



Last Day Party Membership Agreement

Prior to interact with the Last Day Party social network, accessible on the web through the website www.lastdayparty.com, users must accept the Last Day Party Membership Agreement, allowing them to open a member account, participating to the Campaigns, submitting ideas, discussing them through votes, comments or evaluations, or suggesting to Last Day Party any other ad-hoc Challenge. The Last Day Party Membership Agreement governs the use of the Last Day Party social network. Accordingly, the Last Day Party Membership Agreement sets forth the rights and obligations of the Member. Subscription and utilization of the Platform are free and costless rights. Anyone can register to the Platform, with no discrimination based on race or ethical and political reasons.

Accepting the Last Day Party Membership Agreement is mandatory to use Last Day Party. Only users who have read and fully accepted the Last Day Party Membership Agreement can use Last Day Party social network.

This Agreement is concluded between Last Day Party and you, as member accessing and interacting with the applications, features and services provided by Last Day Party and is legally binding as to your use of the social network.

The Member states that he has the capacity to access into this Agreement, read and understand it. If the Member is below the age of 18 but at least 12 years old, he must have been authorized to use Last Day Party by his parents or guardian. All individuals and legal entities, acting alone or representing third parties, may use Last Day Party, regardless of whether they perform a professional, commercial or other activity. If the Member is acting in the name and on behalf of his employer, he must have been granted the relevant authority or power.

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Last Day Party Membership Agreement

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1) Definitions

"Last Day Party" means the social network available on Internet through www.lastdayparty.com, hosted and managed by Last Day Party Srls, incorporated in Marostica, Italy, allowing members to submit their own ideas, discuss and evaluate those of other members, and suggest ad-hoc challenges, as their contribution to the social evolution of the humanity in terms of democracy 2.0 and/or open innovation.

"Agreement" means the legal agreement between the members and Last Day Party that is the result of the acceptance of the Last Day Party Membership Agreement by the user;

"Members" means individuals, interacting with Last Day Party for their own use or on behalf of corporations or private organizations and/or entities, who subscribe in order to launch challenges or submit ideas and become member of the Community of Last Day Party;

"Challenge" is the suggestion made by the member for the launch of an innovation or democracy 2.0 campaign through Last Day Party.

"Campaign" means a call for contribution launched on Last Day Party and accessible to targeted members, following several criteria, including the user profile. There can consist in free contributions by the members or imply a budget for the members that have submitted an idea chosen as winner by the administrator of the challenge itself in case of a remunerated competition.

"Administrator" or "Campaign Manager" means the person that is enabled to manage campaigns, change the state of them on the workflow, approve or reject ideas, moderate the discussions, choose the members asked to evaluate the ideas.

"Idea" means the content, in terms of text and multimedia files, such as photos or videos, uploaded on Last Day Party by the members in the participation to a Challenge or in the suggestion of a new one.



"Rules" means the terms and conditions issued by an Administrator for each Campaign and setting forth the use of the Ideas submitted and the contributions by the members.

"Personal Data" means the data provided by the Member at the moment of the subscription and stored by Last Day Party Srls.

2) Description of Last Day Party social network

2.1) Campaigns and Challenges

Last Day Party operates a crowdsourcing social network for hosting contributory content for the purpose of delivering content by leveraging a community consisting of creative members.

The Members and/or Last Day Party and/or the Partners shall launch to the Community the challenges, in response to which Members submit Ideas, which will be then voted and commented on by all, to bring out the best before to be evaluated by a Jury according to various criteria weighted by the Administrator of the same campaign, involving Experts for advice and rewarding the best contributors.

2.1.1) Submission of Challenges

The Members and / or Last Day Party and / or the Partner, when launching a Challenge, indicate the title and references according to the form presented by the system.

The Member can define a Target of Members able to interact with the Challenge, the categories of interest or other criteria, such as geographical or personal.

The Member presenting an ad hoc Challenge, may be contacted by a Last Day Party Administrator at the email address provided at the time of registration, in order to define the details of the campaign and the conditions of an additional partnership agreement for its formalization, and official publication, on the Last Day Party social network.

