

TERMS & CONDITIONS

This document ("T&C") outlines the terms and conditions of use of the website <https://platform.develhope.co/> and of the Services (the "Site" or "Platform"). We therefore advise you to read it carefully and retain a copy for your records. By using the Platform, you accept these T&Cs.

If you do not agree with the T&Cs and do not accept them, do not use the Platform.

1. Interpretation

In these Terms & Conditions the following expressions shall have the following meanings:

Account: means the set of features and identifying data of a User that allows access to the Services offered through the Platform.

User: means the Consumer who uses and/or consults the Platform.

Consumer Code: shall mean Legislative Decree No. 206/2005, as amended.

Marketing communications: means, in accordance with Article 2(f) of Legislative Decree No. 70/2003, all forms of communication intended, directly or indirectly, to promote goods, services or the image of an enterprise, organization or person engaged in agricultural, commercial, industrial, handicraft or freelance activity, excluding those that allow direct access to the activity of the enterprise and communications relating to goods, services or the image of that enterprise, person or organization, processed independently and without any consideration.

Consumer: the User who uses and purchases of the Services, meaning as such the natural person who makes the use and purchase for purposes not related to a commercial or professional activity possibly carried out, pursuant to the Consumer Code.

Content: all content and materials within the Platform including, but not limited to, text, images, logos, trademarks.

Final Course: means the training courses of varying duration offered through the Platform by Develhope.

Introductory Course: means the introductory and free training course offered by Develhope according to these T&Cs.

Develhope: means Develhope s.r.l., with registered office in Palermo (PA), Via Libertà No. 58, Tax Code, VAT No. and Registration Number with the Palermo Companies Register 06803120820, in the person of its legal representative pro tempore.

Intellectual Property: any intellectual and industrial property rights, copyrights, of any nature, whether registered or unregistered, in any jurisdiction throughout the world, including rights in patents, the Site, the Services (if any), Content, Materials, designs, utility models, copyrights trade secrets, know-how, trademarks and distinctive signs, industrial designs, rights to inventions (whether patentable or not), processes, methods, technical information, designs or any applications or rights to register any of the foregoing that Develhope has in any capacity and/or present and/or relating to the Site and Services.

Materials: means the materials provided by Develhope to Students including, slides, presentations, e-books, exercises, video lectures, etc.

Course Fee: means the amount the Student shall pay to Develhope for the Final Course attended.

Services: means the services offered by Develhope through the Platform.

Student: means the User who participates in a Course or Introductory Course.

User: means the individual who uses and/or consults the Platform.

2. General features of the Platform

The Platform enables its Users to take Courses of varying lengths of time, delivered by the Develhope Team in the ways and terms outlined below.

3. Use of the Platform

The Platform is used by accessing the website <https://platform.develhope.co/>. The navigation and use of which is but in compliance with the rules indicated in the T&Cs. To use some Services, registration on the Platform is required.

4. Participation in the Introductory Course

Participation in the Introductory Course is not automatic. Rather, it is necessary to follow these steps:

- Registration on the Platform;
- Application for the Introductory Course in which you wish to participate;
- Successful completion of selection tests, as proposed by Develhope.

Once the selection has been completed, Develhope will send the outcome of the Application to each User. The selection of participants is purely discretionary and depends on the choices made by Develhope and no objections of any kind are allowed.

Successful completion of the selection will entitle the User to free participation in an Introductory Course lasting 4 (four) weeks. Users who complete the Introductory Course with at least a sufficient result, established through a selection with parameters at the total discretion of Develhope, may proceed with enrolment in a Final Course. Participation in the Final Course will be the subject of a separate agreement governing the relationship between Student and Develhope. Further details will be provided in a timely manner.

In order to participate in the Final Courses and the Introductory Course, the student must have his/her own suitable hardware device (PC or other) and an adequate internet connection.

5. Registration on the Platform

In order to register on the Platform it is necessary to:

- a) Provide the following personal data: full name, date of birth, e-mail address, tax/VAT number, nationality, residential address, employment status, English language level.
- b) Accept these T&Cs;
- c) declare to be of legal age

Registration allows you to access your Account, view the Courses in which you are enrolled, view the Materials made available to you, and access your personal data. The credentials to access your Account are strictly personal and must be kept carefully and diligently, kept secret and not given or left in the free disposal of third parties.

During the registration phase, the User may give their express consent to Develhope to receive Marketing Communications.

