

GENERAL CONDITIONS OF SALE (Local Tourist Board)

1 Definitions

1.1 For the purposes of the application of these General Conditions of Sale, the terms with initial capital letter and in bold type (whether used in the plural or singular form) shall have the following meanings

- **LTB**: Local Tourist Board GARDA TRENTO SPA with registered offices in RIVA DEL GARDA;
- **Booking Centre**: technical management of queries and bookings for hospitality facilities in the Trentino Region, hotels and non-hotel facilities, including private apartments, camping sites and mountain huts, by the LTB via phone, fax, or e-mail;
- **TM Channel**: TM's Marketplace (www.visittrentino.info) and Link Key;
- **LTB Channel**: web portal of the LTB where the Products' booking and sale system is implemented;
- **Supplier Channel**: web portal of the Supplier, on which the software for the promotion and sale of the Products is implemented;
- **Cancellation Policy**: terms and conditions for Booking cancellation.
- **Purchase Confirmation**: the e-mail sent to the User to confirm purchase of the Product.
- **Supplier**: tourist operator part of the LTB, or tourist operator of the Trentino Region, marketing its Products on its own Channel (featured also on the TM Channel);
- **Information**: information and material concerning the LTB and/or the Supplier and/or its Products, published on their respective channels;
- **Cross-Environment Link Key**: technical operation carried out by TM to make the offers published by an LTB and/or by the Suppliers on their respective Channels visible, in a combined and aggregate form, on third-party websites, including by making use of the aggregations already operated by such third parties and/or by such LTBs or Consortia as Product or Project Pools or other cross-environment initiatives;
- **Marketplace**: the area within www.visittrentino.info made available by TM, in its capacity as provider, hosting the LTBs, Consortia, and Suppliers, who promote their own Products to Users;
- **No show**: User's failure to appear at the Supplier's facilities booked, without having cancelled the booking according to the terms and conditions contained in the applicable Cancellation Policy or in these General Conditions of Sale.
- **Overbooking**: a situation that occurs when a Supplier accepts more Bookings than there is room for.
- **Booking**: the acceptance of an offer for a **hospitality** Product, requested by the User on the LTB or Supplier Channel, including through the Marketplace;
- **Product/s**: commodities and/or services offered by the LTB and/or by the Supplier within the Autonomous Province of Trento, and published on their respective channels, including on the Marketplace;
- **Hospitality Product**: a hospitality product;

- **TM:** Trentino Marketing S.r.l., a single purpose company established by Trentino Sviluppo S.p.A, with registered offices in via Romagnosi,11, Trento, Italy;
- **User/s:** person (natural or legal) accessing the LTB or Supplier channels, including through the Marketplace.

2 **Scope of Application**

- 2.1 *The Product Purchase agreements between the User and the Supplier, entered into through the Supplier's channel, are governed under these general conditions of sale and under the special conditions of sale laid out by the Supplier.*
- 2.2 *In case of discrepancies, the special condition of sale of the Supplier shall prevail over these General Conditions of Sale.*
- 2.3 *These General Conditions of Sale can be accessed by the User throughout the purchasing process and are also published on the LTB's website.*
- 2.4 *In any case, where the User is a Consumer, the agreements entered into by such User shall be subject also to any applicable mandatory provision of law, in addition to the provisions of law governing e-commerce.*

3 **Subject Matter**

- 3.1 *These General Conditions of Sale regulate:*
- a) the conclusion of electronic agreements concerning the Product offered for sale on the Supplier's Channel;*
 - b) the conclusion of electronic agreements concerning the Product, entered into by the User through the Booking Centre.*
- 3.2 *These General Conditions of Sale and the special conditions of sale established by the Suppliers shall also apply where the User purchases the Product on the Supplier's channel, **accessing such Channel through the TM Channel (Marketplace and Cross-Environment Link Key)**. No sale agreement is entered into on the Marketplace.*

