

# TERMS AND CONDITIONS OF USE

## 1. OVERVIEW

These terms and conditions of use govern access to and use of the Website [www.3bee.com](http://www.3bee.com) and <https://www.mypolly.it/> operated by 3Bee S.r.l. (hereinafter, the “Website”), as well as the purchase of products/services offered by 3Bee through the Website. These terms and conditions also apply to the B2B segment that redeems 3Bee Products and Services through vouchers.

This page must be reviewed by the user – as defined below – prior to creating an account and purchasing the products/services offered herein. The purchase of products/services offered by 3Bee, as described below in Section 5, implies full knowledge and consequent acceptance of these terms and conditions of use (hereinafter “Terms of Use” and/or “Terms” and/or “Terms of Service”).

Any new feature, element or tool added to the Website shall be subject to these Terms of Use. The most recent and updated version of the Terms of Use shall always be available in the relevant section of the Website. We reserve the right to update, change or replace, in compliance with applicable law, any part of these Terms of Use. Any amendment shall take effect from its publication on this page. Accordingly, the purchase of products/services following the publication of any amendments constitutes full acceptance thereof.

## 2. DEFINITIONS

To enable a complete understanding and acceptance of these Terms of Use, the following terms, in singular and plural, shall have the meaning set out below:

**Owner and/or 3Bee:** 3Bee S.r.l., with registered office at via A. Volta n. 4, Trezzo Sull’Adda (MI), Italy, VAT / Tax Code 09711590969, REA No. MI - 2109101, certified email address [3bee@legalmail.it](mailto:3bee@legalmail.it) (Throughout the Website, the terms “we”, “us” and “our” refer to 3Bee);

**Website:** the website [www.3bee.com](http://www.3bee.com);

**Products:** the products and/or services that users may purchase through the Website (e.g. honey; e-books; the pollinator house “Polly House”, “Adopt a Species”);

**Services:** the services provided through the Website by 3Bee (e.g. “Adopt a Beehive”; “Adopt a Plant”);

**User:** any person who accesses and uses the Website;

**Consumer User:** a natural person of legal age who enters into a contract for purposes unrelated to any business, commercial, craft or professional activity they may carry on, as defined by Article 3 of Legislative Decree No. 206 of 6 September 2005 (the “Consumer Code”);

**Third-Party Supplier:** a natural or legal person, other than the Owner, who provides services to Users through the Website, acting in the course of their business, commercial, craft or professional activity (e.g. beekeepers, growers...);

**Content:** any textual or multimedia element on the Website, including by way of example advertisements, listings, reviews, images, designs, graphics, sounds, music, videos, etc.;

**3Bee APP:** the mobile application developed by 3Bee and/or the WebApp accessible at <https://app.3bee.com/#/> or [www.3bee.com](http://www.3bee.com).

### **3. PURCHASING A PRODUCT AND/OR SERVICE THROUGH THE WEBSITE**

All Products and/or Services offered through the Website are described in detail on the relevant pages within the Website (quality, features, availability, price, delivery times and costs, ancillary charges, etc.). Some errors, inaccuracies or minor differences may occur between what is published on the Website and the actual Product and/or Service. Furthermore, any images of Products are for illustration purposes only and do not constitute a contractual element.

Purchases and/or requests for supply by natural persons are permitted only on the condition that Users are of legal age. For minors, any purchase and/or request for supply of Products and/or Services through the Website must be reviewed and authorised by parents or those exercising parental responsibility. Therefore, by accepting these Terms of Use, the User declares that they are of legal age in their state or province of residence and/or that they have given their consent for any minor over whom they exercise parental responsibility to use this Website and avail themselves of the Services offered herein. Booking of Services and/or Products and related payments must be made by the person exercising parental responsibility. In the event of breach of this warranty, only the User in breach shall be held solely responsible for all damages and any costs incurred.

The contract for the sale of Products and/or the contract for the supply of Services shall be deemed concluded upon acceptance by the Owner of the User's contractual proposal. Accordingly, the Owner shall have, at its sole discretion, the right to accept or reject the User's order without the User being entitled to raise any objection or complaint on any grounds whatsoever. The Owner shall accept the User's contractual proposal by sending an order confirmation to the email address provided by the User or by displaying an order confirmation web page, which shall contain the order date, the User's details, the features and availability of the selected Product and/or Service, the price, any additional charges and taxes, and the delivery address.

The contract for the sale of Products and/or the contract for the supply of Services shall not be deemed effective between the parties absent the foregoing.

It is understood that the contract shall be deemed concluded in relation to the Products/Services accepted by the Owner.

The User undertakes to verify the accuracy of the data contained in the order confirmation and to immediately notify the Owner of any errors, and shall retain a copy of their order, the relevant confirmation and these Terms.

The User may not use our Products and/or Services for any illegal or unauthorised purpose, nor may the User, in using the Products and/or Services, violate any law of their jurisdiction.

The User must not transmit any worms, viruses or any code of a destructive or malicious nature.

A breach or violation of any of these Terms shall result in the immediate termination of the Services, without prejudice to compensation for any further damage suffered by 3Bee or third parties directly or indirectly harmed.

#### **4. REGISTRATION**

It is not necessary to register an account to purchase a Product and/or Service on this Website. However, access to certain sections of the Website may require the creation of a personal online account.

In any event, to proceed with the order, the User is required to declare, by ticking the appropriate box, their acceptance of these Terms and Conditions and their acknowledgement of the Privacy Policy.

The User is responsible for safeguarding their login credentials, which must be used exclusively by the User and may not be transferred to third parties. The User undertakes to keep them confidential and to ensure that no third party has access to them, and to immediately inform the Owner if they suspect or become aware of any improper use or unauthorised disclosure thereof.

The User warrants that the personal information provided during the registration process is complete and truthful, and undertakes to hold the Owner harmless and indemnified from any damage, compensation obligation and/or penalty arising from or in any way connected to the User's breach of the rules on registration on the Website or the safekeeping of registration credentials.

