflo has already provided the Service and the User has expressly agreed to waive the withdrawal period for the purpose of allowing early provision of the Service;
- Joyflo has already provided the digital content by means of a non-material medium, if the consumer has given prior express consent to commence the performance during the withdrawal right period and thus acknowledged to waive the withdrawal right and Joyflo has transmitted order confirmation.

In case of withdrawal from the contract, the User shall refrain from using the digital content or digital service and making it available to third parties.

In the case of the sale of services that have been partially used or enjoyed, Joyflo shall be entitled to retain a portion of the consideration proportional to the amount of services enjoyed.

In case of withdrawal, Joyflo shall refund the price paid within the next fourteen days from the notice of withdrawal on the same payment method used by the User.

Joyflo may use any content, other than personal data, provided or created by the consumer during the use of the digital content or digital service provided if such content:

- a) is without utility outside the context of the digital content or digital service provided by Joyflo;
- b) relates only to the consumer's activity during the use of the digital content or digital service provided by Joyflo;
- c) has been aggregated by Joyflo to other data and cannot be disaggregated or can only be disaggregated with disproportionate effort;
- d) has been generated jointly by the consumer and other persons, and whether other consumers can continue to use it.

Except for the situations set forth in (a), (b) or (c) of the preceding paragraph, the User may request the Developer makes any content available to the User, other than personal data, provided or created by the non-professional User during the use of the digital content or digital service provided by Joyflo, in a commonly used, machine-readable format.

### **17. Warranty for services and digital content provided to Professional Users**

In relation to digital content and services provided to Professional Users, Joyflo shall only guarantee they comply with the description provided at the time of signing the supply contract and they work properly in relation to the technical specifications and use cases indicated.

Any warranty in relation to the operation of the digital content or services in the User's digital environment or in relation to particular configurations or interactions between hardware and software is expressly excluded, except where the hardware has been provided by Joyflo or Joyflo has provided installation, configuration or integration services.

Under penalty of forfeiture, the User shall notify Joyflo of any lack of conformity within eight days from discovery.

The warranty is effective for 12 months from the time of delivery.

### **18. Warranty for services and digital content provided to Consumer Users**

With respect to digital content and services provided to Users who qualify as consumers, Joyflo shall guarantee the conformity of the goods and provide the warranty for defects of conformity under Chapter I-bis of the Consumer Code.

The warranty shall be limited to conformity defects arising within two years from the time of delivery and may be enforced within twenty-six months from such time.

## **19. Modification of digital content or digital services**

Joyflo may at any time modify the provided digital content and services (e.g., by changing the available features, interfaces, modes and logic of operation) by giving the User fifteen days' notice, unless the modifications are due to changes made by third-party services or content used by Joyflo for the creation or delivery of its own content or services or if the modifications are necessary for security reasons or to comply with legal obligations.

If the changes affect to a non-negligible extent the User's use of or access to the digital content or digital service, the User may terminate the service within thirty days from the date of receipt of the information or from the time the digital content or digital service was changed, whichever is later.

## **SECTION III - AGRICULTURAL CONSULTING SERVICES**

### **20. Subject**

This section applies to the purchase and use of professional agronomic consulting services provided by Joyflo through external professionals accredited by Joyflo.

### **21. Basic consulting service**

By purchasing the basic consulting service, the User shall be able to formulate in the appropriate section from the Platform a request for professional consulting services in the field of agronomy.

The user's request for support shall be notified to external professionals accredited to the Platform for matters relating to the subject of the query and handled by the first professional who expresses willingness to take it on.

### **22. Advanced consulting service**

**By purchasing the Advanced Consulting Service**, the User shall submit a request for professional consulting by addressing it directly to one of the external professionals accredited to the Platform for matters indicated by the User, by selecting the date and time from the calendar updated with the professional's availability.

The delivery of the professional service shall take place through a remote interview delivered through the Platform, lasting sixty minutes.

In the event of the professional being unable to provide the requested consulting service due to force majeure, he/she shall be required to reschedule with the User via the Platform. If the User does not accept the professional's alternative availability, the User shall be entitled to a refund of the amount paid at the time of reserving the consulting service.

### **23. Guarantees**

External professionals guarantee the performance of the consulting activities provided through the Platform in accordance with the required professional diligence, taking into account the information and cooperation offered by the User.

Given the nature of the professional services provided through the Platform, Joyflo and the external professional shall not be under any obligation to guarantee that the User achieves the results or objectives for which he or she requested the consulting service.

## **SECTION IV - PURCHASE OF THIRD-PARTY GOODS AND SERVICES**

### **24. Brokerage Service**

In relation to the goods and services offered by third parties through the Platform, Joyflo merely performs a brokerage service, aimed at facilitating the signing of agreements and the performance of the basic services covered by the contract. Anyway it is not a party to sales contracts or professional assignments concluded between a third-party Professional and a User through the Platform.

### **25. Signing of the contract**

The contract between the User and the Third-Party Professional is entered through the procedures provided by the Platform.

The Third-Party Professional is required to provide all pre-contractual information regarding the nature and characteristics of the goods and services offered, as well as any other information that may be required by the nature of the contract or the parties.

Joyflo is not responsible if the information is not accurate or complete.

### **26. Performance of the contract**

The Third-Party Professional shall be required to execute the contract outside the Platform, using digital environments, communication channels and tools outside the Platform.

The Third-Party Professional and the buyer are liable for non-performance of the obligations assumed under the contracts executed through the Platform, in accordance with the provisions of the Civil Code, the Consumer Code and other applicable regulations.

## **SECTION V - COMPLAINTS, DISPUTES AND FINAL PROVISIONS**

### **27. Complaints and requests for assistance**

The User may direct requests for assistance and complaints regarding the Platform and transactions involving the purchase of Digital Content and services to the following contacts:

Joyflo s.r.l.

Via Pravato, no. 50

31038 PAESE (TV)

email: [info@joyflo.com](mailto:info@joyflo.com)

pec: [joyflo@pec.joyflo.com](mailto:joyflo@pec.joyflo.com)

## **28. Applicable law and jurisdictional court**

Italian law shall apply to these conditions, as well as to any contract and legal relationship arising under them, expressly excluding the provisions of private international law. The choice of law does not exclude the mandatory rights that the law recognizes to the non-professional User, pursuant to and for the purposes of art. 6 EC Reg. 597/2008.

All disputes relating to the validity, interpretation, execution of these terms and conditions and the contracts as well as legal relationships arising under them are subject to Italian jurisdiction and submitted to the jurisdiction of the Court of Treviso. Notwithstanding, if applicable, the more favorable provisions providing for the jurisdiction of the courts of the place of residence or domicile of the consumer pursuant to and for the purposes of the Consumer Code (Legislative Decree no. 206/2005) and EU Regulation 1215/2012.

This is also without prejudice to the consumer's right to use the online dispute resolution platform provided by the European Commission and accessible at: <https://ec.europa.eu/consumers/odr/>.

### **Specific approval of contractual clauses**

Upon registration, the user expressly approves pursuant to Articles 1341 and 1342 of the Civil Code the clauses contained in Articles 5, 6, 8, 12, 14, 15, 17, 19, 25, 28.