4 **Role of the LTB**

- 4.1 *The LTB is wholly extraneous to the agreement entered into between the User and the Supplier, and, consequently, does not assume any and whatsoever pre-contractual or contractual responsibility connected to the purchase (e.g., failed conclusion of the agreement; User's breach or delay in performing contractual obligations; "overbooking"; "no snow", etc.)*

5 **Purchase of a Hospitality Product.**

- 5.1 *The User enters into an agreement directly with the Supplier, concerning the booking and supply of accommodation, and concerning any other additional goods or services which the Supplier undertakes to provide to the User, against a monetary consideration paid by the User.*
- 5.2 *Any additional goods or services which the Supplier undertakes to provide are aimed at enabling the use of the services booked, according to the type of structure selected and in line with the quality standards applicable to the structure's classification or category.*
- 5.3 *The booking is followed by a **Purchase Confirmation** which contains summary information on the essential characteristics of the service booked, price, cancellation and/or payment terms and conditions, and guarantees, if any.*

- 5.4 In certain cases, **exclusively in case of private apartments and camping sites**, the booking requests are irrevocable (so-called ***Binding Request***). By sending a request, the User makes an irrevocable contractual offer to the Supplier (for a private apartment or camping site) under Articles 1329 and 1331 of the Italian Civil Code.
- 5.5 The Binding Offer cannot be modified for a maximum period of twenty-four (24) hours of its receipt by the Supplier, within which the Supplier may either accept or decline the booking request. In case of acceptance, the Purchase Confirmation is sent to the User, summarising all the information as per Article 5.3.
- 5.6 In case of non-acceptance or if, by the end of the (24 hr) period, the Supplier has not sent any Purchase Confirmation, a non-acceptance communication is sent to the User.
- 5.7 ***Upon conclusion of the booking process, the Supplier is directly bound towards the User to provide the tourism services booked, and the User is bound towards the Supplier, according to the terms and conditions reported in the Purchase Confirmation.***
- 5.8 Booking from a Supplier may also take place through the **Booking Centre** managed directly by an LTB via e-mail, or telephone. The Booking Centre operator shall not offer any advice and shall simply make the Supplier's Channel available to the User via e-mail, and telephone.
- 5.9 The Booking Centre operator shall not offer any advice and shall simply make the Supplier's Channel available to the User via e-mail, and telephone.
- 5.10 The order in which the structures available for Booking are listed on the Channel is casual, and does not follow any classification or quality criteria, as the structures are selected according to the search criteria entered by the User directly (or via Booking Centre, LTB) upon searching through the system, based on the following parameters: location, period, duration of stay, number of rooms requested, number of guests, and any filter applied to the services requested. LTB reserves the right to change the terms and conditions mentioned in this article 5.10 by prior notification of the structures.
- 5.11 The User acknowledges that the LTB reserves the right to regulate, independently and under their exclusive responsibility, the order in which the structures available for booking are presented.

6 Hospitality Product Purchase and Descriptive Data

- 6.1 *The information relating to the Hospitality Product offered are contained in the offer notes or details, accessible by the User before concluding the purchase process.*
- 6.2 *The term descriptive data shall mean the Information concerning the hospitality structures available for booking on the Supplier's Channel, providing a description of the structure, including its characteristics, the services available, images (photo/video/audio-video), and any other and different information or image published or divulged by the Supplier. The booking data provide information on the availability of rooms/accommodation, prices, offers, etc.*
- 6.3 *All the Information is published on the Supplier's Channel directly and autonomously.*
- 6.4 *The Supplier shall be directly and solely responsible towards the User for the correctness, comprehensiveness, truthfulness and updating of the Information, and particularly for:*
- a) *the content, nature, accuracy and comprehensiveness of the information, and for its truthfulness, updating, and compliance with the law, including with respect to*

information on the availability of rooms/accommodation and their relative prices, and on the quality of the service offered;