## **5. TYPES OF PRODUCTS / SERVICES**

The terms and conditions of sale and delivery of each of the Services and/or Products available on the Website are described below:

(5.1) "ADOPT A BEEHIVE"

(5.2) "ADOPT A PLANT"

(5.3) "3BEE VOUCHERS"

(5.4) "POLLY HOUSE"

(5.5) "ADOPT A SPECIES"

### **"ADOPT A BEEHIVE"**

#### ***a) Features***

3Bee has developed a tool for monitoring the status and health of beehives, called Hive-Tech, through which beekeepers affiliated with 3Bee (Third-Party Suppliers) can constantly and comprehensively monitor their beehives in order to optimise production, save time and care for their bees by preventing problems and diseases.

3Bee offers the User the opportunity to "adopt" a beehive and remotely monitor the adopted beehive.

This service is provided by 3Bee FREE OF CHARGE, as an ancillary service, where the User purchases honey, on the terms specified below.

The "Adopt a Beehive" Service may also be purchased individually without the need to purchase honey.

The “Adopt a Beehive” Service purchased individually constitutes a complex unitary service, whose economically and functionally prevailing component is completed upon the conclusion of set-up activities and the sending of the adoption certificate. The consideration remunerates the following main activities: (i) assignment of the beehive and beekeeper (Third-Party Supplier); (ii) configuration of the user profile on the 3Bee platform/APP; (iii) issuance and sending of the adoption certificate. The remote monitoring service via the 3Bee APP, although continuing for 12 months, constitutes a free ancillary component – identical to that included free of charge with the purchase of honey – and does not form the subject of a separate consideration. The User acknowledges and accepts that the main service is deemed completed upon the sending of the adoption certificate and the activation of access to the monitoring platform.

Through the “Adopt a Beehive” Service, the User can remotely monitor – via the 3Bee APP – the growth of the adopted beehive through 3Bee sensors. The User will receive directly from the beekeeper notifications, news, videos and photos of the adopted beehive, data on the health status of the bees, as well as an adoption certificate (PDF format) attesting to the protection and care of the adopted beehive and its bees.

The User has the option to select:

(1) the type of beehive to “adopt” (based on the type of honey, the nationality and/or region where the beehive is located, the name of the queen, the significance of the pollinated blossom or the number of bees the User wishes to protect);

(2) the beekeeper (Third-Party Supplier) who will oversee the conditions and maintenance of the selected beehive and share information on the beehive’s health status.

3Bee reserves the right to replace the selected beehive should operational impediments arise that make it impossible to provide the service.

#### ***b) Purchase Honey***

The honey will be shipped to the address provided by the User at the time of registration. The quantities and delivery terms for the honey are indicated from time to time on the Website. The expected date may vary significantly depending on beehive availability and natural conditions.

Should the beekeeper selected by the User no longer have honey available, 3Bee reserves the right to identify another supplier for product delivery to the customer.

If the address is not entered within 12 months from the service activation date, including in the case of voucher redemption, the option to receive honey shall permanently expire and the honey will no longer be shipped.

By purchasing honey, the User will receive the “Adopt a Beehive” Service free of charge on the terms specified above.

The purchase of honey with the included “Adopt a Beehive” Service is primarily a sale of movable goods (the honey). The consideration paid by the User fully remunerates the Product purchased (the honey); the “Adopt a Beehive” Service is provided free of charge as an ancillary commercial benefit and does not form the subject of a separate or independent consideration. The User acknowledges that the main performance is deemed executed upon delivery or shipment of the honey to the indicated address.

### *c) Gift Honey or the “Adopt a Beehive” Service*

The User has the option to gift honey and/or the “Adopt a Beehive” Service through three different options:

(1) “You choose and send email”: the User selects the beehive and/or honey and the beekeeper, and enters the recipient’s email address, who will receive a scheduled email. The recipient will then receive their monitoring credentials and user profile.

(2) “You choose and deliver by hand”: the User selects the beehive and/or honey to gift and receives a certificate with a redemption code. The User can download the adoption certificate and deliver it to the recipient (physically and/or via email). The recipient will redeem their gift by accessing the 3Bee APP, following the procedure described on the certificate.

(3) “Let the recipient choose”: Gift a gift card with an amount of honey and/or a beehive to adopt. The recipient can access <https://www.3bee.com/adotta-alveare/> to redeem the Product/Service by selecting from the gift options received (e.g. honey, beehive and beekeeper). For further information regarding the operation of 3Bee vouchers, please refer to Section 5.3.

In the case of gifts, each gift card or code is to be considered a single-use voucher, usable exclusively to redeem the same type of product or service indicated in the gift.

*d) Duration*

Upon purchasing the “Adopt a Beehive” Service and/or honey, the “Adopt a Beehive” Service is guaranteed for a period of 1 (one) year from the date of purchase. After 1 year, the beehive will no longer be protected by 3Bee monitoring.

*e) Subscribe or Purchase in Advance the “Adopt a Beehive” Service or Honey*

The User may choose to purchase the “Adopt a Beehive” Service or honey – and thus avail themselves of the related free “Adopt a Beehive” Service – also through the following methods:

(i) “By subscription”, by selecting the automatic renewal option at the time of purchase. In this case, upon expiry of the initial contract term (one year from the date of purchase), the contract shall automatically renew for further periods of one year, under the same conditions and for the same period. In any event, should the User also purchase, in addition to honey and/or the “Adopt a Beehive” Service, the Products/Services referred to in subsequent paragraphs f) and g) [i.e. “Purchase an E-BOOK” and/or “Online Tasting 45 Min”], such Products and/or Services shall not be subject to automatic renewal and shall therefore be considered as purchased on a one-off basis.

