

Terms of Service

These Terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity and The Mesh s.r.l., concerning your access to and use of the website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Website”).

Once you have registered on our platform (opened a The Mesh account on www.themesh.eu) you have explicitly agreed to these Terms of Service.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and conditions by your continued use of the Site after the date such revised Terms and conditions are posted.

1. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. Rights and Duties of the Users and Visitors

(2.1) Registration of Users, Usage by Visitors

- In order to use the THE MESH Services, registration is required. No claim to participation exists. Minors are excluded from participation.
- Upon registration, the User is obliged to give truthful and accurate registration information. The User may not use pseudonyms. If false information is given during the registration process, the contract may be dismissed by cause.
- Visitors may use parts of THE MESH Web Sites and THE MESH Services only. At the beginning of Visitors usage, a contract based on these Terms comes into effect between the Visitor and THE MESH.

(2.2) User Account, Exclusion of Usage by Third Parties

- Upon registration an Account is established for each User.
- One Free Trial period is allowed for each Company.
- Users may not permit the usage of an Account by third parties.

(2.3) Responsibility

Users are responsible for maintaining the confidentiality of their account and for restricting access to their computer and are responsible for all activities that occur under their account or log in data unless for reasons beyond their responsibility.

(2.4) Password

- Upon registration the User chooses a password. The User is obliged to keep its password secret. THE MESH will neither disclose this password to third parties nor at any time ask the User for its password.
- THE MESH is to be immediately notified via info@themesh.it of the loss of the password or abusive access by third parties or even reasons to be concerned, in order that THE MESH may take necessary measures (e.g. block access, assign a new password).

(2.5) Exclusion of Users

THE MESH is entitled to exclude registered Users, on suspicion of activities not in conformity with these Terms or based on negative reports from different users. In this case, the subscription fee already paid by the User will not be refunded.

(2.6) Change of User Information

The User is obliged to immediately notify THE MESH of changes to its user information. Users can change their information in the account themselves, but all changed information will be verified by THE MESH before it is activated.

(2.7) Data Back-up

The Mesh is not obliged to make a backup of Users data and The Mesh has no responsibility for any backup outside of THE MESH Services.

(2.8) Posting of offers and requests

- Users are entitled to post on THE MESH any offer/request in compliance with these terms.
- Product/services not falling under the specified markets and sub-categories are not allowed.
- Customers are entitled to update their Profiles at their discretion.
- Users are entitled to search for offers/requests posted by other Users.
- Users are entitled to post specific offers/requests on THE MESH only if an actual need about the product/service exists.
- At THE MESH, we ensure the integrity of the information posted. That's why prior to the publication, we will review any post.
- A product/service offer/request is not considered a binding offer.
- All offers/requests can be closed at any time by the author.
- Each User may decide on how to react to the Product/Service Request. THE MESH has no responsibility or obligations in terms of assurance of reaction. Further contact between the parties takes place outside of THE MESH Services and is the sole responsibility of the Users.

(2.09) Electronic Communication

- When you visit THE MESH or send emails to THE MESH, you are communicating with us electronically. You consent to receive communications from THE MESH electronically. We will communicate with you by Email or by posting notices on this site. All agreements, notices, disclosures and other communications that THE MESH will provide to Users or Visitors electronically satisfy any legal requirement that such communications be in writing.

3. User verification and Content of the Contract

(3.1) User Identity

Upon registration THE MESH verifies the User by the company name, Email and mail address entered by the User. THE MESH may make inquiries considered necessary to help verify or check user's identity or prevent fraud. In some jurisdictions, THE MESH have a legal obligation to collect

identity information to comply with anti-money laundering regulations. This may include (i) asking to provide a form of government identification (e.g., driver's license or passport), date of birth, address, and other information; (ii) asking to provide a copy of a recent bank statement on which your companies name and account number can be identified; (iii) requiring you to take steps to confirm ownership of your email address; or (iv) attempting to screen your information against third-party databases. THE MESH reserves the right to close, suspend, or limit access to any THE MESH Service in the event we are unable to obtain or verify any of this information.

(3.2) Content of the Contract

Contracts between Users are finalized without the participation of THE MESH. The terms of contract have to be agreed upon by the Users. THE MESH has no influence on the reliability, performance, quality and other circumstances regarding the implementation of the contract. Therefore, THE MESH assumes no liability in this respect.