- b) the proper authorisation or right to use any materials and/or files uploaded or made accessible by the structure through links leading to third-party websites;*
- c) the compliance with any obligation of law connected to the exercise of the Supplier's business activity or to the conclusion of an on-line agreement between User and Supplier (e.g., information provided to the User under the terms of the Consumer's Code or the Tourism Code).*

6.5 LTB and/or TM do not and cannot carry out, and do not guarantee any check respecting the Information and the materials published by the Suppliers, and thus they do not, in any manner whatsoever, offer any guarantee or undertake any responsibility for any damage or loss suffered by the User in connection to or deriving from the circumstances listed under Article 6.4, letters a), b), and c).

7 Credit Card (Hospitality Product)

*7.1 The Supplier's Channel does not include any on-line payment method for the bookings made by Users. The bookings shall be paid for **off-line**, and any down payments, or any penalty fee charges in the cases provided for in these Conditions of Sale, shall also be discharged off-line, including where credit card details are requested online.*

7.2 The Supplier may ask the User to provide their credit card data for several purposes, including to secure their bookings; to pre-pay or pay any deposit and/or any charges due in case of application of the penalty fee, as indicated during the booking phase; in case the User should fail to provide full payment, without justification, at the end of their stay.

7.3 The data provided by the User are processed through information systems compliant with PCI DSS (Payment Card Industry Data Security Standard). All the transactions are carried out on connections protected through SSL (Secure Socket Layer) protection codes and https (http secure) protocol.

7.4 The acceptance of these General Conditions of Sale and the Supplier's special conditions of sale shall be valid as preventive authorisation to the Credit Institution and to the Supplier to use the data entered by the User for the above-indicated purposes.

7.5 The data collected, without prejudice to any applicable obligation of law, shall be erased immediately upon conclusion of the processing thereof.

7.6 Upon occurrence of the circumstances indicated by the Supplier in the special condition of sale, credit card details may be used by the Supplier off-line.

7.7 It is understood that neither TM or LTB assume any responsibility in the event of frauds or abuses carried out by third parties with the credit card details collected upon completing the booking, provided that such fraud or abuse is not connected to any act or fact ascribable to TM, or the LTB on account of wilful misconduct or gross negligence.

8 Guarantees - Confirmation Deposit (Hospitality Product)

8.1 The Supplier is entitled to request from the User, as guarantee for the booking of their structure, the payment of a sum of money by way of confirmation deposit under Article 1385 of the Italian Civil Code, and by way of down payment over the full sum due.

- 8.2 Such deposit payment represents a percentage of the full sum due for the service booked, calculated based on the rate communicated by the Supplier to the User, who provides the payment thereof via bank transfer to the coordinates provided by the Supplier, or via credit card.
- 8.3 The deposit - once paid - is held (also) by way of down payment over the price of the stay.
- 8.4 If, once the confirmation deposit is provided, the User should default, the Supplier may withdraw from the agreement and keep the paid deposit; if the Supplier should default, the User may withdraw from the agreement and demand the reimbursement of the sums paid under this Article.
- 8.5 In case of **bank transfer** the booking is done “subject to collection” of the deposit, which is to be deemed a condition for termination under Article 1353 of the Civil Code.
- 8.6 The Supplier is thus bound to keep the booking valid for five calendar days as of the date in which the booking is sent. Within the same period of time (5 days), the User must complete the payment and send the Supplier, either via fax or via e-mail, a copy of the bank transfer slip showing the Transaction Reference Number or other equivalent code.
- 8.7 If the above period of time has lapsed without the Supplier having received evidence that the requested payment was made, if the Supplier wishes to be released from any obligation towards the person who ordered the booking, they must immediately contact the User in writing (via e-mail) to receive confirmation that the payment was not made, and shall consider the above termination condition to have taken place, releasing the User from any obligation. The Supplier shall also be released from any obligations towards the User in case the Supplier’s attempts to contact the User fail, if the User fails to reply to the above e-mail within twelve (12) hours from when it was sent.
- 8.8 By choosing to use a credit card to pay the down-payment, for which the User shall provide personal data during the booking process, said User automatically authorises the Hospitality Operator to withhold the amount agreed to as down-payment by charging it to the credit card of the User. It is understood that should this charge be refused for any reason whatsoever, the Hospitality Operator shall be entitled to cancel the booking without any liability. Trentino Marketing S.r.l. and LTB are entirely extraneous to this operation and cannot be held liable for it. In case of a booking requiring the payment of a deposit through bank transfer and/or credit card, the User and the Supplier undertake to comply with the conditions laid out in this Article.

