

LIFE SOURCE CLUB CORPORATE EGULATIONS

The following general terms and conditions (hereinafter the "Terms and Conditions") govern the "Life Source Club" loyalty program (hereinafter the "Program"), in accordance with Art. 6 of Presidential Decree No. 430/2001, which can be joined by creating a personal account on the website www.lifesource.it.

The Program is reserved for individuals. Legal entities may contact Life Source S.r.l. to learn about the availability of corporate sector contracts and possible agreements.

1. **PROGRAM INFORMATION**

1.1. The Program is managed and organized directly by Life Source S.r.l., headquartered at Largo Porta Nuova 12, Bergamo, with tax code and VAT number 03678420161, registered in the Bergamo Business Register under REA number 398928through its legal representative pro tempore, responsible for Life Hotel activities, three dining establishments, and a SPA, all located within the same building named Life Source at Via Briantea No. 5 in Bergamo.

1.2. The Program offers registered individuals the opportunity to enjoy certain benefits on services provided by Life Source S.r.l. within the aforementioned Life Source building.

1.3. The Program is set to last untill 31.01.2026 unless otherwise determined by Life Source S.r.l.

1.4. Information about the Program, along with these regulations, is also available at <u>www.lifesource.it</u>.

2. BECOMING A PROGRAM MEMBER AND CREATING AN ACCOUNT

2.1. All individuals who are employees of companies that have signed a loyalty agreement with Life Source Sr.l. and following which they have registered may participate in the Program as Members.

Interested individuals may join the Program as new Members at the Life Source reception.

2.2. To be a Member of the Program, one must be at least 18 years old.

2.3. Membership in the Program is free.

2.4. Membership is nominative and personal: using another Member's account without Life Source's authorization is not allowed, nor is transferring benefits earned through Member status.

2.5. To create an account as a Member, which tracks directly booked stays with Life Hotel reservations and account activities, Members must provide truthful, accurate, and complete information, including a current and valid email address, phone number, city, and country of residence (the "Account Information"). The accuracy and updating of this information is the sole responsibility of the Member.

<u>The Member is solely responsible for the accuracy of the personal data provided for registration and any updates</u>. Updates can be made by emailing info@lifesource.it with the membership ID code and a copy of an identity document.

2.6. Life Source will send all statements, communications, and updates regarding the Program and the Member's account via email to the address provided at registration or updated later.

Life Source is not responsible for undelivered communications due to incorrect email addresses provided by the Member..

2.7. Membership will be finalized with an email confirmation from Life Source containing a personal numerical identification code, which the Member must use to update his/hesr status and access benefits.

2.8. The Member must ensure that unauthorized individuals do not access their membership code or credentials. The Member is responsible for all activities carried out on their account.

3. ACCEPTANCE OF TERMS AND CONDITIONS

3.1. Participation in the Program implies acceptance of these Terms and Conditions.

3.2. Life Source S.r.l. reserves the right to modify the Terms and Conditions of the "Life Source Club Corporate" Program at any time with prior notification. This notification requirement is met by publishing changes on www.lifesource.it and/or through other Program information channels. Life Source S.r.l.'s right to modify the Terms and Conditions includes the ability to add, remove, or alter any rule, procedure, condition,











benefit, reward, status, service, or similar aspects of the Program at its absolute discretion, even if such changes affect already accrued benefits.

Continued participation in the Program, with automatic renewal each year, unless canceled, will be considered acceptance of the new Terms and Conditions.

3.3. Life Source is solely responsible for the implementation of this Program towards the Members.

4. DATA PROCESSING AND AUTHORIZATION INFORMATION

4.1. By registering for the Program, the <u>Member provides their personal data to Life Source S.r.l.</u>, the data controller, whose data protection officer (DPO) can be contacted at privacy@lifesource.it.

4.2. Life Source S.r.l. uses systems located within the European Union to process registrations and maintain and update each account.

4.3. By joining the Program, the Member acknowledges having read and understood the data processing policy attached and available at www.lifesource.it and authorizes processing, which is otherwise legitimized by the contractual relationship between the parties, particularly regarding account creation, (following, for examples, registration, notifications, errors, problems connected to the account, information avbout the membership's status)

4.4. The data will be stored by Life Source S.r.l. in compliance with the guidelines of the attached privacy policy.

4.5. The information and personal data provided by Members will be used by Life Source S.r.l. for registration, management, administration, and participation in the Program.

- **4.6.** At any time, Members may object, by emailing privacy@lifesource.it, to:
 - the sending of commercial communications, by e-mail or equivalent electronic means, relating to offers and services associated with the Programme;
 - the processing of personal preference data through automated systems, and the sending of personalized commercial communications, via e-mail or equivalent electronic means of communication, related to offers and services associated with the Program, based on preferences and tastes expressed through activities performed or inferred from the characteristics of the Member's Account;
 - the sending of questions aimed at measuring the level of satisfaction of the Member with the service provided, how it is in the interest of Life Source to control the quality of services and verify the evaluation of the Members about products and services offered and/or purchased and analyze this information in order to improve the services.
 - Personalization of the services offered to Program Holders by studying their profile and tastes. This processing is justified by the legitimate interest of Life Source s.r.l.