In any event, the renewal option may be changed by the User at no additional cost – upon expiry of each effectiveness period – by sending an email to [info@3bee.it](mailto:info@3bee.it) through which the User will communicate their wish to cancel the “automatic renewal” option, providing the following details: (a) type of “subscription” Product/Service purchased and date of purchase; (b) order number; (c) User’s name and surname; (d) User’s address; (e) email associated with the account from which the order was placed.

(ii) “In advance”, i.e. by purchasing the “Adopt a Beehive” Service or honey in advance for the period (e.g. 2 years, 3 years, etc.) indicated on the Website and selected by the User at the time of purchase. By choosing this option, the User may, where expressly provided on the Website, benefit from special dedicated discounts. In any event, should the User

also purchase, in addition to honey and/or the “Adopt a Beehive” Service, the Products/Services referred to in subsequent paragraphs f) and g) [i.e. “Purchase an E-BOOK” and/or “Online Tasting 45 Min”], such Products and/or Services shall be considered as purchased on a one-off basis.

*f) Purchase an E-BOOK*

At the time of purchasing the “Adopt a Beehive” Service or honey, 3Bee offers the User the option to purchase a 3Bee E-BOOK from those available on the Website. These are illustrated e-books about the world of honey and/or bees.

*g) Online Tasting 45 Min*

At the time of purchasing the “Adopt a Beehive” Service or honey, the User has the option to purchase and select the “Online Tasting 45 Min” option. By purchasing “Online Tasting 45 Min”, the User will receive 3 different types of honey selected by 3Bee, along with a link to participate in “tasting” video content during which beekeepers affiliated with 3Bee will describe the fruit of bee pollination and the work of honey-producing companies.

*h) Create Your Oasis*

Users have the option to create a “3Bee Oasis”, i.e. a virtual space displaying all beehives adopted and/or gifted by the given User. Through the 3Bee Oasis, the User has access to a summary page showing the number of bees that could be monitored, the number of flowers that could be pollinated and the beekeepers supported through adopted/gifted beehives. To access this Service, the User must complete the relevant form on the Website and follow the instructions provided therein.

*i) Questions and Doubts – FAQ*

For further information about this Service and/or the Products offered by the Owner, the User is invited to review the relevant FAQ on the Website at the following link: <https://www.3bee.com/adotta-alveare/>

**“ADOPT A PLANT”**

*a) Service Features*

Through the Adoption Service provided by 3Bee, the User has the opportunity to adopt one or more plants within environmental projects promoted by 3Bee in Europe. 3Bee sources Growers (cultivators) willing to care for plants specifically selected by 3Bee and shipped to or collected by the Grower from nurseries selected by 3Bee. Growers are third parties to 3Bee and unrelated to their business activities. These projects are dedicated to creating groups of nectar-bearing plants (Oases), beneficial for pollinating insects. The User can select their preferred digital plant through a dedicated section on the 3Bee Website, with filter options based on region, plant species and other specific characteristics. The digital plant has been planted or will be planted by the Grower in the months following the purchase.

3Bee undertakes to monitor the health of adopted plants, conducting sample photographic audits and supplementary analyses at the Growers' premises when necessary. The User will receive, through the "Digital Oasis" uploaded by the Grower, a photograph of the adopted plant and a digital adoption certificate attesting to the protection and care of the plant.

The Grower is remunerated through the adoption, provided they comply with 3Bee's contractual requirements for the proper management of the group of plants. Should the plant no longer be present, 3Bee undertakes to transfer the adoption to another Grower, seeking to maintain the chosen species where possible and to notify the User promptly.

It is specified that the transaction relates exclusively to a digital adoption service. Accordingly, the User does not acquire any physical, property or other legal rights over the adopted plants or their fruits. The symbolic adoption does not imply any transfer of material property or tangible legal rights relating to the plants or their products.

The "Adopt a Plant" Service constitutes a continuous service provision, whose consideration remunerates the management and monitoring of the adopted plant for the entire contractual duration. The costs borne by 3Bee for plant management – in particular the periodic consideration paid to the Grower for the care and maintenance of the plant – are distributed evenly over the duration of the service. The User acknowledges and accepts that the service is deemed to be provided progressively throughout the contractual duration and that the value of the service accrues on a pro-rata temporis basis.

In the event of plant death, neglect by the Grower or other operational impediments that make it impossible to provide the monitoring service on the assigned plant, 3Bee reserves the right to replace the plant with another of comparable characteristics, in order to ensure service continuity.

### ***b) Gift a Plant***

Before checkout, the User may select the gift option and decide how to gift the selected plant. Two different gift methods are offered to the User:

(1) the User selects the plant to adopt in the relevant section of the Website, entering the gift recipient's email address. The recipient will receive their monitoring credentials and user profile;

(2) alternatively, the User may choose the plant and obtain an adoption certificate with a redemption code. They may then print the certificate and deliver it to the recipient (physically and/or via email). The recipient will redeem their gift by accessing the 3Bee APP and following the procedure described on the certificate.

In the case of gifts, each gift card or code is to be considered a single-use voucher, usable exclusively to redeem the same type of product or service indicated in the gift.

### ***c) Duration***

The standard plan lasts 1 year from the date of conclusion of the contract between the Owner and the User and includes monitoring of the adopted plant. After 1 year, the plant will no longer be protected by 3Bee monitoring and it will therefore be necessary to purchase the Service again to continue protecting it. It is also possible to choose 1 month of adoption or multi-year plans (2, 3, 4, 5, etc. years) depending on promotions that may vary throughout the year.

Given the continuous nature of the Service, the consideration paid by the User remunerates the management and monitoring of the plant for the entire chosen contractual duration. The value of the Service accrues progressively and proportionally to the period of actual provision.

