

Terms and conditions of the website

The website www.wemogee.com (the “Website”) is made available to users (the “User”) in compliance with the following TERMS AND CONDITIONS (le “T&C”) governing access and use.

For the purpose of guaranteeing a correct interpretation of these T&C, please note that the term "Leo Burnett" refers to Leo Burnett Company S.r.l., with registered office in Milan, in Viale Jenner, no. 19. The term “Samsung” refers to Samsung Electronics Italia S.p.A., headquartered in Milan, in Via Mike Bongiorno no. 9.

Access to and use of the Website imply acceptance of the T&C on the part of the User; any User who does not intend to observe the T&C is kindly requested to leave the Website immediately, without using it in any way.

The Website is for personal use only.

It is strictly forbidden to use the Website for commercial purposes, as well as to copy and distribute all or part of any documents on the Website (texts, background, graphic solutions) via IT networks or any other communication system, or to make changes to any part of the Website.

In accordance with the law and with commercial agreements, the design, configuration, logos, graphics, images, sounds and all other elements of the Website are the property of Leo Burnett or its licensors, and may not be copied or imitated, in full or part.

Any unauthorised or unlawful use thereof shall be subject to criminal or civil proceedings by Leo Burnett or its licensors.

“Wemogee” is a registered trademark belonging to Samsung, and as such, the use of the trademark for any purpose not compliant with the law is forbidden.

All texts, graphics, user interfaces, visual interfaces, photographs, commercial trademarks, logos, illustrations or other materials (collectively referred to as “Content”) present on the Website, including, without limitation, the design, structure, selection, coordination, expression, appearance and layout of the Content, belong to, are controlled by or are granted under licence by Leo Burnett and/or Samsung, and are protected by the laws governing copyright, patents and commercial trademarks, as well as by the regulations governing unfair competition.

None of the news contained on the Website may be considered or used as official documents and/or statements by Leo Burnett and/or Samsung; said information is to be considered mere guidelines, and neither Leo Burnett nor Samsung can guarantee their accuracy or completeness.

Leo Burnett and Samsung decline all liability for damage of any kind that may be caused to third parties as a result of the use of the content present on the website, even if such use is authorised.

Leo Burnett and Samsung are in no way liable vis-à-vis third parties with reference to the content of the statements by medical personnel reported on the Website.

Leo Burnett and Samsung decline all liability in relation to content of this Website that may be unsuitable for use on the part of children.

No part of any pages on the Website must in any way be interpreted as a method, procedure or means to treat and cure any condition, because they have not been written by figures specialised or qualified in medicine.

The Wemogee application does not offer a service with a therapeutic aim; it merely offers an alternative, simpler way to write messages using a smartphone.

The licence for the Wemogee app can be viewed at www.wemogee.com, and is an integral part of these T&C.

The content of this Website may on no account replace the advice of a doctor or qualified professional.

Leo Burnett does not guarantee that the Website is free from viruses or other elements that may be potentially damaging to IT systems.

The User shall be held directly liable in the event of a breach of these T&C, and therefore undertakes to hold Leo Burnett and Samsung harmless for any damage, costs or expenses deriving from such breaches.

The use of the Website is governed by the applicable measures existing under Italian law.

End User Licence Agreement for Samsung Wemogee

Samsung Wemogee is a mobile application (“**Samsung Wemogee**”) that allows the end User to automatically translate messages from and into emojis, and to use the emojis via a chat with other User who have downloaded Samsung Wemogee on their electronic mobile devices. The Samsung Wemogee service is not intended for use for therapeutic purposes, but solely and exclusively to provide an alternative, simpler way to write messages using a smartphone.

Before using Samsung Wemogee, please carefully read the End User Licence Agreement for Samsung Wemogee (the “**Agreement**”). This Agreement contains important information and constitutes a binding legal agreement between the User (the “User”) and Samsung Electronics Italia S.p.A (“**Samsung**”). The use of Samsung Wemogee on the part of the User is subject to the Data Protection Information provided by Samsung, available at www.wemogee.com.

By downloading or using Samsung Wemogee, the User agrees to comply with the provisions of this Agreement. Any User who does not accept the terms of this Agreement must not download or use Samsung Wemogee. Samsung may make changes to this Agreement as deemed necessary, without necessarily informing the User. The User must examine the Agreement from time to time. If the User continues to access or use Samsung Wemogee after said changes, Samsung shall assume the User has read, understood and unconditionally accepted the changes made.

1. General measures

Samsung Wemogee is granted to the User under licence; it is not sold. All rights not explicitly granted to the User pursuant to this Agreement remain the property of Samsung. The terms of this Agreement shall also govern any updates, changes or upgrades to the Samsung Wemogee software, unless said updates, changes or upgrades are accompanied by a separate Agreement, in which case the terms of this latter Agreement shall apply. Samsung shall in no event be compelled to provide any such updates, changes or upgrades to Samsung Wemogee.