9 Guarantees - “Last Minute” Booking (Hospitality Product)

- 9.1 In case the booking is made “last minute”, meaning that the stay is scheduled to start within four (4) days, counting from the day after the day in which booking is made, the Supplier may, upon receiving such booking, contact the User in writing no later than twenty-four (24) hours from the booking, to request **further forms of guarantee** in addition to those accepted by the User in the booking process.
- 9.2 The Supplier may thus request the User to provide:
- a) the User’s credit card details, in order to immediately start the payment process for a sum of money, by way of confirmation deposit under Article 1385 of the Italian Civil Code. The Supplier may exercise this faculty

exclusively when the “last minute” booking is done through a bank transfer, and the bank transfer is yet to be made by the User, or in case of communication of credit card details as booking “guarantee”; **or**

- b) within the period of time decided by the Supplier, via e-mail or via fax, a copy of the bank transfer slip showing the Transaction Reference Number or equivalent code. This shall apply exclusively when the bank transfer has already been made by the User.
- 9.3 It is understood that the Supplier must exercise such faculty in writing - via e-mail or via fax - and by no later than twenty-four (24) hours of the booking, with the consequence that, in case the Supplier should make such request verbally or make such request in writing but after expiry of said 24-hour period, the booking validly entered in the system shall produce binding effects upon the Parties.
- 9.4 In all the cases provided under letters a) and b) of Article 9.2 above, the User must comply with the Supplier’s request no later than as requested. Where the User should fail to comply with the above, the Supplier shall be entitled to terminate the agreement under Article 1456 of the Civil Code.
- 9.5 Therefore, the User shall be deemed exonerated from any and whatsoever obligation towards the User, without any possibility for the latter to claim any sums by way of indemnification or compensation or on any other grounds. The above shall apply, by way of example and not limitation, in the event the User should fail to provide their credit card details; in case the credit card payment of the deposit does not go through; where the User should fail to send the bank transfer slip within the due time, or in case the User was unreachable, with evidence of the Supplier’s attempts to reach the User, in the twenty-four (24) hours following the booking.
- 9.6 Conversely, where the User should comply with the Supplier’s request, and pays the deposit or promptly sends a copy of the bank transfer slip, the Supplier shall be under obligation to send the User an e-mail (or fax) containing a summary of the terms and conditions personally and directly agreed to between the Supplier and the User.
- 9.7 The confirmation deposit paid by the User shall also be held by way of down payment over the price of the stay.

10 Start and End of the Stay (Hospitality Product)

- 10.1 The User shall be entitled to use the booked services from 14.00 of the scheduled arrival date.
- 10.2 The booked services shall terminate by 10.00 of the leaving date.
- 10.3 In the event the Guest should fail to vacate the premises by 10.00 of the leaving date, the Supplier shall have the right to invoice an additional day of stay.
- 10.4 Should the User leave ahead of the scheduled leaving date, the Supplier shall have the right to demand the full compensation agreed, and shall also be at liberty, where possible, to assign the unused units to other users.