5. MEMBERSHIP STATUS LEVELS

5.1. Life Source offers two status levels: SMART and PRIVILEGE.

5.2. The SMART status is obtained immediately upon registration of the program: from the moment of membership, and after receiving the e-mail confirming the successful registration, the Registered individuals will participate in the Program with SMART level; such Members will be called SMART GUEST CORPORATE.

5.3. Each member will become PRIVILEGE GUEST CORPORATE status upon the accumulation of n. 30 nights of accommodation, even non-consecutive, within a calendar year. For the purpose of counting n. 30 nights of accommodation, the Member must make the reservation on his own behalf directly with the reservations service of Life Hotel, indicating its registration code to the Program. It is expressly stated that reservations made with sales agents such as, but not limited to, OTA, travel agencies etc., do not count towards the 30 nights for the status change to PRIVILEGE GUEST CORPORATE.







6. LIFE SOURCE BENEFITS RESERVED FOR ALL SMART and PRIVILEGE MEMBERS

6.1. Regardless of the status, all Members will be entitled to the following facilities, provided that the reservation of the night under which the Member intends to use these facilities has been made directly at Life Hotel:

- Standard room rates with and without breakfast at the fixed price agreed in the contract signed by the company of the member
- Room rates with and without breakfast with 10% discount on the categories Superior, Deluxe. Junior Suite, Suite and Family Suite, to be calculated on the final price including VAT;
- 10% discount on meals consumed at Le Terre Restaurant, Onda Bistrot and Rooftop Atmosfere, to be calculated on the final price including VAT, with n. 1 welcome flute of prosecco for only Member in case of dinners booked at Le Terre Restaurant;
- Flat rate reduced parking spaces: car park not covered € 12,00 (instead of € 25,00) covered € 25,00 (instead of € 35,00). Electric charging € 0,96 A KW/h
- Access to the dedicated area Work station at the Onda Bistrot with electrical outlets, subject to availability
- Event preview: Previews of events held at Life Source with the possibility to join before sales are open to the public. This communication will be sent via newsletter at least 4 working days before the public communication, provided that the Member has given his consent for the processing of data for marketing and commercial purposes and to receive newsletters from Life Source s.r.l.6.2. Le agevolazioni non sono convertibili in denaro o in qualsiasi altra forma di credito.
- **6.2.** Facilities are not convertible into cash or any other form of credit.

6.3. The facilities are not transferable, nor cumulative with other discounts, offers or promotions, unless expressly authorized by Life Source S.r.l., and are not valid for existing reservations or groups of 10 or more rooms.

7. LIFE SOURCE BENEFITS RESERVED FOR PRIVILEGE MEMBERS

7.1. Members who reach the status PRIVILEGE COPORATE, in addition to the benefits referred to in point 6.1 above., in the year of attainment of PRIVILEGE CORPORATE status, from the moment the Member has attained that status and during the first 90 days of the following year, they will be entitled to the following additional facilities, subject however to availability, and provided that the reservation of the night under which the Member intends to benefit from these facilities has been made directly to Life Source:

- JR-Suite Experience: a free upgrade per year of room category booked in a Junior Suite allowed for up to 3 nights, subject to availability on arrival;
- early check-in and late check-out: early check-in from 11:00 according to availability on arrival and/or late check-out by 13:00 according to availability on arrival;
- access to dedicated areas: Privilege Rooftop area with small sofas overlooking Città Alta subject to availability on reservation during opening periods, and once a year at the Sea Room for half a day according to availability on reservation (the room has a fixed oval table with 8 seats and 65-inch monitor with click share connection)
- access to the Wellness Area: 3 SPA accesses per year nominal (area open every day from 7:00 to 21:00 with heated pool, tea corner, nordic sauna, steam bath and ice waterfall) available upon reservation at the reception of Life Source according to availability.
- **7.2.** Facilities are not convertible into cash or any other form of credit.

7.3. The facilities are not transferable, nor cumulative with other discounts, offers or promotions, unless expressly authorized by Life Source S.r.l., and are not valid for existing reservations or for groups of 10 or more rooms.