(3.3) Consulting

THE MESH itself is no contracting partner and does not – in its own name or in the name of any User – submit offers and applications. As far as Users intend to enlist THE MESH assistance, this requires the conclusion of a separate consulting contract between THE MESH and the User.

(3.4) Escrow payment

THE MESH can provide Escrow service on demand. This service includes payment collection services, payments and pay-outs. The service is rendered in order to make sure that every payment and pay-out is secure and specific only for its intended purpose.

The access to the Escrow Service is subject to additional terms and conditions (Escrow Agreement) to be accepted. If there is a conflict between THE MESH website Terms and terms and conditions applicable for a specific escrow agreement, the latter will take precedence, unless specified otherwise. Before activating the Escrow Service, the users are asked by THE MESH to fully complete all the necessary account information, including but not limited to the payment method, bank account number and swift information, that THE MESH requires in order to provide the Service. If THE MESH does not obtain all the necessary information of both users, no Escrow Service can be performed.

4. Usage Fee and Billing

(4.1) Type, Amount of Fee and Termination

- Usage of THE MESH services is annually charged according to the current pricing chart
- If you want to change or terminate your subscription, you will need to contact us directly and follow instructions to terminate or cancel your subscription
- The first free registration allows a three (3) months free trial period with the services included
- The full membership fee allows one-year subscription to all the services included

(4.2) Billing

- The payment process of THE MESH subscription fees is handled by an external company specialized in payment transactions (Paypal). The User may pay the usage fees (annually billed) with credit cards accepted by THE MESH or by Bank Transfer. The User exempts THE MESH from all costs arising through return debit notes, objections from credit card payments or similar complications during the payment process, for which THE MESH is not responsible. If the payment of the subscription is made by bank transfer, any bank fees will be charged to the user. In case of payment by bank transfer, the user undertakes to send receipt of payment to info@themesh.it; in this case the subscription will be activated upon receipt of payment, usually within 5-7 days.
- THE MESH sends Users invoices for the fees within a few days by electronic communication.

5. License and Intellectual Property

(5.1) Users Postings

With respect to any Content that Users, Visitors, advertisers or other third parties upload, make available, or otherwise transfer (“post”) on the THE MESH Services, they grant to THE MESH a permanent, non-exclusive, royalty-free license with the right to use, display, copy, create related Content of, and distribute such Content in THE MESH Web Sites and THE MESH Services only. Users, Visitors, advertisers or other third parties are entitled to delete all or part of such content and thereby terminate the license on their own discretion.

(5.2) Ownership

All the intellectual property rights in the Services and the Content are owned by THE MESH or the respective users who posted it. THE MESH grants you a limited license to access and make personal use of this site and the Content. This license does not include any resale or commercial use of this site or its contents.

(5.3) No disruption

THE MESH Services may not be used with devices, software or applications which could compromise the system integrity or performance of THE MESH Services.

6. Third Parties

(6.1) Content provided by Users, Visitors, advertisers or other third parties

THE MESH does not control Content provided by Users, Visitors, advertisers and other third parties. Therefore THE MESH is not responsible for such content. THE MESH makes no guarantees about the accuracy, currency, suitability, or quality of the information in such Content.

(6.2) Responsibility for interactions

Users or Visitors may interact with other Users or Visitors inside or outside the Services on their own discretion. As THE MESH is not part of such interaction, THE MESH is not responsible for any loss or damage incurred as the result of any such interaction. THE MESH is entitled to but not obliged to monitor disputes between Users.

(6.3) User or Visitor Interaction

- Users or Visitors are not allowed to use any information obtained from the Services in order to harass, abuse, or harm another person, or in order to contact, advertise, solicit, or sell to any User without their prior explicit consent.
- Users may only establish contact with other Users by replying to a Product/Service Request or subsequently in the course of consequent communication. Any other establishment of contact, in particular sending spam or messages for advertising purposes to other Users, is prohibited.

(6.4) Third-Party Websites

- The Services may contain links to Third-Party Websites (a) placed by us as a service to those interested in this information; or (b) posted by Users or advertisers. You use all such links to Third-Party Websites at your own risk.