***Subscribe or Purchase in Advance the "Adopt a Plant" Service***

The User may choose to purchase the “Adopt a Plant” Service also through the following methods:

(i) “By subscription”, by selecting the automatic renewal option at the time of purchase. In this case, upon expiry of the initial contract term (one year from the date of purchase), the contract shall automatically renew for further periods of one year, under the same conditions and for the same period. In any event, the renewal option may be changed by the User at no additional cost – upon expiry of each effectiveness period – by sending an email to [info@3bee.it](mailto:info@3bee.it) through which the User will communicate their wish to cancel the “automatic renewal” option, providing the following details: (a) type of “subscription” Product/Service purchased and date of purchase; (b) order number; (c) User’s name and surname; (d) User’s address; (e) email associated with the account from which the order was placed.

(ii) “In advance”, i.e. by purchasing the “Adopt a Plant” Service in advance for a period (e.g. 2 years, 3 years...) indicated on the Website and selected by the User at the time of purchase. By choosing this option, the User may, where expressly provided on the Website, benefit from special dedicated discounts.

#### *d) Create Your Digital Oasis*

Users have the option to create a “3Bee Digital Oasis”, i.e. a virtual space displaying all plants adopted and/or gifted by the given User. A summary will also be provided of the number of bees the User is nurturing through adopted plants, the kilograms of nectar produced, and the Grower (Third-Party Supplier) supported. To access this Service, the User must complete the relevant form on the Website and follow the instructions provided therein. The figures shown in the Digital Oasis are indicative, not certified, and derived from a physical model that may vary over time based on scientific literature.

#### *e) Questions and Doubts – FAQ*

For further information about this Service, the User is invited to review the relevant FAQ on the Website accessible at: <https://www.3bee.com>

#### **3BEE VOUCHERS**

### *a) Types and Commercial Destination*

All 3Bee vouchers may be marketed commercially under terms such as GIFT CARD, GIFT CODE, COUPON or BOX 3BEE.

3Bee vouchers may be sold to both the B2B segment (companies) and the B2C segment (private consumers). Vouchers intended for the B2B segment are always single-use. Vouchers intended for the B2C segment are single-use where the purchaser selects the specific gift in advance and clearly; otherwise, vouchers intended for the B2C segment shall be multi-use.

#### **Multi-Use Vouchers**

3Bee multi-use vouchers are products of exclusive ownership of 3Bee and consist of vouchers usable exclusively to redeem Products and Services on the website 3Bee.com. They are defined as multi-use as they allow the redemption of different Products and Services characterised by different VAT rates (for example, honey or services).

Multi-use vouchers allow direct redemption of various types of Products and Services or may be used as a discount on the purchase of other Products or Services on the Website. When used as a discount, the price paid to 3Bee shall be reduced by the nominal value of the voucher. The commercial name of the voucher does not limit its multi-use function.

The specific type of Products and/or Services redeemable depends on the User's choice on the Website and may include, by way of example: monitoring of a plant; home delivery of honey selected from the adopted beehive; receipt of a 3Bee E-BOOK about the world of honey; free monitoring via 3Bee Hive-Tech technology of the adopted beehive for one year (service included with every Product or Service redemption); adoption certificate attesting to the environmental impact in terms of biodiversity.

Multi-use vouchers may be purchased at authorised points of sale, authorised partner web channels or directly on the Website. They must be used within 12 (twelve) months from the date of purchase and are not renewable. The expiry date may be verified by contacting: [info@3bee.it](mailto:info@3bee.it).

Prices of vouchers displayed on the Website are those in force at the time of order.

Multi-use vouchers are not combinable. The User may not use more than one voucher simultaneously for the same Product and/or Service. The voucher may not be split; if the User uses only part of the nominal value, the remaining balance shall be forfeited.

The sale of multi-use vouchers is not subject to VAT pursuant to Article 2, paragraph 3, letter a), of Presidential Decree No. 633/1972. Upon voucher redemption, 3Bee shall issue a receipt or invoice applying the VAT rate of the selected Product or Service. If the voucher expires unused, 3Bee shall issue a receipt by way of penalty, VAT-exempt.

### **Single-Use Vouchers**

3Bee single-use vouchers are products of exclusive ownership of 3Bee and are usable exclusively to redeem a single and determined Product or Service, clearly indicated on the voucher. They may be purchased by companies (B2B segment) or private consumers (B2C segment) through the Website, by selecting the specific gift in advance.

The type of redeemable Product or Service is clearly indicated on the voucher and cannot be changed.

VAT on single-use vouchers is charged at the time of online purchase or upon invoice issuance, at the VAT rate of the associated Product or Service.

Single-use vouchers are not combinable and must be used in full in a single transaction. Recovery of any unused residual value is not permitted.

Single-use vouchers are valid for 12 (twelve) months from the date of purchase and are not renewable. The expiry date may be verified by contacting: [info@3bee.it](mailto:info@3bee.it).

It is understood that, although for VAT purposes the single-use voucher is treated as the supply of the underlying Product or Service at the time of issuance, the actual provision of the Product or Service shall take place upon redemption by the recipient, in accordance with the methods and terms provided for each type of Product/Service in the relevant sections of these Terms. In the event of non-redemption of the single-use voucher within the validity period, the consideration shall remain fully acquired by 3Bee and the Product/Service shall no longer be deliverable.

#### ***b) Activation***

Activation of vouchers sold through offline distribution channels shall be effective within a maximum of 24 (twenty-four) hours from purchase.

At the time of purchase through an offline distribution channel, the customer shall be given a receipt indicating the amount and characteristics of the voucher.

Unactivated vouchers cannot be used. In the event of activation problems, proof of voucher purchase (order confirmation email or purchase receipt) must be provided to 3Bee to obtain activation.

In this regard, 3Bee reserves the right not to follow up on a complaint related to an activation problem following the purchase of a voucher outside the official distribution network, particularly in the case of unauthorised purchase from a natural person or through resale websites between natural persons, exchanges and online auctions.

Activation of vouchers sold through online distribution channels shall be effective concurrently with purchase.