2. Licence

Pursuant to the terms and conditions of this Agreement, the User is granted a revocable, limited, non-transferrable and non-exclusive licence for the installation and personal, non-commercial use of Samsung Wemogee. Within the limits of the restrictions set forth in Paragraph 3, the User may use Samsung Wemogee only on devices the User owns, has hired or is entitled to use for any other reason.

3. Limitations of the licence

The User may not, in full or in part, subject Samsung Wemogee to reverse engineering, or carry out any of the following actions thereupon: copy, decompile, disassemble, extract the source code, amend, adapt, acquire, reproduce, show or carry out in public, transfer, sell, grant under licence, create works derived therefrom or based thereupon, republish, upload, amend, publish, transmit, distribute, exploit, bypass or translate (or attempt to do any of the above, or encourage or help any other person to do any of the above).

4. Registration

4.1. Registration. To register with Samsung Wemogee, the User must use correct data, must provide his/her own current mobile number, and update this information if the mobile number

changes. The User agrees to receive the codes for registration with Samsung Wemogee via text messages and calls (from us or from third-party suppliers).

4.2. Address book. The User shall regularly provide the telephone numbers of Samsung Wemogee users and other contacts present in the User's address book. The User confirms that s/he is authorised to provide us with said numbers in order to allow us to supply Samsung Wemogee.

4.3. Costs and taxes. The User is responsible for the data plan of the mobile operator and for the other costs and taxes associated with the use of Samsung Wemogee.

4.4. If the User is under the age of 13, s/he may not use Samsung Wemogee. If the User is aged between 13 and 18, s/he must read this Agreement together with a parent or legal guardian, and both must have understood and accepted the terms of the Agreement. Any parent or legal guardian who allows a person under 18 under his/her charge ("**Minor**") to use Samsung Wemogee undertakes to: (i) supervise the use of Samsung Wemogee on the part of the Minor; (ii) accept liability for all the risks associated with the use of Samsung Wemogee on the part of the Minor; (iii) accept full liability for any consequences deriving from the use of Samsung Wemogee on the part of the Minor; (iv) guarantee the accuracy and truthfulness of all the information sent by the Minor, and (v) accept responsibility for this Agreement and consider it binding with regard to accessing and using Samsung Wemogee on the part of the Minor.

5. Consent for the collection and use of data

5.1. The User accepts that Samsung and authorised service providers thereof may, in compliance with the laws currently in force, collect and process data regarding the use of Samsung Wemogee on the part of the User. In addition to the data required for registration, said data may include, specifically, the telephone number of the User, and, merely by way of example, information on errors and information regarding the management of the service (such as, for instance, information on how the service is used, how often a particular function is used, how frequently the app is installed/uninstalled and so on). These data may be used to create improvements and updates (if deemed appropriate by Samsung), to provide improvements and updates to the service (if deemed appropriate by Samsung) or customer support services or any other necessary or desirable services regarding the functioning of Samsung Wemogee, to verify that the User is using Samsung Wemogee in compliance with the terms and conditions of this Agreement or in any other way, as provided for in the Data Protection Information provided by Samsung. Samsung may occasionally update the Data Protection Information, so users should reread said Information from time to time. By using Samsung Wemogee, the User acknowledges and accepts that the information will be used by Samsung in compliance with the Data Protection Information provided by Samsung and available at www.wemogee.com. The User agrees not to block – electronically or by any other means – the transmission of data necessary to ensure compliance with this Agreement. Any attempt to block the data necessary for compliance with this Agreement shall be considered a breach of the Agreement, and may lead to the immediate termination thereof.

6. Intellectual property

6.1 Property. The User acknowledges that Samsung Wemogee is the property of Samsung and that it is protected based on the applicable laws regarding authorship rights, trademarks, commercial secrecy, patents and all other regulations in force governing intellectual property ("**Regulations Governing Intellectual Property**"). In addition, the User acknowledges and accepts that, with regard to his/her relationship with Samsung, Samsung holds and shall continue to hold all rights to, ownership of and interest in Samsung Wemogee, including the pertinent intellectual property rights, pursuant to the current Regulations Governing Intellectual Property. This Agreement does not entitle the User to ownership of Samsung

Wemogee, but merely grants the limited use thereof, which may be revoked pursuant to this Agreement. The User may use said information or materials belonging to Samsung only in compliance with the terms of this Agreement.

6.2 Trademarks. All Samsung trademarks, service marks, images and logos used in relation with Samsung Wemogee and in other ways are de facto or registered trademarks of Samsung. This Agreement does not grant any rights to, ownership of or interest in said trademarks, service marks, images and logos.

6.3 Software of third parties. Samsung Wemogee uses or includes software of third parties or other materials protected by copyright. Admissions, licence conditions and exclusions of liability regarding said materials are contained in the online electronic documentation of Samsung Wemogee, or may be attached by other means to said material or software of third parties.

7. Termination

7.1 Duration. This Agreement is valid from the first time the User accesses Samsung Wemogee, and does not have a set expiry date; this Agreement may continue until Samsung decides to discontinue the Samsung Wemogee service, or until the Agreement is terminated pursuant to the conditions established herein.

