

Terms and Conditions – Fargo S.p.A.

1. General Information

This website is operated by Fargo S.p.A., Via Monte Sabotino, 2, Bergamo, Italy.

2. Purpose of the Website

This website is provided strictly for **informational, illustrative, and introductory purposes only**, in accordance with applicable European Union and Italian laws and regulations.

The content made available on this website is intended solely to present general information about Fargo S.p.A., its activities, and its areas of operation. It does not constitute, and shall not be interpreted as:

- An offer, solicitation, or invitation to buy, sell, or trade gold, precious metals, or any related products or services
- Financial, investment, legal, tax, or professional advice of any kind
- A recommendation or endorsement of any transaction, strategy, or course of action
- A public offer or promotion within the meaning of applicable financial or commercial regulations

No element of this website is intended to create, nor shall it be deemed to create, any binding obligation, contractual relationship, or fiduciary duty between Fargo S.p.A. and any user.

All information provided is of a **general nature**, may be incomplete or subject to change without notice, and does not take into account the specific circumstances, objectives, or needs of any individual or entity. Users are expressly advised to seek independent professional advice before making any financial, commercial, or legal decisions.

Fargo S.p.A. does not provide services through this website, nor does it conduct transactions, client onboarding, or account management via this platform. Any potential engagement or business relationship is subject exclusively to separate, formal written agreements executed outside of this website.

Nothing contained on this website shall be construed as a guarantee of future performance, pricing, availability, or outcomes in relation to gold or precious metals markets, which are inherently subject to volatility, regulatory changes, and external factors beyond the control of Fargo S.p.A.

Use of this website and reliance on any information contained herein is entirely at the user's own risk.

Data Protection Context

In accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and applicable Italian data protection laws, this website does not process personal data for the purpose of providing services, transactions, or automated decision-making.

Any personal data submitted voluntarily by users (e.g., via contact forms) is processed solely for the purpose of responding to inquiries, as further detailed in the Privacy Policy. No profiling, automated decision-making, or marketing activities are carried out without explicit user consent.

Regulatory Clarification

Fargo S.p.A. operates in compliance with applicable Italian and European regulations governing commercial activities and the handling of precious metals. However, nothing on this website shall be interpreted as regulated financial intermediation, investment solicitation, or public offering under applicable laws.

Acceptance

By accessing and using this website, users acknowledge and accept the limitations and exclusions set out in this section.

3. No Offer or Binding Commitment

Any communication made through this website, including but not limited to the submission of contact forms, emails, or other forms of inquiry, is provided solely for preliminary informational purposes.

Such communications do not:

- Create or give rise to any contractual, pre-contractual, or fiduciary relationship
- Constitute an offer, solicitation, proposal, or acceptance capable of forming a binding agreement
- Impose any obligation or liability on Fargo S.p.A., whether express or implied

All communications received through the website are considered **non-binding and without legal effect**, and are treated solely as expressions of interest or requests for information.

No agreement, transaction, or business relationship shall be deemed to exist unless and until it is:

- Expressly negotiated between the parties
- Set out in a formal written contract
- Signed or otherwise duly executed by authorized representatives of all relevant parties

Fargo S.p.A. expressly reserves the right, at its sole discretion, to decline, ignore, or discontinue any communication or inquiry without providing reasons and without incurring any liability.

Users acknowledge and agree that any reliance on communications made through this website is at their own risk and shall not give rise to any claims against Fargo S.p.A.

Pre-Contractual Clarification (Italian Law Compliance)

For the avoidance of doubt, any exchange of information through this website shall not be interpreted as constituting pre-contractual negotiations or obligations under Articles 1337 and 1338 of the Italian Civil Code, unless explicitly confirmed in writing by Fargo S.p.A. in a separate formal context.

4. Risk Disclosure

Gold and precious metals markets are inherently subject to a range of risks and uncertainties, including but not limited to:

- Significant price volatility
- Market fluctuations driven by global economic, geopolitical, and monetary factors
- Changes in applicable laws, regulations, and governmental policies
- Liquidity constraints and variations in supply and demand

Accordingly, Fargo S.p.A. makes no representations or warranties, whether express or implied, regarding:

- Future market performance or price movements
- Stability or predictability of gold or precious metals values
- Profitability, returns, or outcomes of any activity, transaction, or engagement
- The suitability of gold or precious metals for any specific financial objective or purpose

All information provided on this website is of a general nature and does not constitute a reliable basis for making financial or commercial decisions. Any references to pricing,

market conditions, or potential advantages are indicative only and may change without notice.

Users expressly acknowledge and accept that:

- Engagement in the gold and precious metals sector involves inherent financial and operational risks
- Market conditions may change rapidly and unpredictably
- Past performance is not indicative of future results
- Any decision made in relation to gold or precious metals is undertaken independently and at the user's sole risk

Fargo S.p.A. shall not be held liable for any losses, damages, or consequences arising directly or indirectly from reliance on information provided through this website.

