

# Terms and Conditions of [www.becountry.it](http://www.becountry.it)

These Terms govern

- the use of this Website, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Website is provided by:

BeCountry s.r.l - via Monte Sabotino, 2 - 24121 Bergamo (Italia)

**Owner contact email:** [info@becountry.it](mailto:info@becountry.it)

"This Website" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Service;

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- **Usage of this Website and the Service is age restricted** : to access and use this Website and its Service the User must be an adult under applicable law.

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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Website.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Website, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognised as adult by applicable law;

### Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Website.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

### **Account suspension and deletion**

The Owner reserves the right to suspend or terminate the User's account at any time and without notice, at the Owner's sole discretion, in these cases:

- User has violated these Terms; and/or
- User's access or use of this Website may cause injury to the Owner, other Users or third parties; and/or
- the use of this Website by the User may cause violation of law or regulations; and/or
- in case of an investigation by legal action or governmental involvement; and/or
- the account or its use is deemed to be, at the Owner's sole discretion inappropriate or offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

### **Content on this Website**

Unless where otherwise specified or clearly recognisable, all content available on this Website is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on this Website - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Website, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Website, the User may download, copy and/or share some content available through this Website for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Content provided by Users**

The Owner allows Users to upload, share or provide their own content to this Website.

By providing content to this Website, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the respective section on this Website which details the acceptable uses.

Users acknowledge and accept that by providing their own content to this Website they grant the Owner a non-exclusive, worldwide, fully paid-up and royalty-free, irrevocable, perpetual (or for the entire protection term), sub-licenseable and transferable licence to use, access, store, reproduce, modify, distribute, publish, process into derivative works, broadcast, stream, transmit or otherwise exploit such content to provide and promote its Service in any media or manner.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to this Website.

Users acknowledge, accept and confirm that all content they provide through this Website is provided subject to the same general conditions set forth for content on this Website.

Users are solely liable for any content they upload, post, share, or provide through this Website.

Users acknowledge and accept that the Owner filters or moderates such content after it has been made available.

Therefore, the Owner reserves the right to refuse, remove, delete, or block such content at its own discretion and to deny access to this Website to the uploading User without prior notice, if it considers such content to infringe these Terms, any applicable legal provision or third-party right, or to otherwise represent a risk for Users, third parties, the Owner and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Website.

## **Access to external resources**

Through this Website Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## **Acceptable use**

This Website and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Website and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Website or the Service, terminating contracts, reporting any misconduct performed through this Website or the Service to the competent authorities - such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## **"Tell-a-friend"**

This Website gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on this Website.

In order to take advantage of this offer, Users may invite others to purchase the Products on this Website by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on this Website any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on this Website.

Tell-a-friend codes may be limited to specific Products among those offered on this Website.

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

## **TERMS AND CONDITIONS OF SALE**

## **Paid Products**

Some of the Products provided on this Website, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Website.

To purchase Products, the User must register or log into this Website.

## **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of this Website and are subject to change without notice.

While Products on this Website are presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

## **Purchasing process**

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Users may review their purchase selection, modify, remove or add items.
- Users will be required to specify their billing address, contact details and a payment method of their choice.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, or altogether abort the purchasing process with no consequence.
- After providing all required information, Users must carefully review the order and, subsequently, may proceed to checkout.
- By clicking on the checkout button, Users open the [Stripe](#) checkout view wherein they will be required to specify their contact details and a payment method of their choice.
- Users, who have not already done so, may ask Stripe to store their payment information for future purchases on this Website or sites that use Stripe as a payment gateway. The User may read the privacy policy of Stripe and this Website to learn more about the data processing and User rights regarding their data.
- Within the Stripe checkout view, Users may be requested to also specify their billing and shipping address.

To submit the order, Users must accept these Terms and use the respective button or mechanism on this Website, hereby committing to pay the agreed-upon price.

## **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website are displayed:

- including all applicable fees, taxes and costs.

## **Offers and discounts**

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of this Website.

Offers and discounts are always granted at the Owner's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this document, unless otherwise specified.

## **Coupons**

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfil its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving instalment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

## **Methods of payment**

Information related to accepted payment methods are made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website.

Payment methods marked accordingly are managed directly by the Owner. In this case, the Owner collects and stores the data necessary for the processing of payments and for fulfilling any legal obligation related to them. The User may read the privacy policy of this Website to learn more about the data processing and Users' rights regarding their data.

Other payment methods – if any – are independently provided by third-party services. In such cases this Website collects no payment information – such as credit card details – but only receives a notification from the relevant third-party provider once the payment has been successfully completed.

If payment through the available methods fail, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Delivery**

### **Performance of services**

The purchased service shall be performed or made available within the timeframe specified on this Website or as communicated before the order submission.

## **User rights**

### **Right of withdrawal**

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

### **The right of withdrawal does not apply on this Website**

Users acknowledge and accept that the right of withdrawal does not apply to contracts concluded over this Website due to the nature of its offering.

## **Liability and indemnification**

### **Australian Users**

#### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

### **US Users**

#### **Disclaimer of Warranties**

**This Website is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.**

**Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.**

**The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.**

**The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.**

**Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.**

#### **Limitations of liability**

**To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for**

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;**
- any errors, mistakes, or inaccuracies of content;**
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;**
- any interruption or cessation of transmission to or from the Service;**
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

**This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.**

**Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.**

#### **Indemnification**

**The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from**

- User's use of and access to the Service, including any data or content transmitted or received by User;**
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- User's violation of any statutory law, rule, or regulation;**
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- User's willful misconduct; or**
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

# Common provisions

## No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

## Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events( infrastructural breakdowns or blackouts etc.).

## Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

## Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

## Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Website are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Website are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

## Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## Contacts



All communications relating to the use of this Website must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for a higher applicable consumer protection standard, such higher standards shall prevail.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

## **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 7 days of receiving it.

### **Amicable resolution of disputes between Users**

Users may bring disputes with other Users resulting from their interaction via this Website to the Owner, who will then try to mediate the conflict in order to achieve an amicable solution. While Users' right to take legal action shall always remain unaffected, if any such controversy between Users should arise in connection with using this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

## **Online dispute resolution for Consumers**

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

## **Definitions and legal references**

### **This Website (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Business User**

Any User that does not qualify as a Consumer.

### **Coupon**

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

### **European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides this Website and/or the Service to Users.

### **Product**

A good or service available for purchase through this Website, such as e.g. physical goods, digital files, software, booking services etc.

The sale of Products may be part of the Service.

### **Service**

The service provided by this Website as described in these Terms and on this Website.

### **Terms**

All provisions applicable to the use of this Website and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

### **User (or You)**

Indicates any natural person or legal entity using this Website.

### **Consumer**

Consumer is any User qualifying as such under applicable law.

Latest update: 15 June 2023

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