

# Terms and Conditions of GDPR Legal Cookie Website

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Application is provided by:

iubenda s.r.l  
Via San Raffaele, 1 – 20121 Milan (Italy)  
EU VAT No: IT07347120961  
UK VAT No: GB 370904694  
Company registered to the Chamber of Commerce of Milan, REA 1952415  
Legal Representative: Andrea Giannangelo  
SC: 12,603.50 Eur (fully paid up)

**Owner contact email:** info@iubenda.com

## What the User should know at a glance

- The Service/this Application is only intended for Users that do not qualify as Consumers, such as Business Users.
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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- Users may not qualify as Consumers;

### Content on this Application

Unless where otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

### Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

## TERMS AND CONDITIONS OF SALE

### Paid Products

Some of the Products provided on this Application, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of this Application.

### Product description

Prices, descriptions or availability of Products are outlined in the respective sections of this Application and are subject to change without notice.

While Products on this Application are presented with the greatest accuracy technically possible, representation on this Application through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

### Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Within the purchase selection, Users may review their purchase selection, modify, remove or add items and, where provided for, give specific instructions (for instance, "send it with a gift receipt").
- Users will use the checkout button to be redirected to the checkout view.
- Within the checkout view, Users are required, through consecutive steps, to specify their contact details, billing and shipping address, and a shipping and payment method of their choice.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, and add a gift card, referral code or discount code (Coupon) or altogether abort the purchasing process with no consequence.

- After providing all the required information, Users must carefully review the order and, subsequently, confirm and submit it by using the relevant button or mechanism on this Application, hereby accepting these Terms and committing to pay the agreed-upon price.

## **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Application are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

## **Methods of payment**

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Application.

All payments are independently processed through third-party services. Therefore, this Application does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of this Application to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Delivery**

### **Performance of services**

The purchased service shall be performed or made available within the timeframe specified on this Application or as communicated before the order submission.

## **Contract duration**

### **Subscriptions**

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

## **Liability and indemnification**

### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Application has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

## **Common provisions**

### **No Waiver**

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

### **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

### **Privacy policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

### **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User's acceptance of the revised Terms.** If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

The Owner will appropriately inform the User of upcoming changes 30 days before they come into effect.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of this Application must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Authoritative version of these Terms**

These Terms are drawn up and revised in English. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

## **US Users**

## **Surviving provisions**

This Agreement shall continue in effect until it is terminated by either this Application or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

## **Definitions and legal references**

### **This Application (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Business User**

Any User that does not qualify as a Consumer.

### **Coupon**

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

### **European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to Users.

### **Product**

A good or service available through this Application, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

### **Service**

The service provided by this Application as described in these Terms and on this Application.

### **Terms**

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

### **User (or You)**

Indicates any natural person or legal entity using this Application.

Latest update: March 06, 2024