

# Terms and Conditions of [www.kienergy.it/](http://www.kienergy.it/)

Welcome to the Terms & Conditions page of [www.kienergy.it/](http://www.kienergy.it/). This document will help you understand how you can use our services and what you can expect from us.

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## Introduction

These Terms govern

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

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

The User must read this document carefully.

This Application is provided by:

Ki-Energy srl - Via Monte Cimone, 47/B 36073 Cornedo Vicentino (VI)

**Owner contact email:** [info@kienergy.it](mailto:info@kienergy.it)

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- The right of withdrawal only applies to European Consumers.

## How this Application works

This Application merely serves as a technical infrastructure or platform to allow Users to interact with each other. The Owner therefore is not directly involved in any such interactions between Users.

# 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:

- There are no restrictions for Users in terms of being Consumers or Business Users;

## Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Application.

By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

## Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

## Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## Content on this Application

Unless where otherwise specified or clearly recognisable, 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.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## **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.

## **API usage terms**

Users may access their data relating to this Application via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses this Application, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

# **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, colours, 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 choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

## **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.

## **Offers and discounts**

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of this Application.

Offers and discounts are always granted at the Owner's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this document, unless otherwise specified.

## **Coupons**

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfil its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving instalment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

## **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 fulfil 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.

### **Authorization for future PayPal payment**

If Users authorise the PayPal feature which allows future purchases, this Application will store an identification code linked to the Users' PayPal account. This will authorise this Application to automatically process payments for future purchases or recurring instalments of past purchases.

This authorisation can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

### **Retention of Product ownership**

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

### **Delivery of goods**

Deliveries are made to the address indicated by the User and in the manner specified in the order summary.

Upon delivery, Users should verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

Goods are delivered to the countries or territories specified in the relevant section of this Application.

Delivery times are specified on this Application or during the purchasing process.

Unless otherwise specified on this Application or agreed with Users, Products shall be delivered within thirty (30) days from purchase.

### **Failed delivery**

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to any carrier arranged by the User and not offered or recommended by the Owner.

If the goods are not received or collected at the time or within the deadline specified, the goods will be returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User's expense.

### **Provision of personal data**

To access or receive some of the Products provided via this Application as part of the Service, Users may be required to provide their personal data as indicated on this Application. If the User withdraws consent to the processing of personal data required for the provision of the Service, the Owner reserves the right to terminate the contract with the User.

## **User rights**

### **Right of withdrawal**

**Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.**

#### **Who the right of withdrawal applies to**

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

The Consumer shall only be liable for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

### **Exercising the right of withdrawal**

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the "definitions" section of this document.

To the extent the Owner offers such feature, Users can also electronically fill out and submit the model withdrawal form or any other unequivocal statement on this Application. If using this option, the Owner will communicate Users an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

Users may also exercise the right of withdrawal online on this Application. If using the online feature, the Owner will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of goods**, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.

### **Effects of withdrawal**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of physical goods**

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorised by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

**The costs of returning the goods are borne by the User.**

### **UK User rights**

#### **Right to cancel**

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

#### **Exercising the right to cancel**

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of goods**, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.

#### **Effects of cancellation**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of physical goods**

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

**The costs of returning the goods are borne by the User.**

### **Brazilian User rights**

#### **Right of regret**

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

#### **Exercising the right of regret**

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **Regarding the purchase of goods**, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier – receives the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately, or in case of the purchase of a single good consisting of multiple lots or pieces delivered separately, the regret period expires seven (7) days after the day on which the User or a third party designated by the User – other than the carrier receives the last good, lot or piece.

#### **Effects of regret**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### **...on the purchase of physical goods**

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorised by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-day period for returning the goods. The reimbursement may be withheld until receipt of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the Owner.

## **Guarantees**

### **Legal guarantee of conformity for goods under EU law**

Under EU law, for a minimum period of 2 years from delivery, traders guarantee the conformity of the goods they sell to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity for goods applies to the items available on this Application in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Consumers who do not qualify as European may benefit from legal guarantee of conformity rights in accordance with the legislation of the country of their habitual residence.