11 Withdrawal and Booking Cancellation - No Show (Hospitality Product)

- 11.1 *In compliance with Article 55, paragraph 1, letter b), of Legislative Decree No. 206 of 06/09/2005 (Consumer’s Code), the right of withdrawal provided under Article 64 of said Code does not apply to the provision of hospitality services.*
- 11.2 *Users’ booking cancellations shall be subject to these General Conditions of Sale and to the Supplier’s special conditions of sale.*

- 11.3 *In order to cancel a booking, the User must serve a written communication (in the manners indicated in the purchase Confirmation) upon the Supplier (and only as copy to the LTB: iat@gardatrentino.it).*
- 11.4 Where a booking is cancelled within the agreed times, the User shall be entitled to be reimbursed for the confirmation deposit paid upon booking, net of any costs, duly accounted for, borne by the Supplier.
- 11.5 The confirmation deposit shall be reimbursed via bank transfer within 30 days of the cancellation if the confirmation deposit has already been credited to the Supplier, or, if the sum hasn't been credited, within 30 days of the date in which the confirmation deposit is received by the Supplier.
- 11.6 If the booking cancellation is received **after the agreed time**, or is not received at all, or if the User fails to appear at the structure (so-called **No Show**), the Supplier may apply the following fees:
- in case of confirmation deposit, as provided under Article 8 above, the Supplier may keep the full sum paid via bank transfer or via credit card;
 - in case the User has provided their credit card details as a form of guarantee for the booking, the Supplier may withdraw from such card the sum agreed by way of penalty fee. In this case the Supplier must expressly inform the User, via e-mail or fax, of its intention to charge the User for the sum agreed by way of penalty fee.
- 11.7 A No Show shall occur when the User has failed to arrive at the booked facilities by 18.00 of the scheduled day of arrival, unless agreed otherwise.
- 11.8 Any modification by the User to the duration of a previously booked stay and/or a reduction of the booked accommodations, must be agreed directly with the Supplier, without prejudice to the Supplier's right to invoke the provisions of this Article, where applicable.

12 Replacement Accommodation: unforeseeable circumstances or force majeure - Overbooking (Hospitality Product)

- 12.1 By sending a booking, the Supplier **undertakes an obligation** towards the User, and cannot withdraw from the booking or cancel it, including in part, being under obligation to provide the booked service, unless the booking has become impossible due to unforeseeable circumstances or force majeure, except in case of default of the User as provided under the express termination clause.
- 12.2 Upon the occurrence of **unforeseeable circumstances** or **force majeure**, the agreement with the User is terminated, and the Supplier is exclusively under obligation to return the sums received from the User to confirm their booking.
- 12.3 However, with the consent of the User, the Supplier **may** make available to the User an alternative accommodation, as a replacement of the accommodation booked and no longer available, as long as the such alternative accommodation has equivalent or superior characteristics to the accommodation booked.
- 12.4 Conversely, in case the service being booked is unavailable on account of **Overbooking** or for any other reason ascribable to the Supplier (such as imperative management reasons), the Supplier **shall be under obligation** to provide the client an alternative accommodation in a category that is equivalent or superior to the one booked, within the same facilities or, if necessary, within different facilities located in the same location or in a neighbouring location, belonging to a category that is at least equivalent to that of the Supplier, and offering similar or superior services.

- 12.5 Any additional costs for such replacement accommodation shall be borne entirely by the Supplier.
- 12.6 However, in the case provided under 12.4, if **the User declines** such alternative accommodation, the latter shall be entitled to the reimbursement of the sum paid by way of confirmation deposit, in case of booking through credit card without confirmation deposit, the Supplier is under obligation to pay the User, by way of penalty fee, a sum equivalent to 20% of the total cost of the services originally booked.
- 12.7 Likewise, in the case provided under 12.4, where **the Supplier should be unable or unwilling to find an alternative accommodation** with the characteristics detailed above, and if the User has paid a confirmation deposit, the Supplier is under obligation to return double the confirmation deposit received. Only in case of booking with credit card without confirmation deposit, the Supplier shall be under obligation to pay the User, a sum equivalent to 25% of the total cost of the services originally booked.
- 12.8 The LTB - where it may be possible and in case of inaction of the Supplier - may look for an **alternative accommodation** for the User, as a replacement of the accommodation booked and no longer available, with equivalent or superior characteristics to the accommodation originally booked (so-called “rerouting”). It is understood that:
- the User must pay the new structure found by the LTB the sums requested by said structure on account of such alternative accommodation, in line with the applicable prices;
 - the LTB offers no guarantees whatsoever with respect to the sums due to the User by the Supplier being replaced;
 - the User may not in any way whatsoever claim any payment by the LTB of any sums paid to the Supplier being replaced, including by way of deposit, and may not claim any reimbursement from the LTB on account of any default of the Supplier.