The Campaign, once launched, is displayed to the targeted users along with other Campaigns within a Home page Carousel, as well as in the Campaigns section and in a system page dedicated to the challenge itself.

2.2) Discussion and Submission of Ideas

Participation in a campaign is subject to the creation of a member account on the Last Day Party social network and acceptance of the rules of the campaign.

Members can present ideas through a simple form consisting of a title and a description, possibly filling other optional fields and choosing one or more categories, within the time limit set by the campaign administrator for the relative duration of the open submission phase.

Ideas submitted cannot be modified or erased by the Members. Administration only has access to the contents and has the right to modify or erased submitted ideas.

The submission may be public or confidential: when a submission is "public", the contributions are available online without restrictions; when a submission is "confidential", the Contributions can only be viewed by the Campaign Administrator.

The files containing the Contributions uploaded by the Member must comply with the technical specifications published on the Last Day Party social network which can be changed from time to time.

The Member warrants that the files and data provided must in no case be original, but a copy of the originals that must be kept by the Member. The User acknowledges and accepts that Last Day Party assumes no responsibility for the loss of files or data transmitted by the Member.



The purpose of the Campaigns is to allow Users to submit Contributions to be selected by the Campaign Manager and then used by this Campaign Manager under the conditions defined in the Rules. The conditions of participation, in particular the guidelines concerning the accepted requests, are defined in the Rules issued for each Campaign, if any.

Members can vote and / or comment on the different ideas presented by other members, attach files and rich media, subscribe to favorite ideas, receive email alerts, participate in the gamification process through a points-based incentive system and find discussions about interest through powerful search capabilities.

Members can share their or other ideas on other social networks.

2.3) Expertise

The Experts in the Community can be asked by the Administrator of a Campaign.

The Administrator can send through the system an invitation to the selected experts, who will provide an expertise by a fixed date.

2.4) Evaluation

After the end of the submission and discussion period, the Administrator of the Campaign creates a Jury, composed by several members, which evaluates the Ideas through an evaluation score-card, based on various weighted criteria.

The system will then present each idea evaluated with the numbers of evaluators and the summary score.

2.5) Decision

The system makes it possible to summarize the evaluations of the Jury and to carry out analysis of ideas, by several criteria or through the final score.

In addition, advanced reporting and statistic tools enable Administrators and Campaign Managers to decide which idea will move to an implementation stage.

2.6) Project

In the end, a project resulting from the submitted ideas can be created.

The Platform provides project management tools that allow Administrators and Campaign Managers to nominate project managers, manage tasks, measure deadlines and visualize a Gantt chart for each of the ideas the Jury has suggested to implement.

2.7) Assignment of intellectual property rights and payment

The Campaign Administrator, after the selection of the winning Idea/s, contacts through the system the Member/s whose Idea/s are selected for the adjudication of the Prizes set forth in the Rules. At the same time, the property rights of the winning Idea/s are attributed on an exclusive basis by the Campaign Administrator.

The property rights stemming from public discussion, since public, will not be of property of the Campaign Administrator.

On the contrary, the confidential discussions will originate rights owned by the Campaign Administrator, unless different agreements.

Unless stated otherwise, amounts indicated in the Rules of the Campaign are paid by the Campaign Administrator to the Member defined in the Member account used to upload the Idea selected as winning, within the timeline defined.



To get their Prizes, Members who are selected as winners must have a valid Member account at the time of payment.

The winners are responsible for the declaration of these payments to their tax authorities and for the payment of all taxes and any social security charge at applicable rates which may be due as a result of receiving these prizes, where and to the extent applicable. In case of conflict between this Membership Agreement and the Rules, the latter shall prevail.

In addition, the Campaign Administrator has the right to finance the best ideas, extend job offers or partnership agreement with the Members, through private agreement with the Members.

3) Registration and Member account

The Member may only submit contents to the Last Day Party social network once he/she has signed in through its Facebook Account or has created a Member account and has agreed to the Last Day Party Membership Agreement.

All contents submitted by the Members cannot be erased, even after deletion of the profile.

When the Member registers on the Last Day Party social network, he/she must choose a username and password in order to access his/her Member account. Any use of the Last Day Party social network through it shall be deemed to have been executed by him/her. Member is responsible for all use of Last Day Party Platform made using his/her username. Accordingly, the Member undertakes to keep his username and password confidential.

