

Terms & Conditions

GENERAL TERMS AND CONDITIONS OF USE OF THE "MYHALAL" APPLICATION

The following General Terms and Conditions (hereinafter, the "T&C") apply to the use by Users, as defined below, of the services (hereinafter, the "Services") present within the myhalal.net Application (the "Application"), accessible via URL <https://www.myhalal.net/> (the "Site"), identified and briefly described in the following art. 1, offered by Halal International Authority srl (hereinafter, also "HIA"), manager of the Site.

By using the Services, the User (as defined below) fully accepts these T&Cs.

If you are accepting these T&Cs on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to bind such entity to the terms and conditions of this agreement. If you do not have such authority, you cannot indicate acceptance of the terms of these T&Cs on behalf of that entity.

By clicking "I ACCEPT", you acknowledge that you have read, understood and accepted these T&Cs and that you have the authority to bind the company or other legal entity to these T&Cs.

Identification of the Services

The purpose of MYHALAL is to provide the users present within the application (the "Users") tools for sharing useful information for the assessments necessary to obtain the Halal certification.

The Services present within the Application, accessible from the Site, are identified, by way of example but not limited to, as follows:

Services offered to Users registered in the Reserved Area ("Registered Users")

A. User with "Lead" profile:

Functionality

- a) management of the registry section
- b) possibility to fill in the information questionnaire for requesting Halal certification

B. User with "Customer" profile:

Functionality

- a) management of the registry section
- b) visualization of the development of the certification practice
- c) document sharing
- d) communication service

In this case, this application is strictly functional to the execution of the certification contract, annexed and connected documents. It represents the tool for sharing and exchanging data and information necessary for the execution of the certification contract. Its access, therefore, can be denied both if the certification contract is suspended or terminated as a result of default by the customer, and for any violation of the terms or conditions of its use. In any case, any violation of the following terms and conditions or any other conduct that could constitute an abuse in its use constitutes grounds for termination of the certification contract.

HIA may expand the range of Services by notifying Users via the Portal.

In such case, these T&Cs will also apply to all subsequent Services, as identified from time to time.

1. Methods of providing the Services

The Services are offered by HIA or its assignees to Users. HIA may at any time suspend or permanently interrupt the provision of the Services in whole or in part.

HIA does not offer any guarantee that the Services correspond to the requirements requested by the User; nor any guarantee as to the results that are expected, hoped for or obtained through their use.

HIA will exercise due professional care in providing the User with its Services and in ensuring a safe experience. HIA excludes its responsibility in relation to events that are external to its sphere of control. The Services may not be supported by some of the browsers and/or operating systems on the market or by some versions of them, and it will be the User's responsibility to identify the correct combination of software and hardware that allows an adequate use of the Services.

2. Access to Services

In order to use the Services indicated in article 1.2 it is necessary to register in the Reserved Area of the Application by filling in the relevant personal data and accepting the documentation submitted to the attention of the User. HIA requests personal data from the User. The processing of such data will take place in accordance with the applicable legislation on the protection of personal data. During registration, Users are required to accept these T&Cs.

Upon completion of the registration procedure, the User will receive a registration confirmation e-mail at the e-mail address provided by the User. The User must click on the appropriate button to complete the registration. By accepting the T&Cs, the User will declare that their personal data is up-to-date, correct and true. The User also undertakes to promptly update the data recorded on the Application so that they are constantly updated, complete and truthful.

The User's password and identification (user name) are personal, non-transferable and to be set according to the indications of the following art. 5.. The User will be responsible for maintaining the secrecy of the password and user ID. The password entered must have a minimum of 8 characters up to a maximum of 14, at least one lowercase letter, at least one uppercase letter and at least one number. User data by default will not be visible to other Users.

In any case, **HIA** reserves the right - to be exercised at its sole discretion - not to accept requests for registration in the Reserved Area of the Portal.

3. Notifications

The User expressly authorizes HIA to send an e-mail notification of any changes to the T&Cs to the e-mail address provided during registration. The User who accesses his Reserved Area following a modification of the T&Cs will be asked to accept them again.

The User expressly authorizes HIA to send notifications relating to the service being performed to the e-mail address provided during registration.

4. User's personal identifiers; indemnify

The User undertakes to use his/her user ID and/or password in the manner permitted by these T&Cs and not to make any breaches of security. The User who intends to register in the Reserved Area is required to use truthful data corresponding to the state of affairs, to create a single account and not to share their access data with other Users and/or third parties.

The User assumes exclusive responsibility for the correctness and accuracy of the data shared within the Portal.

Violation of the obligations set out in these T&Cs may result in the temporary or permanent suspension of the User from the Services or from accessing the Portal.

A suspended or canceled User is prohibited from registering in the Reserved Area with a different account.

