

Terms and conditions of www.laviarte.it

These Terms govern

- use of this Application e
- any other Agreement or legal relationship with the Owner

in a binding manner. Capitalized expressions are defined in the relevant section of this document.

The User is requested to read this document carefully.

The person responsible for this Application is:

LA VIARTE Farm - Simple Agricultural Company

Via Novacuzzo, 51

33040 Prepotto (UD)

Email address of the Owner: vendite@laviarte.it

To know at a glance

- Please note that certain provisions of these Terms may only apply to certain categories of Users. In particular, some provisions may apply only to Consumers or only to Users who are not acting as Consumers. Such limitations are always mentioned explicitly in each relevant clause. In case of failure to mention, the clauses apply to all Users.
- **The use of this Application and of the Service is reserved for Adult Users pursuant to of the applicable law.**

TERMS OF USE

Unless otherwise specified, the conditions of use of this Application set out in this section have general validity.

Further conditions of use or access applicable in particular situations are expressly indicated in this document.

By using this Application, the User declares to meet the following requirements:

- There are no restrictions related to Users with respect to whether they are Consumers or Users Professionals;
- The User is an adult in accordance with the applicable law;

Content on this Application

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

The Owner takes the utmost care to ensure that the content available on this Application does not violate the applicable law or rights of third parties. However, it is not always possible to achieve this result.

In such cases, without any prejudice to legally exercisable rights and claims, Users are requested to address the relative complaints to the addresses specified in this document.

Rights to the contents of this Application

The Owner expressly holds and reserves all intellectual property rights on the aforementioned contents.

Users are not authorized to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without exclusions, Users are prohibited from copying, downloading, sharing beyond the limits specified below, modifying, translating, processing, publishing, transmitting, selling, granting sub-licenses, transform, transfer/assign to third parties or create derivative works from the content available on this Application, to allow third parties to undertake such activities through your User account or device, even without your knowledge.

Where expressly indicated on this Application, the User is authorized to download, copy and/or share certain content available on this Application solely for personal purposes and non-commercial and on condition that the attribution of authorship of the work is observed as well as the indication of any other relevant circumstance requested by the Owner.

The limitations and exclusions provided for by copyright legislation remain unchanged.

Access to external resources

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

The conditions applicable to the resources provided by third parties, including those applicable to any granting of rights to content, are determined by the third parties themselves and regulated in the relative terms and conditions or, in their absence, by law.

Permitted use

This Application and the Service may only be used for the purposes for which they are offered, according to these Terms and in accordance with applicable law.

It is the sole responsibility of the User to ensure that the use of this Application and/or the Service does not violate the law, regulations or the rights of third parties.

Therefore, the Owner reserves the right to adopt any suitable measure to protect its legitimate interests, and in particular to deny the User access to this Application or to the Service, terminate contracts, report any objectionable activity carried out through this Application or Service to the competent authorities

- p. eg. the judicial or administrative authority - whenever the User puts in place or there is a suspicion that he puts in place:

- violations of law, regulation and/or the Terms;
- infringement of third party rights;
- acts which may considerably prejudice the legitimate interests of the Data Controller;
- offenses to the Data Controller or to a third party.

Limitation of Liability and Indemnification

Australian users

Limitation of Liability

Nothing in these Terms excludes, limits or modifies any warranties, conditions, indemnities, right or protection you may have under the Competition and Consumer Act 2010 (Cth) or other similar state and territory legislation and which constitutes a right that cannot, in any way be excluded, limited or modified (non-excludable right). To the fullest extent permitted by law, our liability to you, including liability for infringement of a non-excludable right and any other liability not otherwise excluded under these Terms and Conditions, is limited, to discretion of the Owner, to a new provision of the services or to the payment of the cost for the repetition of their provision.

US users

Warranty Disclaimer

The Owner provides this Application "as is" and according to availability. The use of the Service is at the User's own risk. Within the maximum limits permitted by law, the Owner expressly excludes the conditions, agreements and guarantees of any kind - be they expressed, implied, statutory or otherwise, including, but not limited to exhaustively, any implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No advice or information, whether oral or written, that the User has obtained from the Owner or through the Service will create guarantees not expressly provided for in this document.

