

## DISCLAIMER

### Terms of Use for the web-site <https://merinowoolmadebynature.baruffa.com>



#### 1. Foreword - General Information for Users

##### 1.1. - Indicazioni Generali agli Utenti

This document sets-forth the Terms of Use (hereinafter also the "**TOU**") for the website <https://merinowoolmadebynature.baruffa.com> (hereinafter the "**Site**") and lays-down an overview of "netiquette" and intellectual property rights relevant to Contents posted on the Site and/or accessible by browsing it. **N.B.** By accessing to the Site, the User unconditionally accepts to abide-by the TOU and confirms full adherence to the relevant rules, thus we invite you to read the TOU before browsing.

##### 1.2. - Development of the Site - Cooperation between ZBLB and The Woolmark Company

The Site is the result of a "joint marketing program" with The Woolmark Company (hereinafter referred to as "**TWC**"), owner of the "Pure Virgin Wool" brand (posted on the Site) and international promoter of wool products, sector in which ZBLB stands-out for producing high quality carded and combed yarns. On the foregoing, you may find on the Site:

- The trademark -  - referral to TWC;
- the logo -  - developed in cooperation with TWC.

#### 2. Title on the Site - Content Editing

The Site is wholly owned by **Zegna Baruffa Lane Borgosesia S.p.A.** (Italian joint-stock company - hereinafter also "**ZBLB**"), F.C. 01497250132, VAT. n. 01734930025, with registered office at 13835 Valdilana (Biella - Italy), Via B. Sella n. 140 and operative seat at 13856 Vigliano Biellese (Biella - Italy), Via Milano 160. ZBLB takes care to post/upload/update the Contents as well as to design promotional campaigns as agreed with TWC. At the scope, ZBLB avails of the cooperation of their staff and the technical support of a web-agency.

The Site includes texts, audio, images, video and documents, which are readied according to specific design, pagination, look, set-up, graphics, organisation, menus, tools, processes, fonts, logos, trademarks (either registered or not), product names, advertising claims, domain names and URLs, functions and software (including HTML code and other codes/strings necessary to the Site proper functioning), which in their entirety provide for the layout of the Site pages (hereinafter referred to collectively as "**the Contents**").

**N.B.** ZBLB is the sole entity in charge of editing the Contents, prior according with TWC whereby the case may occur, as well as of amending the TOU herein in compliance to ZBLB's policies and/or mandatory regulations; by way of example, updates may be required due to:

- business needs, including the promotion of products or changing in the cooperation with TWC;
- changes in law, which impact on the Contents or ZBLB's business;
- adaptation of technology and applications grounding the Site framework or which may improve the browsing experience;
- preventing and/or resolving hardnenses, which could affect computer security.



**Zegna Baruffa Lane Borgosesia S.p.A.**  
SPINNING TRENDS - SINCE 1850

CAPITALE SOCIALE IV. € 43.120.000 - C.C.I.A.A. BIELLA 161066  
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The in-force TOU version (number and date) shall be reported at the top right-hand corner of the present document, in so much that the User may be always informed about at the time of browsing.

### **3. Site Layout**

The Site stands as virtual "showcase" and embraces information on ZBLB and their products/collections. The Site also includes legal documents like Privacy and Cookies information. The Site does not provide for a contact-form and e-commerce.

### **4. Access to the Site**

Access to the Site takes place by typing the URL <https://merinowoolmadebynature.baruffa.com> into the search-string of the browser or by clicking on search-engine results belonging to the Site. The User must be provided with IT devices (e.g. PCs, tablets, smartphones) linked to Internet, for which it shall be his/her responsibility to get suitable equipment, hardware, software, operating systems, network subscriptions, Internet browsers and anything else necessary to browse the Site and its Contents.

**N.B.** ZBLB may, on the basis of its own needs or for technical reasons, suspend or terminate access to the Site, to part of the Contents or to certain services without prior notice and without any liability arising therefrom (cf. also Article 8).

### **5. Intellectual Property**

Title on Site and Contents exclusively belong to ZBLB, except to the extent TWC is concerned, and those are protected by applicable copyright laws, and with respect to trademarks/logos (whether registered or unregistered) by the relevant intellectual property and competition laws.

The use of the Site by the User does not constitute, and therefore cannot be interpreted to, a granting of any licence or right to use/reproduce the Contents and the inherent intellectual property for any purpose whatsoever, by including under the protection herein TWC's trademarks, for which TWC is the solely legitimate owner and authorized licensor.

### **6. Site Use Licence**

By accessing to the Site, the User is authorised by ZBLB to browse the Site and to avail of Contents and services therein in a lawful and harmless manner. For the entire duration of the browsing session, the User is granted to use the Site for informational/personal purposes by a free of charge, non-exclusive, revocable, non-transferable licence.

It is forbidden to the User copying, reproducing, modifying the Contents, as well as any activity that is intended to:


- a) use the Site for commercial purposes or profit, including unauthorised advertising/promotion;
- b) carry-out activities that may compromise the accessibility of the Site and its functionality;
- c) engage in password-mining or attempts to gain unauthorised access to sections of the Site protected by authentication tools;
- d) use deep-linking, page-scraping, spiders, robots, crawlers or other automatic or manual means to access, copy, store information or monitor the Site and the Contents;



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## **7. Link and Plug-in to Third Parties' Web-sites**

The Site contains links/plug-ins to third-party's sites/social-networks, which compliance to mandatory laws (eg. privacy) is under the responsibility of the provider (eg. Meta, linkedin, etc...). ZBLB only retains responsibility for content posted on social-network profiles therein.

The User is prohibited from setting-up links to the Site without the prior authorisation of ZBLB.

## **8. Limitation of Liability - Disclaimer**

ZBLB puts in place any reasonable effort and diligence to make Contents be accurate and up-to-date. It will also endeavour to ensure that the Site runs correctly, by trying to prevent service interruption (except for scheduled maintenance).

Notwithstanding the above, due to the intrinsic features of the Internet and web applications, ZBLB cannot guarantee that:

- a) the Site will function correctly in a seamless and error-free manner and that any malfunctions will be restored within a short period of time, as this depend on the extent of the malfunctions;
- b) the Site will be always totally free from virus or other malware, so it is the User's responsibility to set-up suitable antivirus and firewalls to protect his/her devices.

By reason of the foregoing and the fact that browsing is carried out by the User in complete autonomy, ZBLB shall not be liable, within the terms of applicable law, to the User or third parties for any loss or damage arising from the use of the web or the Site, including, for example:

- loss of data;
- damage to the User's devices;
- unauthorised access by third parties to the User's computer systems.

## **9. Miscellaneous**

The TOU herein constitute the only existing agreement between ZBLB and the User with respect to the "Site-use" and contains the entire agreement as accepted by the Parties.

Whether the invalidity of a clause hereto will be declared, this shall not affect the effectiveness or validity of the TOU as a whole, which shall therefore be interpreted for the residual part in such a way as to best realise the intent hereto.

Failure to exercise any right provided-for in these TOU shall not cause a waiver of any of those rights.

## **10. Applicable Law and Jurisdiction**


The present TOU are subject to Italian law with the exclusion of the regulations on conflicts law. Any dispute concerning the execution, interpretation, integration, validity shall be subject to the jurisdiction of the Court of Biella



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