

## Service Terms and Condition

### 1. SCOPE

HeyLight is a trademark owned by Compass Banca S.p.A. and licensed for use by HOLIPAY S.R.L., a company under Italian law registered with VAT number 16090851003 and with registered office in Viale Ortigara, 7/9 Milano Marittima, Italy, which operates in the tourism market offering innovative IT solutions to operators in the hospitality sector ("Holipay").

These terms and conditions govern the use of the service, the management of the administrative and operational activities provided (including payment methods). Specifically, the service allows you to create scheduled charging rules and plan deposit charges from the time of booking until check-in, also allowing the Customer to manage their trip flexibly and safely (the "Service").

### 2. DEFINITIONS

- Customer: the natural person using the Service.
- Accommodation facilities: these are the companies partnered with Holipay that offer the Service to Customers by signing a membership contract with Holipay.
- Payment cards: these are defined, as a whole, as all credit, debit and prepaid cards that can be used by the Customer for payments to Accommodation Facilities that use the Holipay's platform.

### 3. MAIN FEATURES OF THE SERVICE

Holipay supplies IT solutions and technological infrastructures specifically for Accommodation Facilities in the tourism industry. These are intended to allow the management of fractional and recurring payments by implementing a predetermined timetable for customer deposits.

Holipay is not a financial entity. Specifically, Holipay has developed and makes available to the Accommodation Facilities a technological platform integrated with a payment gateway provided by a Payment Service Provider (the "PSP"), which ensures the management and regulates the payment flow of the stays offered by the Accommodation Facilities adhering to the Service.

The HeyLight Service allows the Customer to benefit from a schedule of charges on their Payment Card via the PSP from the time of booking until the day before the check-in. The Customer can access the Service by selecting HeyLight on the Accommodation Facility's website when choosing the payment method.

The Customer who uses the Service authorizes the PSP to charge their payment card, as divided by the payment schedule proposed by HeyLight, a pre-established number of deposits of the same amount. The first charge is scheduled on the day of booking, the following ones each 30 days and the last one, the day before the check-in.

The management of payment services is entirely attributable to the PSP and Holipay has no responsibility for the latter's actions.

If the PSP, for any reason, does not proceed with the payment or suspends the provision of the related services, Holipay will not be able to guarantee the provision of the Service, and this will not result in any liability on Holipay's part towards the Customer.

The Customer undertakes to provide the PSP with the payment card data registered to them and available to them, acknowledging themselves as the sole person responsible for the use of the payment card in their possession and regularly issued by an authorised banking or financial institution in accordance with current regulations, as well as to indemnify Holipay and the PSP from any consequences deriving from improper use of the payment card. The Customer shall provide truthful and correct information and refrain from engaging in fraudulent conduct to the detriment of third parties, whether aware or unaware.

The sensitive data of the cards or current accounts used by Customers are securely stored by the PSP according to the PCI-DSS standard. Furthermore, the PSP uses security measures that comply with the requirements for the execution of the so-called Strong Customer Authentication ("SCA").

The Customer undertakes to use the technological devices and media belonging to them or in their possession safely, being the only person responsible for the information processed through them, including payment card data. The Customer acknowledges their obligation to adequately protect their payment card data, understanding that any sharing of this information with third parties is their exclusive responsibility. The Customer is advised not to reply to e-mails or text messages requesting the disclosure of identification codes, payment card details or PIN codes. Neither Holipay nor the PSP will ever contact the Customer to ask them to communicate any payment data outside of the PSP's platform and security procedures. A similar recommendation applies to passwords for online purchases. The Customer is advised not to communicate personal information over the telephone without verifying the identity of the caller and not to send copies of the back of active credit cards to anyone. It is necessary to check that the websites of the Accommodation Facilities apply the security protocols.

The Customer expressly acknowledges that Holipay is extraneous to any commercial relationship between the Accommodation Facilities and its customers in connection

with the purchase of stays and goods or services sold by the Hotel itself. As a result, the Accommodation Facility is solely responsible to the customer for the quality of the stays, goods and/or services sold and no commercial or legal dispute can involve Holipay or the companies of the Mediobanca Group.

### 4. FEES AND CALCULATION OF SERVICE COSTS

The Customer has no cost for joining or using the Service. The price of the Service is borne by the Accommodation Facility.

### 5. RIGHT OF WITHDRAWAL AND COMPLAINTS

The Customer may withdraw from the Service at any time, settling the payments due to the Accommodation Facility with the latter.

For any complaint or report regarding improper use of the Service by the Accommodation Facility or relating to the Service, the Customer may promptly notify Holipay by writing to the following email address: [info@holipay.com](mailto:info@holipay.com) indicating his/her contact details and the data of the Accommodation Facility. Holipay shall promptly verify the regularity or otherwise of the transaction carried out and report the results of the verification to the Customer.

### 6. TERM AND VALIDITY OF THE OFFER

The Service ends with the last charge at the day before the check-in. The Customer acknowledges that Holipay reserves the right to suspend the Service if it has reasonable grounds to believe that there is a legal or reputational risk for Holipay or companies belonging to the Mediobanca Group, without this giving rise to indemnity claims of any kind by the Customer or third parties. Apart from the aforementioned cases, in the event of interruption of the Services, for technical reasons under its control, Holipay undertakes to restore them as quickly as possible.

### 7. DISCLAIMER

Under no circumstances shall Holipay be liable for damages arising from:

- a phone being lost or stolen;
- misuse/fraudulent use of secret codes by the holder or third parties;
- delays or malfunctions in the provision of services resulting from events beyond Holipay's reasonable control, such as, by way of example, force majeure events, events dependent on the actions of third parties such as, by way of example only, the interruption or malfunctioning of the services of telecommunications operators and/or power lines and/or other utilities, malfunctioning of smartphones or other communication systems used by the Customer to use the HeyLight service.

The Customer is aware that any refunds and reimbursements of sums for incorrect charges or arising as a result of disputes regarding stays or goods and/or services purchased from the Accommodation Facility shall be borne by the latter. Holipay is not responsible for the correct execution of the refund by the Accommodation Facility and cannot be sued or held liable for it.

The Customer also understands that Holipay shall in no case be held liable for acts or omissions committed by the Customer and in conflict with the obligations undertaken by the latter pursuant to these Terms and Conditions, just as it shall not be held liable for malfunctions due to defects in the means essential for access to the Service, to improper use of the same and/or the Customer's methods of accessing the Services.

### 8. PROCESSING OF PERSONAL DATA

Your personal data will be processed in accordance with Article 13 of Regulation (EU) 679/2016, as per the relevant information notice attached to these terms and conditions.

### 9. AMENDMENT OF GENERAL CONDITIONS

Holipay reserves the right to amend these terms and conditions, in whole or in part, at any time by publishing the new terms and conditions on the Website [www.holipay.com](http://www.holipay.com), at least 15 days before the date on which the amendments are due to take effect. The changes shall be deemed to be accepted by the Customer unless the Customer informs Holipay in writing, before the date set for the application of the changes, that he or she does not intend to accept them and that he or she intends instead to withdraw from the Service. Any changes to the payment schedule will be promptly notified to the Customer at the contact details provided.

### 10. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the Italian laws. For any dispute relating to the interpretation, performance and/or termination thereof, the Court of Milan shall have exclusive jurisdiction.

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The Service's usage by the Customer, including infrequent use, signifies their complete and unreserved agreement to these Terms and Conditions.