5. Rules of conduct

- Users who are granted the right to share data within the Portal are obliged to publish content that is not:
 - unlawful, deceptive, discriminatory and/or fraudulent;
 - contrary to or in violation of the rights of other users and/or third parties, including their industrial and/or intellectual property rights;
- such as to interfere or attempt to interfere with the proper functioning of the Application
- containing a virus or any harmful file

Users undertake not to implement reverse engineering to decode the Application.

HIA assumes no responsibility for the activity performed by Users within the Application and reserves the right to monitor all elements shared by Users. HIA will never alter the content uploaded to the Portal.

6. Intellectual and industrial property rights in relation to the Portal and the Services

The User expressly acknowledges that all industrial and intellectual property rights, including, but not limited to, copyright, know-how, source code, software, hardware, projects, applications, patents, trademarks, industrial secrets, formulas, algorithms, models, databases and the like relating to the Services, data and other materials originating from HIA and/or its assignors or otherwise made available to the User by HIA and/or its assignors or in any case used within the Portal or the Site are and remain the exclusive property of HIA and/or their respective owners, and that no right, except that of exclusively personal use in compliance with these T&Cs, is granted to the User in relation to the above.

In particular, the User undertakes, among other things, not to carry out acts of disposal (whether free of charge or against payment) or exploitation of the multimedia contents present on the Portal, on the Site and of the respective software and therefore, by way of example, undertakes not to reproduce them, transcribe them, make them the object of representation or execution in any form, disseminate them, communicate them to the public by any means, distribute them, translate them, rent them, publish them, disclose them, modify them, and create works based on them, in whole or partially, in any other way that is not permitted pursuant to these T&Cs or by mandatory provisions of law and in any case not to perform acts prejudicial to the moral rights of the authors and to the economic use of said works.

The User also acknowledges that he is not authorized to create derivative works from or in any way attempt to discover any source code of the software used within the Portal and the Site, including through decompilation and/or reverse engineering activities, or develop products or software applications based on them or making use of them in any way. The User will remain solely responsible in relation to any claim made by third parties due to the improper use of the Portal, the Site and the App and for the consequent violation of intellectual or industrial property rights or other rights of third parties, as well as for the violation of any current provision of applicable law, with express indemnification in favor of HIA.

The databases on which the Services are based (hereinafter, the "Databases"), as well as the contents of the Portal, the Site and the App are also protected by copyright pursuant to the law of 22 April 1941 n. 633 and subsequent amendments (hereinafter, "Copyright Law"). The Databases are also subject to significant investments by HIA, with consequent protection also pursuant to articles 102 bis and 102 ter of the Copyright Law. For the purposes of the aforementioned protection, the only permitted use of the Databases by users is that carried out in compliance with these T&Cs. Under no circumstances may these T&Cs be interpreted as giving Users the right to extract or reuse all or a substantial part of the data.

7. Specific user rights; license and data uploaded by Users

The User is and will remain the owner of the intellectual and industrial property rights of the elements shared by him within the Portal, without prejudice to the ownership of third parties and the applicability of specific conditions in relation to the Service used. In relation to the data and content uploaded by Users to the Application, they grant HIA a non-exclusive, transferable, sub-licensable, royalty-free license.

HIA reserves the right to use (e.g. analyze) the data made available by Users.

8. limitation of liability

HIA declines all responsibility for any claims by the User relating to the inability to use the Services for any reason not attributable to HIA.

HIA assumes no responsibility for damages, claims or losses, direct or indirect, deriving to the User due to the failure and/or malfunctioning of the User's or third party's electronic equipment, including Internet Service Providers, telephone connections and/or telematics. HIA cannot be held in breach of its obligations or liable for damages:

- a) resulting from the failure to provide the Services due to the incorrect or non-functioning of the electronic means of communication for reasons beyond the sphere of its foreseeable control, including, by way of example, fire, natural disasters, power failure, unavailability of lines telephone connections or connections of other network service providers, malfunctioning of calculators and other electronic devices, even if they are not an integral part of the Internet, malfunctioning of computer programs installed by the User;
- b) deriving from the actions of other users or other people having access to the Internet.

In the event that HIA becomes aware of a data breach that could seriously compromise the security of the Application, or User Data, HIA may, without notice, temporarily suspend access to the Application in order to remedy the breach of security. In such event, HIA will not incur any liability to Users and Users will not seek any compensation from HIA.

9. Account Suspension or Termination

In the event of a violation by the User of these Terms and Conditions, HIA reserves the right to suspend or permanently disable the User's account.

10. Applicable law and jurisdiction

The T&Cs are governed by Italian law. In the event that some of the provisions are deemed invalid, void and/or in any case not applicable by virtue of the provisions of the law in force, the remainder must in any case be considered fully valid and effective.

Pursuant to current legislation, for any dispute of which HIA is a party and arising from the use of the Portal or from the violation of these T&Cs, the court of jurisdiction will be exclusively competent.