At any time, it shall be possible to verify the value of the voucher in one's possession by entering the code at <https://www.3bee.com/adotta-alveare/>.

### *c) Use*

Vouchers purchased through offline distribution channels are non-refundable and, in the event of non-use, the amount initially paid for its purchase may not be returned to the voucher holder in any form.

No liability may be attributed to 3Bee for improper or fraudulent use of vouchers.

3Bee reserves the right to verify the correct use of the voucher and, in the event of verified violations, to order its immediate cancellation. Any abuse committed by the voucher holder shall result in immediate exclusion from connected services.

The customer can avail themselves of voucher-related services by following these steps: (1) Go to the website 3Bee Adopt a Beehive – (2) In the bar at the top of the screen, click on “Redeem” – (3) Enter the code associated with the voucher and click the “Redeem” button – (4) Choose how to use the voucher, selecting from available Products and Services – (5) On the next screen, enter name, surname and email address – (6) An email will then be sent with a default password for first access to the 3Bee APP – (7) Use the

credentials to start monitoring via the 3Bee APP, available for Android, iOS and Desktop – (8) At first login to the APP, enter the physical address for honey delivery, if included in the plan chosen with the Voucher.

Alternatively, the voucher may be used as a discount to obtain a price reduction for 3Bee Products and Services. In this case, it will be sufficient to enter the code associated with the voucher at checkout during purchase at <https://www.3bee.com/adotta-alveare/>.

Vouchers are not combinable and may not be used in multiple instalments.

#### *d) Questions and Doubts – FAQ*

For further information about this Service and/or the Products offered by the Owner, the User is invited to review the relevant FAQ on the Website at: <https://www.3bee.com/box/adottatori/>

#### **(5.4) “POLLY HOUSE”**

##### **“POLLY HOUSE”**

#### *a) Product Features*

The “Polly House” is a shelter for wild pollinators, made of wood, designed to provide refuge for wild bees, mason bees and other pollinating insects. The Product is shipped to the address indicated by the User in accordance with the delivery methods and times specified on the Website and stated in the order confirmation.

The User may install the Polly House in the location of their choice, following the usage instructions that may be included with the Product. 3Bee does not provide installation services.

The purchase of the Polly House constitutes a contract of sale of movable goods. The consideration fully remunerates the Product purchased. The performance is deemed executed upon shipment of the Product to the address indicated by the User.

The Product is sold “as is”. Being a product made of natural material intended for exposure to weather conditions, the Product is not covered by any manufacturer’s conventional warranty. For Consumer Users only, the legal guarantee of conformity pursuant to Articles 128–135 of the Consumer

Code remains applicable, within the limits and under the conditions set out in Section 11 of these Terms.

*b) Gift a Polly House*

The User may purchase the Polly House as a gift by selecting the relevant option before checkout. Gift methods are analogous to those provided for other Products.

In the case of gifts, each gift card or code is to be considered a single-use voucher, usable exclusively to redeem the same type of Product indicated in the gift.

*c) Questions and Doubts – FAQ*

For further information about this Product, the User is invited to review the FAQ on the Website.

**(5.5) “ADOPT A SPECIES”**

**“ADOPT A SPECIES”**

*a) Service Features*

Through the “Adopt a Species” Service, 3Bee offers the User the opportunity to support the scientific monitoring of a wild animal species (by way of example: mammals, birds, reptiles, amphibians, insects) sighted within an Oasis managed by a Grower (Third-Party Supplier) affiliated with 3Bee.

The User may select the species and reference Oasis from those available on the Website. The species available for adoption and the related Oases may vary over time depending on sightings recorded in the field. 3Bee does not guarantee the permanence of a given species in the selected Oasis, nor the continuity of sightings, as these involve wild fauna in a natural environment.

In consideration of the fee paid, the User shall receive:

- (1) a personalised digital adoption certificate, stating the name of the adopted species, the GPS coordinates of the habitat and the User’s details as adopter;
- (2) access to a personal monitoring dashboard, with field updates, observation data and an interactive map of the adopted species’ habitat;

(3) periodic reports prepared by the researcher assigned to the species, including photos, data and information on the status of the habitat. In the event of significant events (nesting, rare sightings, environmental changes), the User may receive extraordinary notifications.

The “Adopt a Species” Service constitutes a continuous service provision. The consideration paid by the User remunerates the scientific monitoring activity, the periodic acquisition of images and data from the field and their transmission to the User for the entire contractual duration. The User acknowledges and accepts that the service is deemed to be provided progressively throughout the contractual duration and that the value of the Service accrues on a pro-rata temporis basis.

The User acknowledges that certain wildlife observations may be generated through automated detection systems and may therefore contain inaccuracies. 3Bee undertakes to verify and, where necessary, periodically correct observations through its experts.

It is specified that the transaction relates exclusively to a digital adoption and monitoring service. The User does not acquire any rights in rem, property rights, possessory rights or rights of enjoyment over the animals or habitats that are the subject of the Service. The adoption does not imply any transfer of rights over the specimens of the adopted species.

In the event of operational impediments that make it impossible to continue monitoring the originally selected species or Oasis, 3Bee reserves the right to transfer the adoption to another Oasis and/or to another species of equal or comparable characteristics, notifying the User accordingly.

#### ***b) Gift the “Adopt a Species” Service***

Before checkout, the User may select the gift option. The following methods are offered to the User:

- (1) the User selects the species and the Oasis, entering the gift recipient’s email address. The recipient will receive login credentials for monitoring and their own user profile;
- (2) alternatively, the User may obtain an adoption certificate with a redemption code, to be delivered to the recipient (physically or via email). The recipient will redeem the gift following the procedure indicated on the certificate.

In the case of gifts, each gift card or code is to be considered a single-use voucher, usable exclusively to redeem the same type of Service indicated in the gift.

The “Adopt a Species” Service is also redeemable through 3Bee multi-use vouchers, under the terms and conditions set out in Section 5.3.

