

# CONDITIONS OF USE OF THE SITE

## WWW.GIANNESCHI.NET

### PREMISE

The website [www.gianneschi.net](http://www.gianneschi.net) and its applications were created by **GIANNESCHI PUMPS AND BLOWERS S.R.L.** (hereinafter "Company" or "**GIANNESCHI S.R.L.**"), which is the only registrant and therefore holder of rights. By visiting the portal or using the services connected to the Site, the visitor and the user are required to comply with the conditions of use.

This User Agreement (hereinafter "Agreement") establishes the Conditions of Use of the website: [www.gianneschi.net](http://www.gianneschi.net) (hereinafter also "Site" or "Portal"), governing the operation of the Portal, access and registration by users.

The Contract also refers to relations between the company **GIANNESCHI S.R.L.**, registered office in Via Luigi Gianneschi, 270, 55041, Capezzano Pianore (LU); Tax Code and VAT number 01619620469; PEC [gianneschisrl@cgn.legalmail.it](mailto:gianneschisrl@cgn.legalmail.it) and all those who access the Site, as simple visitors or registered users, as well as the use of the services offered by the same Company through the Portal. By accessing the Site, the user declares to have properly viewed and read these rules which are therefore accepted and observed as they govern the use and navigation of the site itself.

This Introduction is an integral part of these terms of use.

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### Art. 1 – DEFINITIONS

For "**GIANNESCHI S.R.L.**" o "Company" means the company providing the Services offered through the website.

"Site" means the Internet site, with all its contents and applications, registered, commissioned and belonging to **GIANNESCHI S.R.L.** and its domain-name "[www.gianneschi.net](http://www.gianneschi.net)", assigned to it, through which the services will be provided to the Users.

The term "Visitor" refers to the person who visits the website or several pages of the same without carrying out any registration or joining the Services provided by the Company. The use of the contents of the Site is limited to the consultation of public areas, directly accessible with the connection to the web by each browsing user.

By "Registered User" we mean the user of the Portal, that is the one who, by making the appropriate registration, can access all the contents of the Site aimed at this category, as well as have access to the services offered by the Company through the Site [www.gianneschi.net](http://www.gianneschi.net).

## **Art. 2 – SUBJECT**

Through the website, the Company promotes commercial services related to the supply of pumps and fans for luxury boats, work boats and military units.

It is in the interest of the Company not only to increase the number of users, as this is functional to the better functioning of the Site, but also to create a wide audience that has the opportunity to draw information from the Site as a privileged channel of communication, but also to be able to carry out activities of a commercial nature directly online in compliance with EU Regulation 2016/679 or RGDP and in compliance with adequate security measures, thus guaranteeing the Company the widest and greatest protection of personal data and the confidentiality of the individual user.

## **Art. 3 – CONNECTION TO THE SITE**

The Portal is an online site accessible through the Internet.

The Company assumes no responsibility in the event of interruptions, errors or malfunctions due to the Internet connection.

The use of an Internet connection system takes place under the sole and entire responsibility of the Visitor / Registered User. The Company, in fact, will not be responsible for any use of connection systems in violation of the rights recognized to their respective owners.

The costs of telephone communications for connecting to the Internet and, therefore, also to the Site, are the sole responsibility of the Visitor or the Registered User.

The costs related to the tools that allow access to the Internet (such as, but not limited to, the computer and the modem) are also borne by the Visitor or the Registered User.

## **Art. 4 – VISITOR, REGISTERED USER**

There are two ways of using the Portal “**Visitor**” and as a “**Registered User**”.

The simple Visitor has the possibility to visit only the home page of the Site and some of the sections of the Site chosen at the discretion of **GIANNESCHI S.R.L.**

The Registered User, on the other hand, accesses all sections of the Site and all its contents in the manner indicated therein, except for specific restrictions.

The Registered User can therefore choose whether to access content aimed at this particular type of User.

To become a Registered User and access the reserved contents of the Site, the Simple Visitor must complete the registration procedure, which is only possible online, for the creation of a "User Profile".

To this end, the Visitor must:

- Access the site and click on “Registration”;
- Duly fill in the data collection form and in particular the fields marked with a red asterisk;
- click on the "Create new profile" button.

The e-mail address of the person registering will be used to send a personal password to be used to access the restricted areas of the Site.

The Company states that registration is free.

Following the compilation of the data collection form, the Registered User will be able to access all the contents of the Site and receive information and commercial communications by e-mail and / or paper, only if he expressly gives his consent to receive them.

#### **Art. 5 – OBLIGATIONS OF THE REGISTERED USER**

Following registration, by signing these Regulations, the Registered User undertakes to:

- respect the general principles of the legal system, the rules of public order and morality;
- not to use the Site for purposes contrary to the laws in force, to this regulation or contrary to the interests and rights of other users, of the company;
- not to use the Site for fraudulent purposes;
- not to access the Site for the purpose of stealing data and news relating to other registered Users;
- not to use the Site to transmit spam, viruses, trojans, etc., or other similar programs;
- promptly inform the company of the initiation or threat of legal action of any kind by themselves and / or third parties, in relation to the use of the site;
- hold harmless and harmless the company from any consequential compensation resulting from breach by the Registered User of the law or the conditions of this contract;
- avoid performing a double registration for the same account;
- not to make an identity change, without consent, pursuant to art. 494 of the Italian Criminal Code, including through morphing;
- comply with the rules on copyright, in accordance with current legislation.