Regulatory Clarification

Nothing contained in this website shall be construed as a financial promotion, investment service, or regulated activity under applicable European Union or Italian financial regulations. Fargo S.p.A. does not provide investment advice or portfolio management services through this platform.

Users are strongly advised to seek independent professional advice before engaging in any transaction involving gold or precious metals.

5. Accuracy of Information

While Fargo S.p.A. makes reasonable efforts to ensure that the information provided on this website is accurate and up to date, all content is made available strictly on an **“as is”** and **“as available”** basis.

To the fullest extent permitted under applicable European Union and Italian law, Fargo S.p.A. expressly disclaims all representations and warranties of any kind, whether express or implied, including but not limited to:

- Warranties of accuracy, completeness, or reliability
- Warranties of suitability for a particular purpose
- Warranties of uninterrupted availability or error-free operation

Fargo S.p.A. does not guarantee that the information contained on this website is:

- Complete or exhaustive
- Accurate or free from errors or omissions

- Current, up to date, or reflective of real-time conditions

Information presented on the website may be modified, updated, or removed at any time without prior notice.

Users acknowledge that:

- Any reliance on the information provided is at their own risk
- The website content is of a general nature and may not reflect specific circumstances or market conditions
- Independent verification and professional advice should be sought before making any decisions based on such information

Fargo S.p.A. shall not be held liable for any direct or indirect loss, damage, or consequence arising from the use of, or reliance on, the information contained on this website.

Technical Availability Disclaimer

Fargo S.p.A. does not warrant that the website will be continuously available, free from interruptions, errors, or technical issues, nor that it will be free from viruses or other harmful components, although reasonable measures are taken to ensure security and functionality.

6. Limitation of Liability

To the fullest extent permitted by applicable European Union and Italian law, Fargo S.p.A. shall not be liable for any loss or damage of any kind arising out of or in connection with the use of, or inability to use, this website or its content.

This limitation of liability includes, without limitation:

- Any direct, indirect, incidental, consequential, or special damages
- Loss of profits, revenue, business, contracts, or opportunities
- Loss of data, goodwill, or reputation
- Any decisions, actions, or omissions taken based on the information provided on this website

This applies in particular, but is not limited to:

- Market-related decisions or interpretations
- Financial or commercial actions undertaken by users

- Reliance on indicative pricing, descriptions, or representations of gold or precious metals
- Any misunderstanding or misinterpretation of the information presented

Fargo S.p.A. shall not be held liable even where it has been advised of the possibility of such damages.

User Responsibility

Users expressly acknowledge and agree that:

- They are solely responsible for evaluating the accuracy, completeness, and usefulness of any information provided
- Any reliance on such information is undertaken entirely at their own risk
- Independent professional advice should be sought before making any financial, legal, or commercial decisions

Legal Compliance Limitation

Nothing in this clause shall exclude or limit liability where such exclusion or limitation is not permitted under applicable law, including but not limited to:

- Liability for fraud or fraudulent misrepresentation
- Liability for willful misconduct (dolo) or gross negligence (colpa grave), where applicable
- Any liability that cannot be excluded under Italian law

Scope of Application

This limitation applies to all users of the website, regardless of the legal basis of the claim, whether in contract, tort (including negligence), or otherwise.

7. No Reliance Clause

Users expressly acknowledge and agree that the information made available on this website is provided solely for general informational purposes and does not constitute a basis for decision-making.

To the fullest extent permitted by applicable law, users confirm that they do not rely, and will not rely, on:

- Any statements, representations, or information contained on this website
- Any descriptions, indications, or references relating to gold, precious metals, or market conditions

- Any implied representations arising from the content, structure, or presentation of the website

for the purpose of making financial, commercial, legal, or strategic decisions.

Users further acknowledge that:

- No representations or warranties are made as to the accuracy, completeness, or suitability of the information provided
- Any reliance on such information is undertaken solely at their own risk
- Independent professional advice should be obtained prior to entering into any transaction or making any decision related to gold or precious metals

Nothing in this clause shall exclude or limit any rights that cannot be waived under applicable European Union or Italian law.

Interpretation

This clause shall be interpreted in conjunction with the sections relating to limitation of liability, risk disclosure, and informational purpose, forming an integral part of the conditions governing the use of this website.

8. Third-Party Services and Links

This website may contain links to third-party websites, platforms, or resources that are provided solely for convenience and informational purposes.

Fargo S.p.A.:

- Does not control, operate, or monitor such third-party websites
- Does not endorse or approve their content, services, or practices
- Makes no representations or warranties regarding their accuracy, completeness, legality, or reliability

Access to and use of any third-party websites is entirely at the user's own risk.

Fargo S.p.A. shall not be held liable for:

- The content, availability, or functionality of external websites
- Any loss or damage arising from access to or reliance on such websites
- The processing of personal data by third-party websites

Users are advised that third-party websites operate under their own terms and privacy policies, which may differ from those of Fargo S.p.A. Users are encouraged to review such policies before providing any personal data or engaging with those platforms.