### *c) Duration*

The “Adopt a Species” Service may be purchased for the duration indicated on the Website at the time of purchase and selected by the User (by way of example: 1 month, 1 year, 5 years). The duration runs from the date of conclusion of the contract. At the end of the contractual period, the adoption shall automatically cease and the User shall no longer have access to species monitoring, unless renewed.

Given the continuous nature of the Service, the consideration paid by the User remunerates the monitoring and data transmission for the entire chosen contractual duration. The value of the Service accrues progressively and proportionally to the period of actual provision.

### **Subscription and Advance Purchase**

The User may also purchase the Service through the following methods:

(i) “By subscription”, by selecting the automatic renewal option at the time of purchase. Upon expiry of the initial period, the contract shall automatically renew for further periods of equal duration, under the same conditions. The renewal option may be deactivated by the User at no additional cost, upon expiry of each period, by email to [info@3bee.it](mailto:info@3bee.it), providing: (a) type of Service and date of purchase; (b) order number; (c) name and surname; (d) address; (e) email associated with the account.

(ii) “In advance”, by purchasing the Service for a multi-year period selected on the Website, potentially benefiting from dedicated discounts where expressly provided.

### *d) Questions and Doubts – FAQ*

For further information about this Service, the User is invited to review the FAQ on the Website.

## **6. ACCOUNT CANCELLATION AND CLOSURE**

The registered User may deactivate their account or request its cancellation through the interface on the Website, if available, or by sending a written communication to the email address [info@3bee.it](mailto:info@3bee.it). The cancellation request shall be processed by the Owner as soon as possible. The User shall receive a confirmation email once the cancellation has been completed.

Without prejudice to the provisions of Sections 9, 10 and 11 below, the User acknowledges and accepts that, should the Account be cancelled, the Owner cannot guarantee the correct provision of Services purchased prior to the closure date of the Account, and that the User shall therefore have no claim against the Owner in this regard.

In the event of a breach by the User of these Terms or applicable legal provisions, the Owner reserves the right to suspend or close the User's account at any time and without notice.

## **7. PRICES AND PAYMENTS**

For each Service and/or Product, the price is indicated inclusive of VAT, if applicable. Amounts due shall be charged to the User at the time of booking the Service and/or Product.

Where the nature of the Service and/or Product makes it impossible to calculate the price in advance, the calculation methods shall be indicated.

Furthermore, all applicable taxes, additional charges and delivery costs shall be indicated, which may vary depending on the destination, the delivery method chosen and/or the payment method used. Where such cost items cannot reasonably be calculated in advance, an indication of the charges to be borne by the User shall be provided.

The Owner reserves the right to change, at any time, the price of Products/Services and all additional costs. It is understood that any price changes shall in no way affect contracts already concluded prior to the change.

The User undertakes to pay the price of the Product/Service within the times and in the manner indicated on the Website and to provide all necessary data that may be requested.

Payment may be made through the instruments and methods indicated on the Website.

Where payment is made by credit card, financial information (such as the credit or debit card number or its expiry date) shall be forwarded in encrypted form to the banks or companies providing the relevant electronic remote payment services, without third parties being able to access it. Should such third-party instruments decline payment authorisation, the Owner shall not be able to provide the Services/Products and shall not be held liable in any way.

## **8. PRODUCT DELIVERY METHODS**

Products purchased by the User (e.g. honey; the “pollinator house”) shall be delivered to the address indicated by the User, in the manner and within the timeframe chosen or indicated on the Website and stated in the order confirmation. Unless otherwise specified, the delivery times stated in the order confirmation indicate the period of time usually required to deliver the Product from the moment of collection by the courier.

The User must verify before purchasing the relevant Product whether the chosen destination is (or is not) covered by the Owner.

Should it not be possible to supply the requested Products, the User shall be notified promptly by email, indicating when they are expected to be delivered or the reasons that make supply impossible.

Upon receipt of the Product, the User is required to verify the integrity of the packaging. Should the packaging show evident damage, the User may refuse delivery of the Product and may return it at no cost. In this regard, the User must endeavour to provide documentation supporting their claim (for example, images showing the packaging defect) as well as any other evidence of inadequacy.

Once the delivery document has been signed without reservations, the User may not raise any objection regarding the external characteristics of the delivered Products.

The Owner shall not be liable to any party or third parties for damages, losses and costs incurred as a result of failure to perform the contract due to force majeure.

## **9. RIGHT OF WITHDRAWAL FOR CONSUMER USERS**

Only the Consumer User who, for any reason, is not satisfied with the Product and/or Services purchased, shall have the

right to withdraw without any penalty and without specifying the reason, **within 14 days from the date of receipt of the Product** (for honey; the “pollinator house”) **and/or from the moment of conclusion of the contract relating to the purchase of Services** (Adopt a Plant, 3Bee Voucher), by sending a written communication to the email address info@3bee.it, using the optional withdrawal form set out in the following article or any other written declaration.

In the case of separate delivery of multiple Products ordered by the Consumer User with a single order, the 14-day period for exercising the right of withdrawal runs from the day on which the last Product was received.

In the event of withdrawal, the Consumer User must return the Product to the Owner without undue delay and in any case within 14 days from the date on which they communicated their decision to withdraw from the contract. The Consumer User shall bear only the direct cost of returning the Product, unless the Owner has agreed to bear it.

In the event of withdrawal properly exercised, the Owner shall reimburse the payments received from the User, using the same payment method used by the User for the initial transaction, without undue delay and in any event within 14 days from the day on which the User communicated their wish to withdraw from the contract.

The Owner is not required to reimburse delivery costs where the Consumer User has expressly chosen a delivery type other than the least expensive delivery type offered by the Owner.

The Owner, unless they have offered to collect the Product themselves, may withhold the refund until they have received the Product or until the Consumer User has demonstrated that they have sent it back.