Finally, the Registered User of the Site is absolutely forbidden to transfer or sell this Agreement, as well as the rights descendants thereof, to third parties.

Following registration, the Registered User who intends to receive information and commercial communications by e-mail and / or on paper has the duty to communicate any change in their personal data, so that the Company is allowed to ensure the success of the service offered.

#### **ART. 6 – RELIABILITY OF THE INFORMATION RELEASED**

The registered user certifies, under his own responsibility, that the information provided on the Site

is true.

The mobile number or other telephone number, provided during registration, is expressly declared as a personal number, therefore corresponding to the Registered User and not to third parties.

Failure to update the information or the communication of data that does not correspond to the truth may constitute just reason for the Company to interrupt the registration procedure or to withdraw from this contract.

The Company reserves the right to periodically check the information on the Site, being able to exclude any Registered Users in the event of untruthful, offensive or unlawful statements, or for misconduct, non-compliant, or contrary to this regulation or the law.

#### **Art. 7 – CONTENTS OF THE SITE**

The contents of the "[www.gianneschi.net](http://www.gianneschi.net)" site are intended for personal and non-professional use by the User.

All materials published on the Site (hereinafter "Contents"), in particular those relating to pumps and fans for boats, and other products such as, but not limited to, photographs, illustrations, audio and video recordings, publications of various genre etc ..., are protected by copyright laws and are the property of the Author, that is **GIANNESCHI S.R.L.** or who legitimately has the relative rights. The user is required to comply with any additional information on the Site in relation to the intellectual property of the content accessed.

The services of the Site and its contents are protected by copyright laws in force in Italy and by international copyright laws. The User is not authorized to modify, publish, transmit, share, assign in use for any reason, reproduce (beyond the limits specified below), rework, distribute, perform, give access or commercially exploit the contents or services in any way (including the software) of this Site, even if only partially.

The reproduction and collection of any content for reasons other than personal use is expressly prohibited.

In relation to content from press agencies or other sites and possibly published on the Site, the Company, having previously communicated the publication of the content to the owner, assumes no responsibility for inaccuracies, errors, omissions with respect to the integrity of the information and is not liable for any consequential damage.

#### **Art. 8 –INTELLECTUAL PROPERTY RIGHTS**

Contents such as, by way of example but not limited to, images, photographs, videos, documents, any drawings, figures, logos and any other material, in any format, published on the Site, including web

pages, graphics, colors, layouts, tools, fonts and design of the website, diagrams, methods, processes, functions and software, which are part of it, are protected by copyright and any other intellectual property right of **GIANNESCHI S.R.L.** and other rights holders. The reproduction, in whole or in part, in any form, of the Site and its contents is prohibited. The Company has the exclusive right to authorize or prohibit the direct or indirect, temporary or permanent, even partial, reproduction of the contents of the Site. The Visitor and the Registered User are only authorized to view the website and its contents, as well as all other temporary acts of reproduction, without their own economic significance, which are considered transitory or ancillary, an integral and essential part of viewing the Site itself.

#### **Art. 9 – TRADEMARKS AND DOMAIN NAMES**

**GIANNESCHI S.R.L.** is the exclusive owner of any registered logos and trademarks and of any other distinctive sign that includes “**GIANNESCHI PUMPS AND BLOWERS S.R.L.**”, including the domain name “[www.gianneschi.net](http://www.gianneschi.net)”.

The Company and all the other owners of all registered trademarks published on the Site have the right to make exclusive use of the trademarks of their respective ownership. The Visitor and the Registered User are in no way authorized, except for the express consent of the Company and any other owner of registered trademarks, published on the site, to use these trademarks to distinguish products or services, even if not similar to those of “[www.gianneschi.net](http://www.gianneschi.net)” or other trademark owners.

The Company reserves the right to inhibit the unlawful use of the aforementioned trademarks and names as well as to appeal to the competent judicial authorities in order to request compensation for damages suffered, not only for illegitimate use of the trademark, but also for acts of unfair competition online.

#### **Art. 10 –NOTICE ON CONTENT**

The Company has taken every precaution to prevent content that describes or represents scenes or situations of physical or psychological violence from being published on the Site or that, according to the sensitivity of the users of the Portal, can be considered harmful to the civil convictions, human rights and the dignity of persons, in all its forms and expressions. However, the Company does not assume any responsibility towards the Visitors / Registered Users for the accuracy and completeness of the content included in the website form. The Company has adopted adequate technical and organizational measures to safeguard the security of its services on the site "www.gianneschi.net", the integrity of data relating to traffic and electronic

communications with respect to the forms of use or knowledge not permitted as well as to avoid risks of dispersion, destruction and loss of data and confidential and non-confidential information, relating to its users, present on the Site, or of unauthorized access, or non-compliant with the law, to the data and information themselves (Technical and organizational security measures, pursuant to art. 32 RGDP 2016/679).