The inclusion of any link does not imply any form of affiliation, partnership, or endorsement, unless expressly stated.

Data Protection Notice

Where users access third-party websites, any personal data processing carried out by such parties is independent from Fargo S.p.A. and is not governed by this website's Privacy Policy. Fargo S.p.A. assumes no responsibility for compliance with applicable data protection laws by such third parties.

9. Intellectual Property

All content, materials, and elements available on this website, including but not limited to text, documents, graphics, logos, images, designs, layouts, audio-visual materials, and any other content (collectively, the "Materials"), are the exclusive property of Fargo S.p.A. or are used under appropriate license or authorization.

Such Materials are protected by applicable intellectual property laws, including but not limited to Italian Law No. 633/1941 on copyright and related rights, as well as relevant European Union regulations and international conventions.

Unless expressly authorized in writing by Fargo S.p.A., users are strictly prohibited from:

- Copying, reproducing, modifying, or distributing any Materials
- Republishing or transmitting content in any form or by any means
- Using Materials for commercial purposes
- Creating derivative works based on the website content
- Removing or altering any copyright, trademark, or proprietary notices

Access to the website does not grant users any ownership rights, licenses, or rights of use over the Materials, except for limited, non-exclusive, non-transferable use strictly for personal and informational purposes.

Any unauthorized use of the Materials may constitute a violation of applicable intellectual property laws and may result in legal action.

Trademarks

All trademarks, trade names, logos, and distinctive signs displayed on this website are the property of Fargo S.p.A. or their respective owners. Unauthorized use of such marks is strictly prohibited.

Enforcement

Fargo S.p.A. reserves the right to take any appropriate legal action to protect its intellectual property rights, including seeking damages and injunctive relief.

10. Data Protection

Use of this website is subject to the provisions set out in our Privacy Policy and Cookie Policy, which form an integral and binding part of these Terms and Conditions.

By accessing and using this website, users acknowledge that they have read, understood, and accepted:

- The Privacy Policy, which describes how personal data is collected, processed, stored, and protected in accordance with Regulation (EU) 2016/679 (GDPR) and applicable Italian data protection laws
- The Cookie Policy, which explains the use of cookies and similar technologies, including how consent is obtained and managed

Users are encouraged to review these policies carefully before submitting any personal data through the website.

Where personal data is voluntarily provided (for example, via contact forms), such data will be processed strictly in accordance with the aforementioned policies and applicable legal requirements.

In the event of any inconsistency between these Terms and the Privacy Policy or Cookie Policy, the provisions relating to data protection shall prevail with respect to the processing of personal data.

Consent and Compliance

Where required by law, users' consent to data processing and the use of non-essential cookies is obtained through appropriate mechanisms (e.g., consent checkboxes and cookie banners) prior to such processing taking place.

11. Indemnification

To the extent permitted by applicable law, users agree to indemnify, defend, and hold harmless Fargo S.p.A., its directors, officers, employees, and affiliates from and against any claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Any misuse of the website or its content
- Any violation of these Terms and Conditions by the user
- Any use or reliance on information obtained through the website
- Any breach of applicable laws or regulations by the user in connection with the use of the website

This indemnification obligation applies to any third-party claims brought against Fargo S.p.A. as a result of the user's actions or omissions.

Users acknowledge that they are solely responsible for their use of the website and for ensuring that such use complies with applicable laws and these Terms.

Limitations

This indemnification shall not apply to the extent that any claim, damage, or liability arises directly from the gross negligence (colpa grave), willful misconduct (dolo), or unlawful conduct of Fargo S.p.A., to the extent such limitation is required under applicable Italian law.

Scope

This clause shall survive the termination or cessation of use of the website.

12. Governing Law and Jurisdiction

These Terms and Conditions, and any use of this website, shall be governed by and construed in accordance with the laws of the Italian Republic.

Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the competent courts of Bergamo, Italy.

Consumer Rights

If the user qualifies as a consumer under applicable European Union or Italian law, mandatory consumer protection provisions may grant the user the right to bring proceedings before the courts of their place of residence or domicile, in accordance with applicable regulations.

Nothing in this clause shall limit or exclude any rights that cannot be waived under applicable law.

13. Amendments

Fargo S.p.A. reserves the right to modify, update, or revise these Terms and Conditions at any time, in order to reflect changes in legal requirements, business practices, or website functionality.

Any such changes will be published on this website and shall become effective from the date of publication, unless otherwise specified.

Where appropriate, users may be notified of significant changes through reasonable means (such as website notices or other communication channels).

Users are encouraged to review these Terms periodically to remain informed of any updates.

Continued use of the website following the publication of revised Terms shall constitute acceptance of the updated Terms.

Legal Safeguard

Nothing in this clause shall affect any rights or obligations that have already arisen prior to the publication of the updated Terms, nor shall it limit any mandatory rights granted to users under applicable European Union or Italian law.

Last updated: 27/03/2026