When registering on Last Day Party social network, the Member must provide clear and accurate personal details in order to be identified in the event of a dispute. Providing the full name is compulsory. Any information that turns out to be false or libelous may bring about the closure of the Member account.

When registering on Last Day Party social network, the Member must provide personal information related to its skills and profile, in order to allow the System to target the Members.

Unless provided otherwise, Last Day Party Platform is available anywhere, as long as the minimum technical requirements are met, particularly in terms of access to the Internet, mobile phone network, compatibility of technical equipment used. Given the global nature of the Internet, the Member agrees to abide by all the rules of public policy relating to the behavior of Internet users and enforceable in the country from which he uses the Last Day Party social network.

Where the assessment reveals that the requirements of verifiability and controllability are not met, accounts can be deleted by the system administrator.

4) Prohibited Content

The Member undertakes not to upload on Last Day Party social network illicit content, of any kind or any nature:

- which is an infringement of an intellectual property right, an unfair competition/passing off;
- which constitutes justification of crimes against humanity or war crimes, Nazism, justification of other crimes, offences or fines, a denial of the existence of crimes against humanity or known acts of genocide; a violation of human dignity;
- which encourages to commit fines, offences or crimes of any kind whatsoever including terrorist acts;
- which is violent or pornographic, pedophilic or likely to violate a minor's right;
- which is a breach of public order or decency;
- which is defamatory, libelous, or insulting of or to any individual or legal entity;



- which is racist, xenophobic, a denial or likely to damage anyone's reputation, which provokes discrimination, hatred or violence vis-à-vis an individual or group of individuals on account of their origin, sex, family situation, physical appearance, family name, health, disability, genetic characteristics, morals, actual or assumed sexual tendencies, age, political opinions, union activities, actual or assumed adherence to an ethnic group, nation, race or religion;
- which is an invasion of privacy or which breaches privacy or any right of publicity;
- which contains any virus, worm, Trojan horse or any computer file or program that is liable to interrupt, totally or partially destroy or restrict the functions of any computer or IT network that has any (distant or close) relation with Last Day Party social media's activities;
- which threatens a person or people;
- which breaches confidentiality of private correspondence;
- which allows a third party to acquire, directly or indirectly, pirated software, software that allows acts of piracy and intrusion into computer systems and telecommunications, viruses and other logic bombs and generally any software or other tool which allows to infringe the rights of others and to endanger the safety of persons and property;
- and/or which breaches or is contrary to applicable laws and regulations.

When uploading his every Submission and as long as he uses Last Day Party social media, the Member warrants that the Submissions are not prohibited content.

5) Rules of good behavior

The Member undertakes to act with courtesy towards other Members and other Members' Submissions. Thus, the Member abstains from denigration and from publishing messages or comments that constitute pornographic, racist, pedophile content or messages that are likely to violate a minor's rights; abusive, defamatory, libelous, violating the rules of courtesy; and more generally messages which breach or are contrary to applicable laws and regulations.

Furthermore, the Member undertakes not to upload promotional messages for products or illicit or regulated services (including tobacco, alcohol, drugs, weapons); not requested or unauthorized promotional messages; to formulate sexual proposals to an underage; to harass other Members; to give information linking towards other sites (either by hyperlinks or by the provision of information) whose contents would be likely to contravene any law and regulation in force, and in particular would be likely to violate people's rights and to endanger the safety of goods, and/or the intellectual property rights; to upload messages which are likely to harm Last Day Party or a Member or likely to damage Last Day Party's or a Member's image or reputation; to communicate or to propagate rumors; to use the Last Day Party social media for promotional purposes and generally to offer products and services against remuneration in a direct or indirect way, except specific and distinct contract with Last Day Party; and/or to collect and store personal data related to other Members. Full names must abide by rules of good behavior. Erotic, pornographic, racist, violent full names are prohibited as well as full names which copy a commercial brand, a famous brand.

