

## Terms and Conditions

29/05/2026

### 1. Introduction

This document (hereinafter also referred to as the "Terms") governs the use of the Ivory platform, including its apps, websites, software, and related services (the "Platform"), owned and operated by Ivory S.r.l. (the "Company"). By using the Platform, the User declares that they fully accept these Terms. If the User does not agree with the Terms or any part thereof, they must not use or register for the Platform. Should the User no longer agree with the Terms, they may close their account at any time and cease using and/or accessing the services offered therein. The Platform allows users to create, view, and share content, participate in communities (the "Towers"), and interact with other users. The Platform also allows Subscriber Users to share scientific papers and perform peer-review activities concerning papers shared by other users who request such services. Registration is available to any individual (the "User"), who may participate in Platform activities with different levels of access depending on the type of account selected and subject to the successful completion of verification procedures carried out by the Company.

### 2. Platform Users

To access the Platform's features, the User must create an account.

When creating an account, the User will be required to provide:

- (i) their first and last name;
- (ii) country of residence;
- (iv) identity card or passport; and
- (v) a selfie and facial video in order to verify the correspondence between the User's account and their identity.

The provision or non-provision of the documents referred to in points (iv) and (v) determines the distinction between Unverified Users and Verified Users as described in Clause 4. The Platform offers different types of accounts depending on the verified qualifications of each User.

In particular, Verified Users are divided into:

- **Basic Users**, who may access the Platform and interact with content shared by other Users;
- **Expert Users**, who may access the Platform, interact with content shared by other Users, create content, and, if they are Subscriber Users, be selected as peer

reviewers for scientific papers related to the field for which they have obtained the Expert badge.

Users may also subscribe to a Pro subscription upon payment of the applicable fee in order to obtain enhanced Platform functionalities. The terms and conditions governing subscriptions are set forth in Clause 7 of these Terms. By using the Platform, the User expressly declares and warrants that they are at least 18 years of age.

### 3. Rules of Conduct for Users

By using the Platform, all Users undertake to behave respectfully toward the Platform and other Users, publish only relevant and accurate content, and report any content that violates these Terms. Each User is responsible for the content shared on the Platform and, by sharing such content, expressly declares and warrants that they possess all necessary rights to do so. By publishing content on the Platform, the User grants the Company, for any existing or future media and communication channel, a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, prepare derivative works from, store, and distribute the published content, together with the User's name, username, or other information provided in connection with such content, in any existing or future medium, without the need for additional consent and without any right to compensation. This license survives termination of the Terms with respect to content provided before termination. The license also includes the Company's right to make the content available for publication, distribution, and/or transmission by natural or legal persons collaborating with the Company. With regard to Users' scientific publications shared on the Platform, reference is made to the rules contained in the Publication Agreement. Each User is responsible for the personal data shared with the Platform and for keeping such information updated in the event of changes. Each User is also responsible for maintaining the confidentiality of their username and password. Therefore, Users must take all necessary measures to keep such information confidential and must not disclose it to third parties. If a User knows or suspects that a third party is aware of their password or has gained access to their account, they must immediately change their password using the dedicated page available on the Platform. Under no circumstances may an account be licensed, sold, or transferred by the User.

Users shall not, under any circumstances:

- share false, misleading, offensive, discriminatory, and/or harassing content toward the Platform and/or other Users. The Company assumes no responsibility for content published and/or messages exchanged between Users through chats;
- share content that violates applicable laws and/or regulations in the place where the User uses the Platform or where the Company is established;
- engage in activities that may compromise the operation, existence, or security of the Platform;
- extract data through automated systems not provided or approved by the Platform or use artificial intelligence systems not approved by the Platform;
- manipulate votes or circumvent the enforcement of these Terms;

- license, sell, transfer, assign, or distribute the Platform;
- modify, decompile, disassemble, decode, reverse engineer, dismantle, or decrypt all or part of the Platform's source code;
- engage in framing, mirroring, or otherwise simulate the appearance or functionality of the Platform;
- violate the rights of third parties, including intellectual property rights.

Following account creation, each User may delete their account through the dedicated procedure available within their account dashboard. Following account deletion, User data will be retained for the purpose of preventing and combating fraudulent attempts to register on the Platform through the unlawful use of the User's personal information, including identity documents.