6. Course Fee

The Introductory Course is always understood to be free of charge.

The Final Course Fee varies according to the type of Course to which the Student has been admitted. The terms of payment of the Course Fee will be regulated in a separate contract to be signed by Develhope with each Student admitted to the Course.

7. Features of the Courses

The lessons of the Courses and Introductory Courses are video-recorded and can be viewed at any time by Users admitted to the Courses by accessing their Account. Students admitted to the Introductory Course will be provided with Preparatory Materials for the course itself, prior to the start of the programme. Additional live activities may be conducted remotely.

8. Fellowships

Through its partners, Develhope provides scholarships. For more details, please see the related FAQ section.

9. Career services

Develhope will provide career services to Students who have completed the courses (with the exception of the Introductory Course), leveraging the partner company network.

12. Right of Withdrawal

During the Introductory Course, each Student shall have the right to discontinue their participation at any time, discretionally and without any penalty and/or charge. In this case the student must give notice by email to application@develhope.co. The Student's Account will be deleted and the Student will be prohibited from accessing the Content.

Students admitted to attend the Courses (subsequent to the Introductory Course) will have the right of withdrawal, in accordance with the law and the Consumer Code. However, these issues will be regulated in the contract to be signed by each Student with Develhope.

13. User's Representations and Warranties

The User warrants and represents that when registering in the Platform he/she will enter true, correct and complete information under penalty of possible failure or inaccurate performance of the Services requested. In case of violation of the provisions of this article, Develhope reserves the right to suspend the provision of the Services, to suspend and/or cancel the Account and any action to protect its rights.

The network, servers, the website on which the Platform will be hosted may be subject to technical issues, maintenance work or malfunctioning that may cause slowdowns or make any connection and access impossible.

Each User is solely responsible for his or her own Internet access and connection fees of the same.

Each User is aware of and accepts this limitation of functionality and is responsible for testing the good functionality of the connection mode of the computer system and from the Internet resources that he intends to use from time to time to use the Platform.

14. Rules for Use of the Platform

Any use of the Platform and its Content contrary to the provisions of the T&Cs is expressly prohibited and, to this end, Develhope reserves any action aimed at protecting its rights, including for damages.

During registration it is expressly forbidden to use an e-mail address or information, of a third party, use the personal data and credentials of another User or make false statements about the information provided.

It is also forbidden to use the Platform in such a way as to cause interruptions, damage, malfunctioning, even if only potential, to the Services and/or third parties, as well as for purposes not permitted by law or to commit illegal activities, and to cause harm, economic or otherwise, to any third party.

By way of example only (and not limited to) interfering with the use of the Site; copying, modifying or disseminating Content, Materials and/or Intellectual Property Rights; using the Platform, even through an intermediary, if you lack capacity or have been temporarily suspended from using the Services; create a new account; use the Services with other existing Accounts to avoid or circumvent restrictions and limitations; misleadingly use Develhope's email forwarding system; send or use unsolicited email (spamming), chain mailings, or pyramid selling schemes; forward information, including personal and business information, that is false, misleading, defamatory, libelous, or threatening via email to other Users; transfer or alienate an Account to others; webscrap content accessible through the Platform, or manually or automatically copy or in any way collect data or information of any nature, without the express consent of Develhope; disseminate malware or any other technology intended to harm Develhope, Users, or any other party.

In navigating the Site, all Users agree, in particular, not to use software programs or other automatic or manual mechanisms to copy or access the web pages of the Site or its content without the express, written authorization of Develhope; not to take any action that, in Develhope's sole discretion, may cause an unreasonable overload of its technological infrastructure; to copy, reproduce, alter, modify, or disclose the contents of the Site without express written authorization or the express consent of third parties who own the intellectual property rights to such contents; to use any mechanism, software, or process that may interfere with the proper functioning of the Site; to circumvent the tools set up for the exclusion of automatic search engine systems (robots) or other procedures adopted by Develhope to prevent or restrict access to the Site.

In case of violation of the provisions of this article, Develhope reserves the right to suspend the provision of the Services, to suspend and/or cancel the Account and any action to protect its rights.

15. Limitations of Liability and Indemnification

It is made clear, and the User expressly agrees to accept, that Develhope assumes no responsibility and/or offers any guarantee regarding the possibility of finding a job during and/or upon completion of the Courses and that Develhope is not a temp agency and/or intermediary.