6) Intellectual property

The Member grants Last Day Party and its affiliates, the non-exclusive right to use, reproduce, print, represent, broadcast, display, communicate, transmit, and to modify reasonably required, the Ideas and comments which are public, in whole or in part, either associated with other works or not of any nature whatsoever, for the following uses: broadcasting on the Internet and mobile phone networks in order to provide the Last Day Party social media; uses in all media and all formats for the promotion, advertisement and presentation of Last Day Party's activities, as well as for internal and



external communication, press release, sales documentation, public relations, direct or indirect marketing, and corporate communications; use (internal use and communication to third parties) of the Submissions for market research activities, research and development which include, but are not limited to, the analysis of the Submissions, the analysis of ideas and concepts embodied in the Submissions, the generation of insights, establishing and/or using consumer panels to assess reactions to the Submissions and to ideas and concepts embodied in the Submissions, with no number limitation, the right to print on documentation used internally and externally for the analysis of the Submissions. This license is granted for free and on a worldwide basis. It takes effect when the Submissions are uploaded on the Last Day Party Platform and for the legal duration of protection of the intellectual property rights upon the Submissions.

7) Warranties

The Member warrants that Last Day Party shall peacefully enjoy and exercise the rights attaching to the Submissions pursuant to the terms of the Last Day Party Membership Agreement.

Accordingly, the Member shall indemnify and hold Last Day Party harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by Last Day Party in relation to: (1) any breach of this Agreement by the Member; (2) any threat, claim, action, demand or proceeding by a third party that the use of the Member's Submission by Last Day Party in accordance with the Last Day Party Membership Agreement infringes, or may infringe, the rights, including intellectual property rights, of a third party; (3) his use of the Last Day Party social media.

In this respect, the Member warrants that he/she has obtained written permissions of all the people represented on the Submissions, or of their contractual or legal representatives, in order to use their image, allowing the Member to make commitments under this Agreement. The Member irrevocably undertakes to provide at any time any written proof or a copy of all written documents confirming such authorizations.

The Member warrants that he is the sole proprietor of the granted intellectual property rights. In the event the Member is not the sole proprietor of the aforementioned rights, he irrevocably warrants that, before making his Submissions available, he obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Submissions or from the copyright collecting societies representing such proprietors allowing the User to make commitments under this Agreement, in his own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the Member irrevocably undertakes to provide any written proof or a copy of all written documents confirming such authorizations.

As a result, the Member shall pay all amounts owing to the said proprietors of intellectual property rights and said copyright collecting agencies in respect of the reproduction, representation and exploitation, free of charge or for valuable consideration, of the Submissions. The Member warrants that he has not assigned, licensed or transferred to a third party, by any means, some or all of the rights to the Submissions, including any right of first refusal, preferential right or option under conditions that would prevent him from entering into this Agreement, and undertakes to refrain from doing so for as long as the Member makes his Submissions, in terms of ideas or comments, available on Last Day Party social network.

The Member is hereby informed that he may incur liability should any of his representations be inaccurate.

If the Member is unable to warrant Last Day Party social network.in the terms set out hereinabove, Last Day Party social network.may cancel or terminate the Membership Agreement.



8) End of the Agreement

8.1) Last Day Party's right to terminate the Agreement

Last Day Party social network may at its discretion terminate the Agreement, in whole or in part, as from the effective date hereof, without prejudice to any damages that may be owed to it by the Member if the Member breaches any one of its obligations hereunder and if a formal notice to remedy such breach sent to the Member by e-mail remains without effect for eight (8) calendar days.

8.2) Members' right to terminate the Agreement

The Member may terminate the Last Day Party Membership Agreement at any time by submitting a request to the support through the email form indicated in the section Help.

8.3) Consequences of the end of the Agreement

The Member acknowledges that the termination of this Agreement shall not call into question the authorizations, licenses, and assignments granted when participating in the Challenge, and more globally any contracts concluded by the Member when using the Last Day Party social network prior to the termination of the Agreement.

9) Suspension

Last Day Party reserves the right to suspend access to a Member account without compensation, at any time and eventually without prior notice, temporarily or permanently:

- if the Member obviously breaches any clause of the Last Day Party Membership Agreement,
- if the personal information used to create a Member account turns out to be false,
- If Last Day Party is likely to be liable and if Last Day Party 's reputation is likely to be jeopardized because of the Member's use of the Last Day Party social network.