7.4. <u>At the 31.01.2026, the PRIVILEGE CORPORATE status will expire</u>, and the member will no longer be enrolled in the program without prejudice to the aforementioned possibility of continuing to use the benefits











of PRIVILEGE status during the first 90 days of the year following the end of which it will return to SMART status if the company of the member has renewed the agreement agreement with Life Source S.r.l. for 2026 <u>The number of nights required to obtain PRIVILEGE status is reset to zero at the beginning of each calendar year.</u>

8. **PROCEDURE USE BENEFITS**

8.1. In order to take advantage of the benefits related to overnight stays at Life Hotel, Members must make a room reservation by writing to info@lifesource.it or calling 0350526169, Also communicating the alphanumeric personal identification code communicated by Life Source with the registration confirmation.
8.2. The use of all facilities is conditional on the fact that such use takes place in the occasion of overnight

stays booked by the member directly with the reservations service of Life Hotel in the above terms.

8.3. The application of all facilities is, however, subject to verification by Life Source of the actual registration of the Member to the Program.

9. RESERVE FOR RECOGNITION OF LIFE SOURCE CLUB

In the month of January each year, Life Source will communicate to Members, even only by publication on the website www.lifesource.it, any dates and/or periods in which the Members will not be granted all or part of the facilities referred to in points 6. and 7 above.

10. WITHDRAWAL AND CANCELLATION OF REGISTRATION

10.1. Life Source reserves the right to withdraw a Member's membership in the Program without compensation (and with immediate effect) in the following cases:

• breach of these Terms and Conditions;

• providing false or inaccurate Account information or misuse of the Program;

• violation of any national, state or local law or regulation;

• exchange or sale of Overnight stays or benefits obtained from the Life Source Club (for any purpose, including commercial purposes);

• non-payment of amounts owed to Life Source S.r.l., including cases of payments that have not been valid or have been refused due to insufficient credit;

• reasonable suspicion of fraud or abuse in connection with the Membership and/or the Program;

• Knowingly maintain more than one (1) active Account;

• any action or behavior that is deemed, in Life Source's sole discretion, to be unreasonable, harassing, offensive, or detrimental to the Program, one of its partners, or one of Life Source's representatives or employees;

• inactivity of the Member's Account, in case of no bookings and/or charges for a continuous period of 24 months.

10.2. In the event of suspected fraud or abuse, Life Source reserves the right to take any action it may deem necessary to protect the Member's Account from unauthorised access or fraud, including the suspension or limitation of the Member's Account until he provides confirmation that there is no abuse and fraud in the forms provided for updating his personal data.

10.3. The Member may, at any time, cancel his subscription by sending a written notification to the email address <u>privacy@lifesource.it</u>.

10.4. Both the cancellation and the voluntary cancellation of the membership will result in the immediate cessation of the right to enjoy the benefits provided by the Program, excluding any right to reimbursement or refreshment.

11. TERMINATION OF THE PROGRAMME

The Program will expire the 31.01.2026 and will remain in effect until terminated by decision of Life Source, which reserves the right, at its absolute discretion, to terminate the Program at any time, even without reason. In the event of cancellation:





Le Terre

Unda

Ristro

Atmosfere

Roofton

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- Life Source will not be required to propose a replacement programme;
- any facilities accrued before the cancellation will be available for a period of 90 days from the date of cancellation;
- Members will not be entitled to any refund or refreshment.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1. The law applicable to these Terms and Conditions and/or participation in the Program is Italian law.

12.2. For any dispute arising from or with reference to these Terms and Conditions and/ or participation in the Program will be exclusively competent the court of Bergamo, except in the case where the Member has participated in the Program as a consumer, that is to say for the satisfaction of his daily life needs, and not for work needs.

13. ALTRI OTHER TERMS AND CONDITIONS

13.1. Any taxes or fees on the facilities provided herein are borne and solely responsible by the Member.

13.2. The tolerance of Life Source S.r.l. to possible violations by the member of these Terms and Conditions does not constitute a waiver of its respect. Life Source is not responsible for: loss, incorrect indications or delays in receiving requests for membership or correspondence, requests to use facilities; abusive access to the Account; failure to deliver communications to the Member; any errors in the registration of the Account; any typing errors, description, display of the Program contained in any communication related to it.

Pursuant to and for the purposes of art. 1341 and 1342 cod. civ., the undersigned acknowledges and declares that this document has been carefully read and evaluated in every single part of it and, therefore, by signing hereunder, specifically confirms and approves the following clauses:

1.3. annual duration of the Programme and automatic renewal; **2.5**. The Subscriber's sole responsibility for the accuracy and updating of personal data and contact details; **2.7**. completion of registration; **3.2**. unilateral modification of the conditions of the Programme and tacit acceptance of the modifications; **4.1**. and **4.3**. information and consent to the processing of data; **7.4**. duration of PRIVILEGE status and zero counting overnight stays; **8.2**. condition for the use of facilities; **9**. reservation on temporary exclusion of facilities; **10.4**. Immediate consequences of the cancellation and/or withdrawal of membership; **11**. unilateral termination of the Programme; **12.2**. Exclusive competence of the Forum of Bergamo for members who are not consumers.





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