The Owner shall not accept the return where the Product is found to be malfunctioning due to improper use, negligence, physical, aesthetic or superficial damage or alterations, tampering or improper maintenance or wear and tear, absence of integral elements of the product (accessories, parts, etc.). In such cases, the Owner shall return the purchased Product to the sender, charging the shipping costs.

## **10. EXCLUSION OF THE CONSUMER USER'S RIGHT OF WITHDRAWAL**

The Consumer User's right of withdrawal from the sale or supply contract of Products/Services is excluded in relation to the supply of the following Products:

(i) sealed items that are not suitable for return for hygienic reasons or related to health protection and that have been opened after delivery, or Products that, after delivery, are inseparably mixed with other goods;

(ii) digital content (for example, 3Bee E-Books) supplied on a non-material medium once execution has begun.

In cases of exclusion of the right of withdrawal, the Owner shall return the purchased Products to the User, charging the shipping costs.

For further clarification, please contact the Owner at: info@3bee.it.

### **Optional form to exercise the right of withdrawal**

The User may withdraw using the following form, which must be completed in full and sent to the email address info@3bee.it before the expiry of the withdrawal period:

*I hereby communicate my withdrawal from the contract of sale or supply relating to the following Product and/or Service \_\_\_*

*Order number: Ordered on:*

*Received on: \_\_\_\_\_*

*Name and Surname:*

*Address:*

*Email associated with the account from which the order was placed:*

*Date:*

## **II. LEGAL GUARANTEE OF CONFORMITY FOR TANGIBLE PRODUCTS FOR CONSUMER USERS**

The legal guarantee of conformity, provided by Articles 128–135 of the Consumer Code, is recognised for all Products sold through the Website that fall within the category of “consumer goods”, as regulated by Article 128, paragraph 2 of the Consumer Code: any movable good, including those to be assembled, except (i) goods subject to forced sale or otherwise sold by judicial authorities, including through delegation to notaries, (ii) water and gas, when not packaged for sale in a defined volume or specific quantity, (iii) electricity.

The legal guarantee of conformity is reserved exclusively to Consumer Users.

The Owner is obliged to deliver Products to the Consumer User that are in conformity with the sales contract. Products are presumed to conform to the contract if, where relevant, the following circumstances coexist: (i) they are fit for the purpose for which goods of the same type are normally used; (ii) they conform to the description given by the Owner and possess the qualities of the goods that the seller presented to the Consumer User as a sample or model; (iii) they present the quality and performance usual for goods of the same type, which the Consumer User can reasonably expect, taking into account the nature of the Product and, where applicable, public statements on the specific characteristics of the Products made by the Owner, the manufacturer or their agent or representative, particularly in advertising or on labelling; (iv) they are also fit for the particular purpose intended by the Consumer User that has been brought to the Owner's attention at the time of conclusion of the contract and that the Owner has accepted, including by implicit conduct.

Therefore excluded from the scope of the conformity guarantee are any faults or malfunctions caused by accidental events or the Consumer User's liability, or by use of the Product not in conformity with its intended use and/or the accompanying technical documentation.

Any defect of conformity that manifests within 24 months from the date of delivery of the Product must be reported within the following 2 months from the date of discovery of the defect.

Unless proven otherwise, defects of conformity that manifest within 6 months of delivery of the Product are presumed to have existed at that date, unless this assumption is incompatible with the nature of the Product or the nature of the defect of conformity. After 6 months, it shall be for the Consumer User to prove that the damage was not caused by use of the Product, at no charge. To this end, the Consumer User may choose between repair or replacement of the Product.

This right of choice may not be exercised if the requested remedy is objectively impossible or excessively burdensome. Furthermore, the Consumer User is entitled to an appropriate price reduction or termination of the contract only where one of the following situations applies: (i) repair and replacement are impossible or excessively

burdensome; (ii) the Owner has failed to carry out the repair or replacement within a reasonable time; (iii) the replacement or repair has caused significant inconvenience to the Consumer User.

Should the Consumer User wish to avail themselves of the remedies provided by the conformity guarantee, they must send a written communication to: info@3bee.it.

The Owner shall promptly respond to the notification of the alleged conformity defect and shall indicate to the Consumer User the specific procedure to follow, also taking into account the product category and/or the reported defect.

## **12. RIGHTS OVER CONTENT**

3Bee holds all intellectual and industrial property rights on this Website as well as on the Content. Use of this Website and its Content does not grant the User any right in relation to copyright, designs, trademarks and all other intellectual and material property rights mentioned, displayed or relating to the Content on the Website. Any reproduction, redistribution or other unauthorised use of the Content is prohibited and may result in civil and criminal penalties. The User may use the Content only with prior written and explicit authorisation from the Owner.

## **13. DISCLAIMER OF WARRANTY**

The Website is provided “as is” and “as available” and the Owner does not provide any express or implied warranty in relation to the Website, nor does it guarantee that the Website will meet Users’ needs or that it will be uninterrupted, error-free, or free of viruses or bugs.

The Owner shall endeavour to ensure that the Website is available continuously 24 hours a day, but shall in no way be held liable if, for any reason, the Website is not accessible and/or operational at any time or for any period. Access to the Website may be temporarily suspended without notice in the event of system failure, maintenance, repairs or for reasons entirely beyond the Owner’s control or due to force majeure events.

## **14. LIMITATION OF LIABILITY**

The Owner shall not be held liable to the User, except in cases of wilful misconduct or gross negligence, for

disruptions or malfunctions connected to the use of the internet outside of its own or its suppliers' control.

The Owner shall furthermore not be liable for damages, losses and costs incurred by the User as a result of failure to perform the contract for reasons not attributable to it, the User being entitled only to a full refund of the price paid and any ancillary charges incurred.

The Owner assumes no liability for any fraudulent or unlawful use that may be made by third parties of credit cards and other payment methods, as it does not come into contact in any way with the payment data used (credit card numbers, cardholder name, password, etc.).