In case a Member account is suspended, Last Day Party sends an email to the Member whose account is suspended in order to let him know that the account is suspended and the reasons of suspension.

In case a Member account is suspended, the Member may no longer upload Ideas or comments onto Last Day Party. However, the Member may access his personal details, his account and the Submissions uploaded to his Member account. The illicit content will be removed from the Last Day Party social network and will no longer be accessible.

10) Privacy Policy

The company Last Day Party Srls, with registered office in Marostica, Italy ("Company"), in the person of Massimo Nardotto, its pro tempore legal representative, provides the following information in compliance with Art. 13 GDPR and regarding your personal data ("PD").

10.1) Data Controller and person in charge of protecting PD

The Data controller ("Controller") is Massimo Nardotto, system administrator of Last Day Party. The Controller has not appointed a DPO, as the conditions that would require the DPO appointment under law are not present.

10.2) Purposes of the PD processing

The processing purposes are related in the first place to the exact and complete performance of the contractual relationship with the Company, in connection with the services provided through the Platform. More in detail, the primary purposes ("Primary purposes") of the processing include the following:



- creation and management of a user account;
- provision of services requested through the technological and instrumental partner;
- provision of technical assistance;

prevention and detection of frauds and abuses to protect the security of our customers;

- compliance with all other statutory obligations imposed on the Company under applicable legislation.

In the event that the processing of certain specific data is essential for the development of the relationship or the performance of certain services and for compliance with statutory obligations, providing such data will be mandatory and since their processing is only permitted with the prior written consent of the data subject (arts. 9 and 10 GDPR), your consent to their processing is also needed.

10.3) Legal basis of the processing

The Controller shall process your PD lawfully, where the processing:

- is necessary for the performance of an agreement to which you are a party;
- is necessary to comply with a statutory obligation imposed on the Controller;

Your express consent, moreover, is not required when the processing concerns data taken from public registers, lists, deeds or documents to which anyone has access, always in accordance with the limits and procedures established by laws, regulations and EU rules for access to and publication of data, or data relevant to performance of business activities, processed in accordance with the current legislation on industrial and trade secrets.

Your express consent is not required, lastly - and if provided it will be intended to confirm the lawful nature of the processing - when the processing concerns the preparation or performance of activities connected with Primary Purposes.

10.4) - Consequences of failure to provide PD

As regards PD relevant to the performance of an agreement to which you are a party or to compliance with a statutory obligation (such as requirements regarding keeping of accounting and tax records), failure to provide your PD will prevent the agreement from being stipulated or will suspend or prevent the relevant performance, as the case may be.

Data that is not required for the performance of the agreement must be qualified and considered as supplementary information and if requested, providing such data is optional.

10.5) PD storage

Your PD subject to processing either for Primary and/or for Additional Purposes will be stored for as long as necessary for the mentioned purposes, and therefore throughout the term of the agreement and subsequently for as long as the Controller is subject to obligations to keep documents for tax or other purposes under laws or regulations, until completion of the relevant period of limitation.

10.6) Disclosure of PD

Your PD may be disclosed to:

- a) third-party professionals (such as, without limitation: lawyers, chartered accountants, web agencies, data centers and companies that manage online data storage spaces, etc.) that provide services used to achieve Primary and/or Additional Purposes and that - if the legal conditions are met - will take the role of third-party processors;
- b) employees, collaborators and assistants of the Controllers acting as persons in charge and/or internal processors and/or system administrators;
- c) third companies or other recipients not mentioned in the preceding letters (without limitation: credit institutes, professional firms, consultants, insurance companies for the supply of insurance services, factoring, leasing, etc.) that provide services used to achieve the Primary and/or Additional Purposes and that - if the legal conditions are met - will take the role of third-party processors;
- d) persons who process data in performance of specific statutory obligations;



- e) judicial or administrative authorities, including arbitrators, for compliance with statutory obligations;
- f) publishers and editors or magazines or papers for Additional Purposes.
- g) technological and instrumental partners used by the Controller for the supply of services requested by users.