Notwithstanding the foregoing, the Controller and its subordinates, affiliates, officers, agents, co-brand owners, partners, suppliers and employees do not warrant that the content is accurate, reliable or fair; that the Service will be available, uninterruptedly and securely, at any particular time or location; 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 the User's own risk and the User is solely responsible for any damage to the computer system or mobile device or for loss of data resulting from such operation or from the use of the Service by the User-.

The Owner does not guarantee, approve, ensure or assume responsibility for any product or service advertised or offered by third parties through the Service or any website or service connected via hyperlink. Furthermore, the Data Controller does not take part in or monitor it in any way no transactions between Users and third-party suppliers of products or services.

The Service may become inaccessible or not work properly with the browser, User's device and/or operating system. 11 Owner cannot be held responsible for any damage, whether perceived or actual, deriving from the content, operation or use of the Service.

Federal, some state and other jurisdictions do not allow the exclusion and limitation of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights. Users may have additional rights which vary from state to state. The limitations and exclusions set forth herein Agreement apply to the extent prescribed by law.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees be held responsible for

- any indirect, intentional, collateral, special, consequential or exemplary damages, including, but not limited to, damages resulting from loss of profits, of goodwill, use, data or other intangible losses, arising out of or relating to use, or the inability to use the Service; And
- any damage, loss or injury resulting from hacking, tampering or otherwise access to or unauthorized use of the Service or User account or the information contained therein;
- any error, lack or inaccuracy in the contents;
- personal injury or property damage of any kind, resulting from access or use of the Service by the User;
- any unauthorized access to the Owner's security servers and/or to any other personal information stored there
- any interruption or termination of transmissions to or from the Service;
- any bugs, viruses, trojans 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 suffered to 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. Under no circumstances the Owner and its subordinates, affiliates, officers, agents, co-brand owners, partners, suppliers and employees will be held responsible for any request for compensation, proceeding, liability, obligation, damage, loss or cost in an amount higher than that paid by the User to the Owner during the previous 12 months, or for the duration of this Agreement between the Owner and the User, whichever is shorter.

This disclaimer section applies to the maximum extent permitted by law in the applicable jurisdiction, whether the alleged liability arises in contract, tort, negligence, strict liability or any other basis, even if the Owner had been advised of the possibility of the occurrence of such damage. Some jurisdictions do not allow the exclusion or limitation of collateral damages e consequential damages, so the above limitations or exclusions may not apply to you to the User. These Terms give you specific legal rights and you may enjoy other rights which vary from jurisdiction to jurisdiction. The exceptions, exclusions or limitations of liability set forth in these Terms do not apply beyond the limits provided by applicable law.

Indemnity

The User undertakes to defend, indemnify and hold the Owner and his subordinates harmless, affiliates, officers, agents, co-brand owners, partners, suppliers and employees from and against any and all claims, damages, obligations, losses, liabilities, charges or debts and expenses, including, without limitation, attorneys' fees and expenses arising out of

- the use or access to the Service by the User, including any data or content transmitted or received by the User;
- your violation of these Terms, including, but not limited to not limited to, any violations by you of any representations or warranty under these Terms;
- your violation of any third party rights, including, but not limited to any rights relating to privacy or intellectual property;
- the User's violation of any applicable law, rule or regulation
- any content sent from the User's account, including, but not limited to exhaustive, misleading, false or inaccurate information and including the case in which access is made by third parties with the User's personal username and password or others security measures, if any;

- the willful conduct of the User; or
- the violation of any legal provision by the User or its affiliates, officers, agents, co-brand owners, partners, suppliers and employees, to the extent permitted by applicable law

Common provisions

No implied waiver

Failure by the Owner to exercise legal rights or claims arising from these Terms will not constitute a waiver of the same. No waiver can be considered final in relation to a specific right or to any other right.

Service Interruption

To guarantee the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates or for any other modification, giving appropriate notice to Users.

Within the limits of the law, the Owner reserves the right to suspend or completely terminate the Service. In case of termination of the Service, the Owner will ensure that Users can extract their Personal Data and information according to the provisions of the law.

Furthermore, the Service may not be available for reasons beyond the reasonable control of the Owner, such as force majeure (eg strikes, infrastructure malfunctions, blackouts, etc.).

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit this Application or the Service in whole or in part without the Owner's prior written consent, expressed directly or through a legitimate reseller program.