13 Rights of the User (Hospitality Product)

- 13.1 From the beginning of the stay, the User acquires the right to use the rented units, the furnishings therein, and the structures which are normally, and under no special conditions, are available to guests.

14 Obligations of the User (Hospitality Product)

- 14.1 Upon booking, the User must provide truthful information, especially with respect to the age and number of the guests for which the booking is submitted.
- 14.2 As of the booking, in order to submit any request and/or modification the User must contact the Supplier directly, using the indications reported at the end of the purchase Confirmation.
- 14.3 Any request for partial modification of the booking must be submitted - exclusively in writing - to the Supplier booked, which, compatibly with its organisational requirements, may accept or decline such requests, or agree any modifications with the User, under the same terms and conditions originally agreed, and in the manners and times which the Supplier shall deem opportune. Article 15.2 shall apply.

- 14.4 The payment of the sum due by the User must be made directly to the Supplier, as per the instructions provided by the latter in the purchase Confirmation, net of any confirmation deposit paid, if any, which is withheld by way of down payment, without prejudice to the compliance with any provision of law respecting payments in cash.
- 14.5 Before using any unusual electric equipment, the User must request the prior authorization of the Supplier.
- 14.6 For any damages caused by the User, the general laws and regulations applicable to damage compensation shall apply.
- 14.7 Therefore, the User shall be liable for any fact or act ascribable to the User, either directly or indirectly (as caused by persons under the User's responsibility), which have caused any damage to the Supplier or to third parties.

15 Rights of the Supplier (Hospitality Product)

- 15.1 In case the User should refuse to pay the due sums, or make any payments in arrears, the Supplier shall have the right to retain the User's belongings which are still within the hospitality structure, in order to guarantee its right to obtain payment of the sums due on account of the services provided.
- 15.2 If, upon *checking-in*, the number of adults and children, and their respective ages, should differ from the numbers and ages declared in the booking, the Supplier shall be entitled to replace the assigned accommodation with more adequate ones, if available, or request the payment of an additional sum over the sum originally agreed, or annul the booking for default and cause of the User, and keep the sum paid by way of deposit.
- 15.3 The Supplier shall have the right to remove the User from the hospitality structure if the User:
- a) uses the facilities in such a way as to damage the property or make it intolerable for the other guests to reside within the same structure, holding a disrespectful, outrageous, or in any way reckless conduct, or being responsible for criminally liable conducts against the Supplier, the members of staff and/or the persons who are within the hospitality structure;
 - b) suffers from any contagious illness or an illness which evolution exceeds the duration of the agreed stay, or in case special care is required;
 - c) fails to discharge, within the agreed times, the payment of the sums requested and due.

16 Obligations of the Supplier (Hospitality Product)

- 16.1 *The Supplier is under obligation to provide the services agreed in line with the quality standards adequate to the type of service booked and the classification of the hospitality structure booked.*

17 Animals (Hospitality Product)

- 17.1 The presence of animals is normally not allowed inside the hospitality structure, unless previously authorised by the Supplier, and subject to an additional charge, if applicable. Such authorisation must be requested upon submitting a booking request.