The Owner shall not be liable for: any loss of business opportunity and any other loss, including indirect losses, possibly suffered by the User that are not a direct consequence of breach of contract by the Owner; incorrect or improper use of the Website by Users or third parties; the issuance of incorrect tax documents or data due to errors in data provided by the User, the latter being solely responsible for correct entry; any loss of profits, incidental, consequential, punitive, special or indirect damages arising from or in connection with the Website or these Terms, even if informed of the possibility of such damages, regardless of whether the claim is based on contract, tort, strict liability or otherwise.

This limitation of liability includes but is not limited to: (i) transmission of bugs, viruses, Trojans or the like that may infect User equipment, failures of mechanical or electronic equipment; (ii) unauthorised access to or use of the Website or the Owner's secure servers and/or any personal and/or financial information stored therein; or (iii) theft, operator errors, strikes or any force majeure.

As some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

3Bee is extraneous to the professional activity of the Beekeeper/Partner and limitation of liability. 3Bee is extraneous to the professional activity of the Beekeeper/Grower/Cultivator/Third-Party Entity, and 3Bee assumes no liability for any detrimental consequences of a financial and/or non-financial nature suffered by the Customer, the sponsored beehive or plant and/or third parties, arising from or in any way related to the

professional activity carried out by the Beekeeper/Grower/Cultivator/Third-Party Entity.

## **15. FORCE MAJEURE**

The Owner shall not be held liable for failure to perform or delayed performance of its obligations due to circumstances beyond its reasonable control resulting from force majeure events or, in any event, unforeseen and unforeseeable events beyond its will.

Performance of the Owner's obligations shall be deemed suspended for the period during which force majeure events occur.

The Owner shall take all steps within its power to identify solutions enabling the correct performance of its obligations notwithstanding the persistence of force majeure events.

## **16. INDEMNIFICATION**

The User agrees to indemnify, defend and hold harmless 3Bee as well as any affiliated companies, our subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable legal fees, made by any third party due to or arising from the User's breach of these Terms of Use or their violation of any law or third-party rights.

## **17. LINKS TO THIRD-PARTY SITES**

The Website may contain links to third-party websites/applications. The Owner exercises no control over them and is therefore in no way responsible for the content of such websites/applications.

Some of these links may redirect to third-party websites/applications that provide services through the Website. In such cases, the general terms of use of the website/application and the provision of the service prepared by the third parties shall apply to the individual services, for which the Owner assumes no liability.

## **18. PRIVACY**

The protection and processing of personal data shall take place in accordance with the Privacy Policy.

## **19. APPLICABLE LAW AND JURISDICTION**

These Terms are governed by Italian law.

For any dispute relating to the application, performance and interpretation of these Terms, the court of the place where the Owner has its registered office shall have jurisdiction.

For Consumer Users, any dispute relating to the application, performance and interpretation of these Terms shall be referred to the court of the place where the Consumer User resides or has elected domicile, if located within Italian territory, without prejudice to the Consumer User's right to bring proceedings before a court other than the "consumer forum" pursuant to Article 66-bis of the Consumer Code, having territorial jurisdiction pursuant to Articles 18, 19 and 20 of the Code of Civil Procedure.

Without prejudice to the application, to Consumer Users who do not have their habitual residence in Italy, of any more favourable and mandatory provisions of the law of the country in which they have their habitual residence, particularly in relation to the term for exercising the right of withdrawal, the term for returning Products in the event of exercising such right, the methods and formalities of communication thereof and the legal guarantee of conformity.

## **20. ONLINE DISPUTE RESOLUTION FOR CONSUMER USERS**

If you are a Consumer User and have submitted a complaint regarding a contract concluded through this Website, but it has not been possible to resolve the dispute, you will be provided with information regarding the body or bodies for Alternative Dispute Resolution (so-called ADR bodies, as referred to in Articles 141-bis et seq. of the Consumer Code), specifying whether we use such bodies to resolve the dispute.

In any event, we inform you that for the resolution of disputes arising from the exact application of contracts governed by the provisions of Sections I to IV of Chapter I of the Consumer Code, it is possible to have recourse to mediation procedures pursuant to Legislative Decree No. 28 of 4 March 2010.

The option of using the voluntary and equal negotiation procedures provided for in Article 2, paragraph 2, of the

same Legislative Decree No. 28 of 4 March 2010, is also available.

Furthermore, we remind you that a European platform for online consumer dispute resolution (the ODR platform) has been established. The ODR platform can be accessed at the following address: <http://ec.europa.eu/consumers/odr/>; through the ODR platform, you can consult the list of ADR bodies, find the link to each of their websites and initiate an online dispute resolution procedure in which you are involved.

In any event, whatever the outcome of the out-of-court dispute resolution procedure, your rights to apply to the ordinary courts are preserved, and, where the conditions are met, to promote an out-of-court resolution of consumer disputes by recourse to the procedures set out in Part V, Title II-bis of the Consumer Code.

## **21. SEVERABILITY CLAUSE**

Should any provision of these Terms of Use be deemed illegal, void or unenforceable, such provision shall nevertheless be enforceable to the maximum extent permitted by law, while the unenforceable part shall be considered severed from these Terms of Use. This shall not affect the validity and enforceability of any remaining provision.

## **22. ENTIRE AGREEMENT**

The failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any ambiguity in the interpretation of these Terms shall not be construed against the drafting party.

## **23. CONTACT INFORMATION**

The owner of this Website is 3Bee S.r.l., with registered office at via A. Volta n. 4, Trezzo Sull'Adda (MI), Italy, VAT / Tax Code 09711590969, REA No. MI – 2109101, fully paid-up share capital €41,097.11, certified email address [3bee@legalmail.it](mailto:3bee@legalmail.it).

Any questions regarding the Terms of Service and/or the Products/Services offered herein should be sent by the User to: [info@3bee.it](mailto:info@3bee.it).