Privacy policy

Information on the processing of Personal Data is contained in the privacy policy of this Application.

Intellectual property

Without prejudice to any more specific provision contained in the Terms, the intellectual property rights and industrial, such as copyrights, trademarks, patents and models relating to this Application are held exclusively by the Owner or its licensors and are protected pursuant to the law and the international treaties applicable to intellectual property.

All trademarks - verbal or figurative - and any other distinctive sign, company, service mark, illustration, image or logo that appear in connection with this Application are and remain the exclusive property of the Owner or its licensors and are protected under the laws and international treaties applicable to intellectual property.

Changes to Terms

The Owner reserves the right to modify the Terms at any time. In this case, the Owner will give appropriate notice of the changes to the Users.

The changes will affect the relationship with the User only for the future.

Your continued use of the Service constitutes your acceptance of the updated Terms. If the User does not want to accept the changes, he must stop using the Service. Failure to accept the updated Terms may result in either party being entitled to withdraw from the Agreement.

The previous applicable version continues to govern the relationship until accepted by the User.

This version can be requested from the Owner.

If required by applicable law, the Owner will specify the date by which the changes to the Terms will take effect.

Assignment of the contract

The Owner reserves the right to transfer, assign, arrange to novate or contract individual or all rights and obligations under these Terms, having regard to the legitimate interests of Users.

The provisions relating to the modification of these Terms apply.

The User is not authorized to assign or transfer his rights and obligations under the Terms without the written consent of the Owner.

Contacts

All communications relating to the use of this Application must be sent to the addresses indicated in this document.

Safeguard clause

Should any of the provisions of these Terms be or become null or ineffective pursuant to the applicable law, the nullity or ineffectiveness of this provision does not cause ineffectiveness of the remaining provisions, which therefore remain valid and effective.

US users

Any invalid or ineffective provision will be interpreted and adapted to the extent necessary to make it valid, effective and compliant with the original purpose.

These Terms constitute the entire agreement between the User and the Owner with reference to the regulated object and prevail over any other communication, including any previous agreements, between the parties regarding the regulated object.

These Terms will be enforced to the fullest extent permitted by law.

European users

Should a provision of these Terms be or become void, invalid or ineffective, the parties will endeavor to find a valid and effective replacement provision for the void, invalid or ineffective provision amicably.

In the event of non-agreement in the aforementioned terms, if permitted or required by applicable law, the void, invalid or ineffective provision will be replaced by the applicable legal discipline.

Notwithstanding the foregoing, the nullity, invalidity or unenforceability of a specific provision of these Terms shall not void the entire Agreement, unless the void, invalid or ineffective provisions under of the Agreement are essential or of such importance, that the parties would not have entered into the agreement if had known that the provision would be invalid, or in cases where the residual provisions would entail an excessive and unacceptable burden for one of the parties.

Applicable law

The Terms are governed by the law of the place where the Owner is established, as indicated in the relevant section of this document regardless of conflict rules.

Exception for European Consumers

However, regardless of the foregoing, if the User acts as a European Consumer and has his habitual residence in a country whose law provides for a higher level of consumer protection, this prevails higher level of protection.

Jurisdiction

The exclusive jurisdiction to hear any dispute arising from or in connection with the Terms belongs to the judge of the place where the Owner is established, as indicated in the relevant section of this document.

Exception for European Consumers

The foregoing does not apply to Users acting as European Consumers or Consumers located in Switzerland, Norway or Iceland.

Definitions and legal references**This Application (or this Application)**

The structure that allows the provision of the Service.

Agreement

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

Commercial user

Any User who does not meet the definition of Consumer.

European (or Europe)

Defines a User physically present or having its registered office in the European Union, regardless of nationality.

Owner (or We)

Indicates the natural or legal person who provides this Application and/or offers the Service to Users.

Service

The service offered through this Application as described in the Terms and on this Application.

Terms

All the conditions applicable to the use of this Application and/or to the provision of the Service as described in this document as well as in any other document or agreement connected to it, in the respectively most updated version.

User (or You)

Means any natural person who uses this Application.

Consumer

Any natural person who, as a User, uses goods or services for personal purposes and, in general, acts for purposes unrelated to his business, commercial, craft or professional activity.

Last modified: September 13, 2022