Develhope makes no warranties or representations as to the accuracy of the information on the Platform and the Courses; therefore, it assumes no responsibility for any errors or omissions in the content therein.

Use of the Platform Content is at the User's own risk.

Develhope is not liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the Platform.

All Content and Materials are offered "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY OTHER PARTY'S RIGHTS.

Develhope assumes no responsibility for any damages or viruses that may infect Your device as a result of Your access to and use of the Platform.

Notwithstanding Develhope's efforts to ensure 24-hour availability of the Platform, it disclaims any liability in the event of temporary unavailability of the Platform at any time.

16. Intellectual Property

All Intellectual Property rights relating to the Platform and its Contents as well as the Materials are owned by Develhope, or licensed to it for use by Users or third parties or otherwise exclusively usable by it.

Consequently, any use of the same by any User for purposes other than mere consultation and/or for the performance and/or provision of the Services is prohibited, unless otherwise agreed with Develhope.

Develhope grants to all Users admitted to the Courses a free license to use the Materials. This licence is personal, limited to the period of use of the Courses, non-transferable and non-exclusive.

In any case, all Users agree not to reproduce, copy, duplicate, monitor, alienate, sublicense or use, for commercial or non-commercial purposes, even partially, the Content and Materials.

The Platform may contain hyperlinks to websites operated by third parties other than Develhope, such as those of lending institutions. Such links are provided to Users for reference only. Develhope does not control such websites and is not responsible for their content. The inclusion of hyperlinks on the Site to other sites does not imply any endorsement of the material on those websites or any association with their operators.

The Platform is made available for personal use only. You may not copy, monitor, emulate, link to files or folders, or reproduce any content, information, or software on the Platform for any commercial or competitive purpose.

17. Use of Images

During the course of the Final Courses and the Introductory Course, videos and photos of the Students may be produced, which may be used by Develhope for mere dissemination purposes, including through their publication on Develhope's website and/or Develhope's social media pages. The Students expressly grant Develhope full consent to produce said videos and photos by assigning to Develhope free of charge any right of use for the purposes described above, without any limitation related to the manner of use and time.

Each Student may revoke the consent given at any time, even partially, by writing to application@develhope.co.

18. Applicable Law, Dispute Resolution and Jurisdiction

In case of any questions or complaints, the User should contact the Develhope Customer Support team by writing to application@develhope.co.

If the User resides in the European Economic Area and the way Develhope handles the complaint is not satisfactory, the User may use the European Commission's Online Dispute Resolution (ODR) platform (ec.europa.eu/odr).

To the extent permitted by mandatory local law to protect Consumers, Italian law applies to these T&Cs.

For any dispute between Develhope and the User Consumer, the Court of the place of residence or domicile of the User Consumer, if located in the Italian territory, shall have jurisdiction.

18. Compliance of the Services and Additional Rights of the User

The User Consumer (natural person) shall in any event be guaranteed, where applicable, the rights to which he or she is entitled under the current Consumer Code, including with regard to Remedies for lack of conformity and with regard to Remedies for non-delivery.

In particular, the Consumer is entitled to the restoration of conformity of the digital content or digital service, unless this is impossible or imposes costs on the professional that would be disproportionate, taking into account all the circumstances of the case and, in particular, the following:

- (a) the value that the digital content or digital service would have in the absence of the lack of conformity; and
- (b) the extent of the lack of conformity.

Develhope shall make the digital content or digital service compliant in accordance with the preceding paragraph, within a reasonable period of time from the time it was informed by the Consumer about the lack of conformity, without expense and without significant inconvenience to the Consumer, taking into account the nature of the digital content or digital service and the intended use of it by the Consumer.

There is no measure of price reduction with respect to Introductory Courses as the same will be provided free of charge.

As far as the Courses are concerned, the relevant legal guarantees will be made explicit in the relevant contract to be signed by each Student.

19. Data protection

Develhope processes personal data provided by the User in compliance with the privacy legislation, as per Legislative Decree 196/2003 and ss.mm. and the General Data Protection Regulation 2016/679.

Users should carefully read the Privacy Policy.

20. Changes to the Terms & Conditions

Develhope reserves the right to change or modify the T&Cs at any time, by posting the new version on the Platform, and notifying its Users by e-mail, where possible, or through an announcement on the Site.

Last updated: 28/11/2022