7. Liability, Responsibility

(7.1) Responsibility for Contents and Conclusion of Contracts

- Seller and buyer assume full responsibility for the posts published on the platform, ensuring compliance with national and international regulations. By virtue of The Mesh being a platform where members of the community publish their offers/requirements in a personal

capacity and trade with their own consent, the administrators do not assume any type of responsibility when there is any type of problem between the parties. However, The Mesh does intervene in the filter process of the participants and can make available at its discretion, the relevant information, collected on those involved that can help to solve said inconveniences.

- Users or Visitors are responsible for all information which they, their employees or any third party using their User license transmit or post on the THE MESH Website.
- The User is obliged to only enter lawful contents and to verify lawfulness in any respect, in particular as regards laws on competition, cartel law, copyright and pharmaceutical law.
- The contracting parties are solely responsible for the implementation of the contract between Users.

(7.2) Unlimited Liability

THE MESH is liable without limitation for all damages that are caused intentionally or negligently directly by THE MESH, its legal representatives or employees. In all other cases, limitations on liability as described in the subsequent Sections apply.

(7.3) Liability for the Infringement of Material Contractual Obligations

THE MESH's liability for damages caused by the infringement of material contractual obligations that arise out of the nature of the subscription contract, and whose compliance constitute a significant reason for the Users or Visitors to conclude the contract, is limited to the direct damages reasonably foreseeable upon conclusion of the subscription contract and typical for this kind of contract.

(7.4) Exemption from Liability

THE MESH is exempt from liability for all other damages (not described in 7.2).

(7.5) Limitation on Liability for Damages

THE MESH limits its liability for damages reasonably foreseeable upon conclusion of the contract. As far as a User has evidence that a higher damage is to be anticipated due to the User's business model or other circumstances, the User is obliged to inform THE MESH and to jointly find a solution for securing these additional risks.

The Mesh cannot in any way be held responsible for the untruthfulness of the posts published on the platform. The subscriber expressly agree to exempt The Mesh from any claim, for damages resulting from the failure or incorrect performance of obligations arising from contracts signed between sellers and buyers, on the basis of a post published on the platform.

8. Indemnity of THE MESH, Blocking of content

If the suspicion arises that content is unlawful or not in compliance with this Terms, THE MESH is entitled to block / delete such content until its lawfulness has been ascertained incontestably.

9. Disclaimers

THE MESH is not responsible for any incorrect or inaccurate Content (including any information in profiles) posted on the Services, whether caused by Users or Visitors or by any of the equipment or programming associated with or utilized in the Services. THE MESH is not responsible for the conduct, whether online or offline, of any User or Visitors of the Services. THE MESH assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with other Users. THE MESH is not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or at the Site or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Services. Under no circumstances shall THE MESH be responsible for any loss or damage, including personal injury or death, resulting from use of the Services or from any Content posted on the Site or transmitted to Users, or any interactions between Users of the Services, whether online or offline.

THE MESH makes no warranty that: (a) the Services will meet the requirements of Users or Visitors that are not agreed upon by the parties; (b) the Services will be available on an uninterrupted, timely, secure, or error-free basis; or (c) the results that may be obtained from the use of the Services will be accurate or reliable.

10. Termination, Conduct in Breach of Contract

(10.1) Statutory Notice of Termination

Each User may terminate this contract at any time by deleting its account. Should the User still have a Subscription, this elapses. THE MESH can at any time statutorily terminate the contract with 6-week notice period.

(10.2) Extraordinary Notice of Termination by THE MESH

The extraordinary termination of this contract is possible at any time without notice if continuing the contractual relationship is – under consideration of all circumstances of the individual case and the interests of both parties – intolerable for the terminating party to the contract.

Such a case may occur if the reputation of THE MESH or service offered on its Websites is significantly damaged by the presence of the User, or if it emerges that a User has deliberately damaged one or more other Users.

Should the dismissed User have an active subscription, THE MESH does not refund any costs of the subscription for its remaining period of validity.

(10.3) Consequences of Termination

With the termination of this contract, irrespective of the reasons, all THE MESH Services accessible to Users end, even if the posting duration has not yet expired. Any contracts between the Users are thereby not affected.

These Terms of Service has been updated on October 20th 2020.