7.2 Termination on the part of Samsung. If any measures contained in this Agreement are not complied with by the User, or if Samsung has reason to consider that such a breach has occurred, Samsung may, at its exclusive discretion and without notice, immediately discontinue access to Samsung Wemogee and terminate this Agreement, without prejudice to all the other rights and remedies exclusively reserved for Samsung.

7.3 Right to make changes to, suspend or discontinue the service. Samsung reserves the right to make changes to, suspend or discontinue Samsung Wemogee in full or in part, with or without notice. Samsung declines all liability vis-à-vis the User or third parties in exercising said rights, at its sole discretion.

8. Disclaimer

TO THE EXTENT PERMITTED BY THE LAW, SAMSUNG WEMOGEE IS SUPPLIED “AS IS”, “WHERE IS”, “AS AVAILABLE” AND WITHOUT GUARANTEES OF ANY NATURE. SAMSUNG SHALL NOT ISSUE STATEMENTS OF ANY TYPE OF NATURE, EXPLICIT OR IMPLICIT, REGARDING SAMSUNG WEMOGEE, AND SPECIFICALLY EXCLUDES ANY GUARANTEE, INCLUDING, BUT NOT LIMITED TO, IMPLICIT GUARANTEES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

WITHOUT LIMITATION TO THE ABOVE, SAMSUNG DOES NOT STATE, DECLARE OR GUARANTEE THAT:

(A) THE USE OF SAMSUNG WEMOGEE WILL NOT CAUSE DAMAGE, INCLUDING LOSS OF DATA, TO THE USER'S COMPUTER OR DEVICES, OR TO ANY SERVICE OR SOFTWARE USED BY SAID COMPUTER OR DEVICES OR ANY APPLICATION CONTAINED ON THIS COMPUTER OR DEVICES; OR THAT

(B) SAMSUNG WEMOGEE (i) WILL FUNCTION WITHOUT INTERRUPTION, WITHOUT DELAY, SAFELY OR IN AN ERROR-FREE MANNER, (ii) WILL ALWAYS BE AVAILABLE OR FREE FROM COMPONENTS THAT CAN CAUSE DAMAGE OR CONTAIN ERRORS, OR (iii) WILL BE IMMUNE (INCLUDING THE CONTENT TRANSFERRED BY THE USER) FROM UNAUTHORISED ACCESS.

With the exception of what is established in the preceding paragraph, the User agrees to use Samsung Wemogee at his/her own risk.

9. Indemnity

The User shall, at his/her own expenses, indemnify, release and hold harmless Samsung and its licensors, parent company, associates and affiliates, directors, managers, employees and any parties acting on behalf of Samsung, from any claims, action, liability, losses, damage, legal action, concession, costs or expenses presented by third parties, including reasonable legal expenses, deriving from (i) the use of Samsung Wemogee on the part of the User or of any other person the User allows to use the application in any way that does not comply with the terms of this Agreement, (ii) any breach of this Agreement on the part of the User or of any other person the User allows to use Samsung Wemogee or (iii) any breach of laws, regulations or the rights of third parties on the part of the User or of any other person the User allows to use Samsung Wemogee.

10. Limitation of liability

TO THE EXTENT PERMITTED BY THE LAW, IN NO EVENT SHALL SAMSUNG OR ITS LICENSORS BE HELD LIABLE VIS-À-VIS THE USER OR THIRD PARTIES THE USER ALLOWS TO USE WEMOGEE FOR ANY LOSE OF PROFIT OR INDIRECT DAMAGE, EVEN IN THE EVENT EACH OF THE ABOVE WERE INFORMED OF THE POSSIBILITY OF SAID DAMAGE. THIS LIMITATION SHALL APPLY REGARDLESS OF THE HYPOTHESES OF LIABILITY PERTAINING TO FRAUD, FALSE DECLARATIONS, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCT LIABILITY, BREACH OF INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER HYPOTHESES. THIS MEANS THAT THE USER MAY NOT REQUEST, AND HENCEFORTH FOREGOES THE RIGHT TO CLAIM, ANY DAMAGES FROM SAMSUNG OR FROM ITS LICENSORS OR CONTENT SUPPLIERS.

11. Compliance

The use of Samsung Wemogee on the part of the User must comply with all the applicable laws and regulations. With the exception of the general aspects of the above, the User must observe all laws, regulations, measures and executive orders applicable established by any government authority regarding the export or import of Samsung Wemogee.

12. Other measures

12.1 Applicable law. This Agreement is governed by Italian law.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between the User and Samsung with regard to Samsung Wemogee. In the event any measure or term of this Agreement should be deemed invalid, unlawful or inapplicable, this shall not affect the validity, lawfulness and applicability of the rest of the Agreement. The User may be subject to supplementary terms and conditions regarding the use of services, content or software of third parties.

12.3 Waiver. Failure on the part of Samsung to exercise the rights or limitations set forth in its favour in this Agreement, or failure to take action against the User in the event of any breach of the Agreement, may not be considered a waiver on the part of Samsung of the aforementioned rights or of its right to take the aforementioned action in the event of any future breaches.