#### 4. Verified Users

Upon registration on the Platform, as explained in Clause 2, Users will be required to provide their identity card or passport, a selfie, and a facial video in order to verify the correspondence between the User's account and their identity. The provision or non-provision of the identity document, selfie, and facial video determines the distinction between Unverified Users and Verified Users. An **Unverified User** is a User who has not allowed the Platform to verify their identity. Therefore, they may access the Platform and view its content but may not interact in any way with content shared by other Users. A **Verified User**, on the other hand, is a User who has allowed the Platform to verify their identity and who acquires the right to access the Platform, view its content, and interact with content shared by other Users. If the Verified User meets the requirements to be classified as an Expert User, they may also perform all additional activities referred to in Clause 6.

To enable the Platform to perform the verification activity, the User may alternatively:

1. use a contactless method by placing their passport or electronic identity card (CIE) against their phone. In this way, the Platform may obtain:
  - (i) the User's name;
  - (ii) date of birth;
  - (iii) photograph;
  - (iv) digital signature contained in the document;
2. upload to the Platform a photograph and/or video in which the User's face is clearly visible, together with a front-and-back copy of their identity document.

Upon completion of the procedure, which will be carried out using artificial intelligence tools, the User will be informed whether the verification was successful or whether the identification procedure failed, including the reason why Verified User status was not granted. If the procedure is unsuccessful, the User may attempt the procedure again, including by submitting documentation different from that previously uploaded. If the User believes that the unsuccessful outcome of the procedure is incorrect, they may submit an appeal through the Platform by clicking the relevant button on the page where the Platform communicated the failure of the verification procedure. For further information regarding biometric data collected, its retention, and deletion, please refer to the Privacy Policy.

## 5. Towers

Towers represent the communities available on the Platform and are managed by the Company. Within each Tower, Users may share content, propose the creation of sub-communities (the “Subtowers”), and participate in voting procedures regarding proposals for new Subtowers. Subtowers shall therefore be added to the Platform following a proposal submitted by a User and a voting procedure open to all Users. A Subtower shall be created only if the proposal receives favorable votes from at least 55% of Users participating in the vote. Each Subtower is managed by moderators.

Subtower moderators are divided into:

- (i) the **Lead Moderator**, namely the User who created the Subtower; and
- (ii) **Additional Moderators**, whose role is assigned at the discretion of the Lead Moderator.

Within each Subtower, Users may nominate themselves to other Users in the Subtower in order to be elected as moderators. A User who obtains 60% favorable votes from all Users of the Subtower through such procedure shall be elected as a moderator. The Company shall not be responsible for any actions carried out by moderators. Furthermore, the Company reserves the right to revoke moderator status from any User at any time and for any reason. Upon creation, appointment, and/or election as a moderator, the User must review and accept the Moderator Agreement.

Any User participating in a Tower and/or Subtower undertakes to:

- comply with the rules of conduct set out in Clause 3;
- refrain from sharing spam and/or self-promotional content;
- refrain from sharing content unrelated to the relevant Tower and/or Subtower.

If a User violates these rules, the moderator of the Tower and/or Subtower may remove the content that violates the rules, mute the User, or permanently or temporarily block the User's access to the Tower and/or Subtower (a "ban"). If the User wishes to contest a ban imposed by a moderator, they may appeal the decision by clicking the dedicated button displayed on the screen where the ban was communicated. The appeal shall be reviewed by the Company, which may, at its sole discretion, confirm or revoke the ban or reduce its duration in the case of a temporary ban.

## 6. Expert Users

Expert Users have the right to access the Platform, interact with content shared by other Users, create content and—if they are Subscriber Users—be selected as peer reviewers for scientific papers relating to the field in which they obtained their Expert badge.

Within each Tower and/or Subtower relating to the field for which they obtained the Expert badge, Expert Users shall also receive greater visibility than Basic Users. In order to become an Expert User, the User must submit a request to the Platform specifying the Tower for which they believe they qualify to receive Expert User status. Verification of whether the User qualifies as an Expert User shall be carried out by the Platform through either:



- matching the User's ORCID identification;
- uploading the User's curriculum vitae, which shall be analyzed using artificial intelligence tools.