In addition, the Controller may disclose your PD to an address and email management service.

10.7) Profiling and diffusion of PD

We also inform you that your PD will not be diffused and communicated, without your express consent, nor will they be subjected to fully automated decision-making processes, including profiling, except for mandatory communications which may imply transfer of your data to public entities, consultants or other recipients for performance of statutory obligations. More in detail, your data may be disclosed to Public Entities or offices or supervisory authorities in relation to statutory and/or contractual obligations.

10.8) Transfer of PD

Your PD are stored by Last Day Party on servers located in Germany.

Without prejudice to the disclosures and diffusions made in performance of statutory obligations, PD may be transferred abroad whenever this is necessary in relation to Primary Purposes.

If the PD are transferred to a third Country or an international organization, you are entitled to be informed on the existence of appropriate safeguards in the meaning of Art. 46 GDPR.

10.9) Rights of the data subject

The rights you have under the GDPR include:

- requesting from the Controller access to your PD and to the relevant information, rectification of inaccurate data or integration of incomplete data; erasure of PD concerning you (if any of the conditions under art. 17, paragraph 1 of the GDPR occurs and save for the exceptions under paragraph 3 of the same article); restriction of the processing of your PD (in the cases under art. 18, paragraph 1 of the GDPR);
- requesting and obtaining from the Controller - in the cases in which the legal basis of the processing is a contract or the consent, and the processing takes place by automated means - your PD in a structured, machine-readable format, also to transfer such data to another controller (so-called right to data portability);
- objecting at any time to the processing of your PD on grounds relating to your particular situation;
- withdrawing your consent at any time, limited to cases in which the processing is based on your consent for one or more specific purposes and concerns common personal data (such as (date and place of birth or place of residence), or particular categories of data (such as data revealing your racial or ethnic origin, political opinions, religious beliefs, health or sex life). The lawfulness of processing based on consent before its withdrawal, however, is not affected;

In particular, in order to withdraw your consent to the messaging program related to business communications, just send a specific request to that effect:

a) by following the opt-out instructions at the end of each e-mail message;

b) by sending an e-mail to info@lastdayparty.com

- lodging a complaint with a supervisory authority (Italian Data Protection Authority - www.garanteprivacy.it).

10.10) Security measures

The Controller adopts suitable security measures to reduce to the minimum the risks of destruction or loss, even accidental, of Personal Data, unauthorized access or unlawful processing or processing outside the purposes of the collection as indicated in this Privacy Policy. As regards the best protection of your PD outside the control and management of the Controller, we suggest that you make sure that the computer used be provided with suitable software for the protection of data transmitted online, both incoming and outgoing (such as updated antivirus



systems) and that the chosen Internet provider has adopted suitable secure data transmission methods (such as firewalls and antispam filtering).

10.11) Procedures for the exercise of your rights

As data subject, you may at any time exercise your rights by sending:

- a registered letter with acknowledgement of receipt to Massimo Nardotto, at Last Day Party's registered office in Via Tenente Silvio Pivato, 6, 36063 Marostica (VI), Italy;
- an e-mail to the electronic mail address: info@lastdayparty.com

10.12) Updates

The Privacy Policy of this Website is subject to updates, so please verify its contents on a regular basis.

11) Cookies

Definition: A cookie is a text file put down on the hard drive of the terminal of the user (computer, mobile phone or tablet) during the visit of a web site. It aims at collecting information relative to the browsing of the user and at sending him/her adapted services.

Member can decline to accept the Cookie by setting the browser to notify when the Cookie is received following instructions hereinafter and being aware that the refusal may affect the use of website

When the member visits the Last Day Party Platform, Last Day Party may record and store a "cookie" on the user's computer, smartphone and tablet for the following purposes:

- identifying the user during each connection to the Last Day Party social network and facilitating his/her access to the Last Day Party social network;
- personalizing the interface of the Member account;
- provide the best service;
- ensure a safe and efficient exploration of the website, prevent frauds and improve security.