### **Conformity to contract for Consumers in the United Kingdom**

Users in the United Kingdom qualifying as Consumers have a right to receive goods that are in conformity with the contract.

### **Legal guarantee of conformity for goods for Consumers in Brazil**

The legal guarantee applicable to goods sold by this Application (both physical and digital) complies with the following terms, according to the Consumer Protection Code:

- non-durable goods shall have a thirty-day (30 day) guarantee; and
- durable goods shall have a ninety-day (90 day) guarantee.

The warranty period starts from the date of goods delivery.

The warranty is not applicable in cases of misuse, natural events or if it has been subjected to any maintenance other than that provided by this Application.

The warranty may be claimed through the contact channels provided by this Application. The Owner shall bear the costs of

shipping the goods for technical assessment, if necessary.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty. The regulations applicable to contractual warranties can be found in the specifications provided by this Application. If no such information is provided, only the statutory provisions shall apply.

## **Liability and indemnification**

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

### **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.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

### **Limitation of liability for User activities on this Application**

Users acknowledge and accept that the Owner merely provides Users with the technical infrastructure and features incorporated in this Application.

The Owner does not intermediate, moderate, promote or intervene in interactions, agreements or transactions between Users and therefore bears no liability for any such interactions among Users, including the performance of any Users' obligations, except as required by applicable law.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to mandatory 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.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

**This Application is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.**

**Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure;**

that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

#### **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

#### **Indemnification**

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;

- **User’s willful misconduct; or**
- **statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

## **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 program.

### **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.

If legally required, the Owner will notify Users in advance of when the modified Terms will take 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.

## **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.

### **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

### **Exception for Consumers in Switzerland**

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

### **Exception for Consumers in Brazil**

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialised in Brazil, Brazilian law will apply.

## **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.

### **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

### **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

## **Accessibility**

The Owner is committed to making the content accessible to Users with disabilities. If Users have a disability and are unable to access any portion of this Application due to their disability, they should give a notice including a detailed description of the issue

encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, the Owner commits to promptly address it.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Application or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 2 days of receiving it.

## **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.

### **Brazilian (or Brazil)**

Applies where a User, regardless of nationality, is in Brazil.

### **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.

### **Digital Product**

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of this Application.

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

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

### **Example withdrawal form**

*Addressed to:*

*Ki-Energy srl - Via Monte Cimone, 47/B 36073 Cornedo Vicentino (VI)  
info@kienergy.it*

*I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:*

\_\_\_\_\_ (insert a description of the goods/services that are subject to the respective withdrawal)

- *Ordered on:* \_\_\_\_\_ (insert the date)

- Received on: \_\_\_\_\_ (insert the date)
- Name of consumer(s): \_\_\_\_\_
- Address of consumer(s): \_\_\_\_\_
- Date: \_\_\_\_\_

(sign if this form is notified on paper)

### **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.

### **United Kingdom (or UK)**

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

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

Indicates any natural person or legal entity using this Application.

### **Consumer**

Consumer is any User qualifying as such under applicable law.

## **How can we help?**

[What you can do](#)

[In case of issues](#)

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### **What you can do**

#### **Your data**

- [Ask us to know and access the information we hold on you](#)
- [Ask us to correct information we hold on you](#)
- [Ask us to be forgotten \(delete the information we hold on you\)](#)
- [Ask to port your data to another service](#)

[Close](#)

### **In case of issues**

While we strive to create a positive user experience, we understand that issues may occasionally arise between us and our users. If this is the case, please feel free to contact us.

[Contact us](#)

## **Footer**


**[www.kienergy.it/](http://www.kienergy.it/)**

Ki-Energy srl - Via Monte Cimone, 47/B 36073 Cornedo Vicentino (VI)

**Owner contact email:** [info@kienergy.it](mailto:info@kienergy.it)

## **Downloadable documents**

- [Privacy Policy](#)  
Latest update: 8 July 2026
- [Cookie Policy](#)  
Latest update: 8 July 2026
- [Terms and Conditions](#)  
Latest update: 8 July 2026

Terms and Conditions  by **iubenda**

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