If, following either of these procedures, the User is considered an expert, they shall obtain Expert User status. If the User is not considered an expert, they shall retain Basic User status, with the possibility of submitting an appeal requesting review of the decision. The appeal may be submitted by clicking the dedicated button available on the page where the Platform informs the User that they do not meet the requirements to be classified as an Expert User.

## 7. Subscriber Users and Subscription

The Platform offers Users the possibility of subscribing to a paid membership through which, upon payment of the fees specified below, the Subscriber User may access additional features, including:

- the ability to publish scientific papers on the Platform;
- the ability to review academic papers;
- the ability to give, receive, and redeem Ivory Credits;
- the ability to view fewer advertisements within the Platform.

It is understood that, in order to publish scientific papers and review academic papers on the Platform, the User must not only be a Subscriber User but must also have obtained Expert User status.

The subscription offered by the Platform is priced at:

- **€9.90 per month;**
- **€99.90 per year.**

The Company reserves the right to modify subscription fees at any time. The Subscriber User shall be informed of any such change at least 30 days before the expiration of the current subscription period. The new fees shall automatically apply upon renewal of the User's subscription. Continued use of subscription services following a fee change shall constitute acceptance of the new price. If the User purchases a subscription, the corresponding amount shall be automatically charged to the selected payment method stored in the User's profile according to the applicable monthly or annual billing cycle. The Company uses **Stripe** as its payment processor for handling payment information. Therefore, the User shall also be subject to Stripe's terms and conditions.

By entering payment information on the Platform, the User acknowledges and warrants that:

- the information provided is accurate;
- the User is authorized to use the payment method provided;
- the Company and/or its partners are authorized to charge the amount relating to the purchased services using the payment information provided.

If the User wishes to deactivate their subscription, they may do so through the "Settings" section of the Platform.

Any taxes and/or duties applicable to the purchase of the subscription shall be borne solely and exclusively by the User.

## 8. Ivory Credits

The Platform offers its Users the possibility of exchanging services available on the Platform through the use of Credits, also known as **Denarius**. In the event that a User purchases Credits, the Company grants the User a non-transferable, non-exclusive, revocable, and limited license to use such Credits exclusively within the Platform. Credits acquired on the Platform may also be converted into money at a conversion rate of **1 Credit = 1 Euro** and may be redeemed by the User through an express request submitted via the dedicated button available in the dashboard, with payment made by bank transfer to the account indicated by the User. Any costs associated with the bank transfer shall be borne by the User. Following the User's request, the Company shall use reasonable efforts to process the redemption within **7 business days**. Since transfer costs are borne by the User, the Company recommends that Users residing outside the European Union maintain a minimum threshold of Ivory Credits before requesting redemption, due to the high costs associated with non-EU bank transfers. The transfer, sale, assignment, licensing, and/or allocation of purchased Credits to another User is strictly prohibited.

## 9. Use of Artificial Intelligence Systems

The Company reserves the right to use third-party artificial intelligence systems in order to:

- evaluate the curricula vitae of Users applying for Expert User status;
- match the User's account with their corresponding ORCID profile;
- match the face contained in the identity document with the photograph and/or video provided by a User seeking Verified User status.

The Company hereby clarifies that, following the use of any artificial intelligence tool, the User shall have the right to appeal so that the assessment performed by the system may be reviewed by a human being. In any event, data collected by the Platform shall not be used for the training of artificial intelligence models.

## 10. Intellectual Property Rights

Unless otherwise specified, the Company owns all intellectual property rights relating to the Platform and the materials contained therein, including, but not limited to, text, images, software, logos, icons, and similar materials. The Company also respects the intellectual property rights of third parties. If a User or a third party believes that their intellectual property rights have been infringed by another User, they may submit a report through the dedicated button available in the dashboard.