#### **Art. 11 – LIABILITY OF THE COMPANY**

The Registered User expressly acknowledges that the Company will not be liable in any way if third parties illegally access the data held by the Company, in fraud of the security systems set up by the same. The eventuality in which access occurs due to a serious breach by the Company is reserved.

Nor will the Company be attributable to any contractual and extra-contractual liability if the circumstance that caused the harmful event, or the non-fulfillment of the Company, was determined by a fortuitous event or due to force majeure such as, by way of example but not limited to, natural events, wars, uprisings, riots, terrorist acts, strikes, floods, earthquakes, floods, fires.

Furthermore, the Company will not be responsible for any damage suffered by the Visitor / Registered User, deriving from acts and / or omissions attributable to the providers of telecommunications services or Internet services, or from any defects in the equipment or services rendered by them.

The Company will not be held responsible for the possible impossibility of the Visitor / Registered User to use the Portal, if it is caused by incompatibility between the Visitor / Registered User software and that of the Company, in the event of direct telematic connections or network connections of other type, or deriving from defects relating to the hardware, software or other equipment used by the Visitor / Registered User to access the site.

Without prejudice to the rights of Registered Users, described in these general conditions of use of specific services, to which reference should be made in full, the Company retains the right to:

- modify the technical specifications of the site;
- interrupt the operation of the site for technical reasons;
- modify, suspend, even partially interrupt the services, including accessibility to the database or content;
- introduce limitations of access or services, in whole or in part, without notice and without assuming responsibility for such limitation of service;
- provide Registered Users with all the instructions it deems appropriate for the proper functioning, safety or quality of the site itself.

The Company declines any responsibility for the information present on the site and entered by Users, who guarantee its accuracy and truthfulness under their own responsibility. The User declares, guarantees and takes every precaution to ensure that the contents are sent by adults. For minors, the materials must be screened and authorized by the exercisers of parental authority.

Consequently, the User will hold harmless the owner of the site and all subject to these afferent, from and against any liability and prejudicial consequence, including, without exception, the legal fees defined on the basis of the professional rate incurred by the Company as a result of legal actions deriving from the violation by the User of these obligations in relation to the abuse by himself or by third parties of his account in violation of the guarantees provided in this article.

In any case, the User is required to provide every collaboration to the publisher and the Company of the site to properly protect their rights in relation to such legal actions. The Company reserves the right to independently protect itself by defending itself in court, at its own expense, without prejudice to the User's right to compensation.

#### **Art. 12 – TERMINATION OF THE CONTRACT AND EXPRESS TERMINATION CLAUSE**

Pursuant to art. 1456 of the Italian Civil Code, it is expressly agreed that the contract will be terminated by law in the event of non-fulfillment of even one of the obligations contained in this contractual agreement.

#### **Art. 13 – MODIFICATION OF THE CONDITIONS OF USE**

The Company reserves the right to make changes to these Terms of Use, at any time, by informing the interested parties by publishing the changes on the website "www.gianneschi.net" and / or by e-mail. The Terms of Use, as amended, will be applicable from the time of publication,

The registered User is required to periodically check these Terms of Use, by accessing the site, to ascertain any changes made. In any case, the use of the site and its services implies acceptance of the changes that have occurred in the meantime.

If the changes are not accepted, the User can cancel his registration by sending an email to the following address [info@gianneschi.net](mailto:info@gianneschi.net), it being understood that, as mentioned, the continuation of the use of the services, following the changes made and made known by the Company, will have the validity of acceptance of the new conditions.

#### **Art. 14 – COMUNICATIONS**

The communications are valid only if made: by land mail, at the registered office of **GIANNESCHI PUMPS AND BLOWERS S.R.L.**, with registered office in Via Luigi Gianneschi, 270, 55041,

Capezzano Pianore (LU), C.F. and VAT number 01619620469, PEC gianneschisrl@cgn.legalmail.it.

**Art. 15 – PRIVACY POLICY**

By adhering to this contract, each Registered User is subject to the application of the Privacy Policy (**link**) adopted by the Company for the Site and published in it. The Website Privacy Policy (**link**) is the document in which the purposes and methods by which the Company collects and uses the personal data and / or particular data, which the Registered User has knowingly provided to it, are promptly indicated. The Company grants the Visitor the right to register, collecting and sometimes storing his data, processing personal data and / or particular data resulting from the registration itself, in full compliance with the current legislation on "Privacy", as well as communicating them, in all respects or in part, to the other subjects involved in the Site, being expressly authorized to do so at the time of data collection by the Registered User, who will have read and accepted the conditions described in the Site Privacy Policy.

**Art. 16 –REFERENCE TO LAW AND JURISDICTION**

For anything not provided for in this Agreement, the Parties refer to the articles of the Italian Civil Code and to the specific legislation in force on the subject. This Agreement and the use of the Services offered by the Portal and by the Company will be governed exclusively by Italian law. Should any dispute arise regarding the interpretation and execution of this contract, the competent court will be the Court of Lucca.