18 Feedback and Rating (Hospitality Product)

- 18.1 *The system includes a Feedback system, by publishing the evaluations and comments*

- submitted by previous guests of a hospitality structure in the Trentino region.*
- 18.2 *At the end of their stay, the User is automatically sent a message to invite them to rate their stay, and the services in general, by assigning points through a set evaluation form, or by expressing their own personal comments on their stay.*
- 18.3 *The system also features the average points awarded by Users (Rating) who have stayed in the same structure.*
- 18.4 *The Users' evaluation (points and comments, if any) is published automatically. TM and/or the LTB do not overwrite, interpret, or modify the comments expressed by the Users.*
- 18.5 *TM and/or the LTB do not make any checks as to the accuracy of the claims made in any comment or to the facts from which the points assigned by the User to the Supplier originate.*
- 18.6 *The User assumes every responsibility associated with, on any grounds whatsoever, the content of their comments, and undertakes to indemnify and hold TM and/or the LTB harmless from any and whatsoever claim on such regard (including any legal costs and expenses) irrespective of who raises such claims.*
- 18.7 *The LTB invite the User to manifest their thoughts within the limits dictated by common sense, civility, and without using any wrongful expressions, that is any expressions contrary to the law, public order and decency.*
- 18.8 *The Supplier may, in any case, respond to the evaluation received. The comments which are objected to on grounds of being wrongful shall be immediately removed by the LTB.*

19 Responsibility

- 19.1 *The User acknowledges and accepts that no responsibility may be ascribed to the LTB:*
- *on account of the failed conclusion of bookings through the Supplier's Channel, for mistakes in bookings, any direct or indirect damages caused by the impossibility, including temporary, to use the system due to causes not ascribable to the LTB, for any direct or indirect damage deriving from the abuse use thereof by third parties;*
 - *for breach or delay in performance of the agreement entered into between the User and the Supplier;*
 - *for the Information entered or communicated to the LTB by a Supplier, who shall be solely and directly liable for any matter pertaining to the accuracy, completeness, translation, and updating of the Information on the Supplier's Channel, and for the availability of rooms and accommodation, the prices indicated, the quality of the services offered, and the information provided, including photographic;*
 - *in case the above Information should infringe any third-party right (by way of example and not limitation, image rights, copyright, brands, etc.);*
 - *in case the transaction using the credit card details to charge a cancellation penalty fee should not be successfully completed due to insufficient funds or for causes other than causes subject to checks, or occurring at a time after the date of booking.*

20 Suspended access to and use of the Supplier's Channel

- 20.1 *The User declares to be aware that the LTB may or will be forced to temporarily suspend or definitively prevent any access to or use of the Supplier's channel in the*

following cases:

- a) unforeseen circumstances or force majeure;
- b) orders issued by an Authority;
- c) upgrading, repair, and maintenance works.

20.2 In the case of letter c), the LTB undertakes to enable access to the Supplier's Channel within 48 hours, provided that such suspension depends on the LTB, and falls within its sphere of operation.

21 Applicable Law and Jurisdiction and Venue

21.1 *These General Conditions of Sale and the Supplier's special conditions of sale are governed under the laws of Italy.*

21.2 *Any disputes that may arise out of the performance and/or interpretation and/or validity of these terms and conditions, or any other matter connected thereto shall be subject exclusively to the laws and the jurisdiction of the courts of Italy.*

21.3 *Without prejudice to the above, if:*

- a) *the User should be qualified, under the terms of Legislative Decree No. 79 of 23/05/2011 (Tourism Code) and Legislative Decree No. 206 of 06/09/2005 (Consumer's Code), as a Tourist-Consumer, the competent Court shall be the Court having jurisdiction over the User place of residence or domicile, if such place is within the territory of the State of Italy;*
- b) *the User is not a Tourist-Consumer or, though qualified as Tourist-Consumer, is not resident or domiciled in the national territory of Italy, the Court with exclusive jurisdiction to decide on any dispute connected with these Conditions shall be the Court of Trento.*