Member can decline to accept the Cookie by setting the browser to notify when the Cookie is received following instructions hereinafter and being aware that the refusal may affect the use of website. Users may manage the browser cookies through the browser settings: block cookies or remove those that are on their computers. Most browsers give the possibility to accept or reject all cookies or accept some of them (for example, those from specific websites). Although the steps are similar, the cookie setting method is different for each browser. For more details regarding the procedure to be followed, users may visit the website www.aboutcookies.org or view the 'Help' section of their browser.

12) Liability

Last Day Party shall be liable solely for any direct damages caused on account of a fault committed within the scope of the Agreement. In no event Last Day Party shall be liable for indirect damages such as revenue loss, date loss, customer loss, financial or commercial damages, commercial troubles, loss of earnings, or immaterial damage.

The Member is responsible for saving a backup copy of all files and data he wishes to retain.

No advice or information provided by Last Day Party shall constitute a warranty.

Last Day Party shall not be held liable for any problems that arise in connection with the broadcasting of Submissions or comments or, more generally, for any problem on the Internet which affects the use of the service, in particular, the viewing and uploading of Campaigns and Submissions. Last Day Party makes no warranty regarding the conditions of broadcasting, the quality of the Works broadcasted and transferred or accessibility thereto. Last Day Party makes no warranty regarding



the provision of an uninterrupted service and cannot guarantee that Members will have access to all of the services offered at any place inasmuch as the minimum technical requirements enabling access to Last Day Party's applications are not its responsibility.

To the extent permitted by law, Last Day Party shall not be held liable for any issue, complaint, opposition, claim, or damage (i) related to the use of the Submissions by a Member or any other third party (ii) related to any breach of the Rules by a Partner or a Member, or (iii) related to the negotiation, completion or execution of any contract, regardless of its nature, that a Tenant may enter into with a Member without Last Day Party being a party thereto.

13) General clauses

13.1) Evidentiary value

This Last Day Party Membership Agreement is legally binding between the Member and Last Day Party. Therefore, the Member expressly shows his agreement to Last Day Party Membership Agreement by ticking the designated acceptance box and clicking the "Create new account" button. The Agreement is legally binding as soon as the Member ticks the acceptance box and clicks the "Create new account" button. The parties agree that they may exchange the information they require to perform the Agreement by e-mail. Any e-mails exchanged between the parties shall be deemed to have the same evidentiary value as a written hard copy document.

13.2) Independent contractors

The provisions of the Last Day Party Membership Agreement by no means constitute a partnership agreement, agency agreement, relationship of subordination or joint venture between the parties.

13.3) Severability

If any substantive provision of the Last Day Party Membership Agreement shall be held to be invalid or non-existent, in whole or in part, by virtue of a statutory or regulatory provision or final court order, the other provisions hereof shall remain in force and shall remain fully binding on the parties.

13.4) Tolerance

In the event either party fails to rely on a breach by the other party of any of its obligations hereunder, it shall not be deemed to have waived the obligation at issue.

13.5) Intellectual property owned by Last Day Party

The use of Last Day Party's applications, the uploading of Ideas onto such applications and the acquisition of Ideas via Last Day Party by no means authorizes the Member to use or acquire a right of title to Last Day Party's intellectual property assets such as works, inventions, compilations, slogans, logos, software, drawings and designs, trademarks, domain names.

Last Day Party shall retain all of its rights to its intellectual property.

14) Governing law

The Agreement shall be governed by Italian law, to the exclusion of international law rules.

15) Voluntary settlement of disputes

In the event a problem arises in connection with the performance of the Agreement, before the Agreement is terminated, cancelled and/or the subject of legal proceedings, the parties agree to attempt to settle the matter out of court.



In this respect, the party that wishes to implement the voluntary conciliation procedure shall notify the other party of its intention to do so and specify the problems that have arisen.

Throughout the duration of the problem, the parties agree that the continued provision of the services provided for herein shall be the most important consideration.

If the parties fail to reach an agreement within fifteen (15) days, the parties shall recover all of their rights.

16) Jurisdiction

In the event the parties fail to amicably settle any dispute which arises in connection with the preparation, interpretation or performance of the agreement, the parties agree that the Court of Vicenza, Italy shall have exclusive jurisdiction, notwithstanding multiple defendants or third-party proceedings, including for urgent proceedings.