## 11. No Warranty

The service provided through the Platform is supplied without any warranty or condition, whether express or implied, including with respect to its correct and uninterrupted operation or the truthfulness and accuracy of content published by Users. The Company disclaims all warranties, express or implied, including, without limitation, warranties of fitness for a particular purpose and any warranty that use of the Platform will be free from errors, bugs, or interruptions. The Company is not responsible for the retention or

continued availability of content on the Platform. Accordingly, the Company undertakes no obligation to archive, manage, or provide copies of content or other information supplied by Users, except where expressly required by applicable law. The Company expressly excludes any warranty and liability regarding the identity of registered Users and/or the purposes pursued by them, as well as the content, truthfulness, legality, and/or accuracy of content and information provided and/or transmitted through the Platform by Users. In particular, the Company does not guarantee that the Platform, or any content made available through it, will be free from errors. In the event of fraudulent or false content, the Company reserves the right to remove such content, which shall be deemed contrary to these Terms, and consequently suspend and/or delete the account of the User who published it.

## 12. Content Removal and User Account Disabling

The Company reserves the right to remove content and disable User accounts for suspicious activities or conduct that does not comply with these Terms. The User undertakes to use the Platform in accordance with these Terms, any other documents to which they have given consent, and the principles of good faith toward the Company. The Company reserves the right to suspend or deactivate a User profile and remove shared content, without the User being entitled to make any claim whatsoever, in the event of:

- fraudulent actions, attempted fraud, misuse, deception, and/or improper use of the Platform;
- actions aimed at disrupting and/or manipulating the proper functioning of the Platform;
- failure to comply with these Terms or with the principle of good faith toward the Company;
- prolonged User inactivity for a minimum period of **6 months**.

## 13. Termination

Each User shall have the right to terminate the agreement entered into with the Company for the use of the Platform by deactivating and deleting their account. The Company shall have the right to terminate the agreement entered into with the User in the circumstances described in Clause 12.

## 14. Limitation of Liability

The Company excludes its liability for any damage and/or adverse consequence of any kind suffered by the User in relation to the content of, use of, or otherwise in connection with the Platform, including incidental, special, exemplary, punitive, or consequential damages, or damages arising from loss of income, data, profits, business interruption, costs of obtaining substitute services or platforms, or any other economic losses arising from or related to use of the Platform, regardless of the cause of such damage and regardless of whether the User was advised of the possibility of such losses or damages. In any event, the Company's total aggregate liability toward the User shall not exceed the greater of:

- (i) €1,000.00 (one thousand euros);

(ii) the subscription fees paid by the Subscriber User during the **12 months** preceding the relevant event.

For non-subscriber Users, total liability shall not exceed **€500.00**. The Company further excludes liability for any damage and/or adverse consequence of any kind suffered by the User resulting from the conduct and/or content shared by Users, messages exchanged through chats, or disputes between Users. The use of the Platform constitutes the User's agreement to indemnify and hold harmless the Company, its affiliates, directors, shareholders, officers, collaborators, and employees from any third-party claims, as well as from any damages, expenses, or losses arising from or connected with:

- the use of the Platform;
- violation of these Terms;
- violation of laws or regulations;
- the User's activities and/or content published by the User on the Platform.

## 15. Modification of the Services Offered

The Company may, at its sole discretion, modify, suspend, or discontinue the services offered through the Platform, as well as make changes to the fees applicable to its paid services. In any event, the Company shall not be liable to Users for such actions or for any consequences arising therefrom.

## 16. Additional Terms

Any service offered through the Platform may require acceptance of additional terms and conditions. Such additional terms and conditions shall constitute an integral part of these Terms.

## 17. Amendments

The Company reserves the right to update, supplement, and amend these Terms, in whole or in part, at any time. Whenever the Terms are updated, supplemented, or amended, the User shall receive a notification through the application or via email at the address used during registration on the Platform. In any event, Users are encouraged to regularly review this page to ensure familiarity with the current version of the Terms.

## 18. Miscellaneous

By accepting these Terms, the User hereby agrees that the Company may transfer the Platform to third parties. These Terms, together with the privacy documents (privacy notices and consents), any other agreement expressly incorporated by reference into these Terms, and any additional agreement expressly accepted by the User for the use of supplementary services provided through the Platform, constitute the entire agreement concerning Users' access to and use of the Services. The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid or



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unenforceable, such provision shall be deemed ineffective and the remaining provisions shall remain in full force and effect. These Terms shall be governed by and construed in accordance with the laws of Italy, and any dispute relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Italy and, unless exclusive jurisdictions apply by law, to the Court of Milan, Italy

