

## **Terms and Conditions of Use**

### **1. Object.**

Access and use of the website [www.stanislaoborghi.com](http://www.stanislaoborghi.com) ("**website**") are governed by the following terms and conditions of use. Access to the website and use of all the services made available on the website presuppose knowledge and acceptance of these terms and conditions of use. In case of non-acceptance of these conditions of use, the use of the website or the services made available must be interrupted. Any natural and legal person who accesses the website for any reason is to be considered a "User".

The website is owned by Stanislao Borghi di Borghi Luigi & C. s.n.c., with registered office in Malnate (VA) in Via Cacciatori delle Alpi n. 11, and operational headquarters in Como in Via Varesina n. 13 ("**owner**").

### **2. Changes to the Terms and Conditions.**

The website owner reserves the right to periodically modify or update, in whole or in part, these terms and conditions of use. The User is therefore required to regularly consult the terms and conditions of use of the website in order to check for any changes and/or updates.

### **3. Intellectual Property.**

The contents present on the website, such as, but not limited to, the name and trademarks Stanislao Borghi, figurative or not, trade or company names, domain names and URLs, logos, text, graphics, images, the illustrations, icons, software and any other material, in any format, published on the website ("**material**") are protected by copyright and by any other intellectual property right of the owner. The User is only authorized to view the site and its contents using the related services available. The User is in no way authorized to make any reproduction of the material, therefore, any act of reproduction, in any medium, will constitute a violation of the legislation on intellectual property.

### **4. Use of the Site and User Responsibility.**

The website can only be used by people who have reached the age of majority and for uses permitted by law. The User is personally responsible for the use of the website and its contents and/or services. The owner of the website may in no way be held responsible for any use that does not comply with the website and its contents and/or services pertaining to the laws in force. The User will be solely responsible for the communication of incorrect or false information and data relating to third parties, as well as for the custody and correct use of his personal information, including the credentials that allow access to the contents and/or to the services of the Site.

### **5. User's personal account.**

In order to be able to use the services made available on the website, the User will have the possibility to create a personal account through the registration procedure on the website, providing his/her complete personal data, a telephone number, an email address and a strictly personal password. Any information and data provided must be accurate, truthful and up-to-date.

The access credentials to the personal account must be kept secret by the User, who will be held solely responsible for any activity carried out through the use of their password and/or account. The User undertakes to

promptly notify the owner of any unauthorized use of his password. The owner cannot be held responsible in any way, directly or indirectly, in any form or on the basis of any liability regime, for injuries or damages of any kind resulting from, or related to, the User's failure to comply with these obligations.

The owner reserves the right to remove the User's personal account without the latter having anything to claim against the owner, in case of unauthorized, abusive, fraudulent or illegal use of the personal account or use not in compliance with these conditions of use.

The User can cancel his personal account at any time by sending an email to [info@stanislaoborghi.com](mailto:info@stanislaoborghi.com). The User will receive a communication confirming the receipt of the request and subsequent cancellation of the personal account. The User is however held responsible for all activities carried out with the personal account up to the time of actual deactivation.

## **6. Privacy Policy and Cookie Policy.**

The User will be asked to provide some personal data during registration which will be processed in accordance with the provisions of the legislation on the protection of personal data, as specified in the appropriate section containing the information pursuant to art. 13 EU Regulation 2016/679 (Privacy Policy). The consent to the processing of Personal Data for purposes related to the services provided on the website, is a necessary requirement for the registration and use of the services made available on the website.

Before uploading or providing any personal data on the website and, for more information regarding the processing of Personal Data, access the privacy policy published on the dedicated page of the website and read it carefully ([https://stanislaoborghi.com/pdf/privacy\\_en.pdf](https://stanislaoborghi.com/pdf/privacy_en.pdf)). The privacy policy published on the website regulates the use and processing of personal data collected or provided by the User through the website.

The website uses cookies to monitor browsing preferences. If the User has authorized the use of cookies, please consult the Cookie Policy published on the dedicated page of the website and read it carefully ([https://stanislaoborghi.com/pdf/cookies\\_en.pdf](https://stanislaoborghi.com/pdf/cookies_en.pdf)) to check the type of personal data we are authorized to process.

## **7. Disclaimer of Liability.**

This website, the material contained therein and the services made available to the User are provided free of charge and, while making every reasonable effort to ensure that the website is safe and always accessible (except during the necessary maintenance), the owner does not assume, as required by law, any guarantee associated with this website, the material contained therein and the services made available to the User: by way of example, there is no guarantee that the website will always be accessible, without interruption or errors in operation or that it is free from harmful programs (such as viruses, malware or similar).

The owner, as indicated above, diligently carries out the care and maintenance of the website and the material contained therein, and undertakes to ensure that the information published on the website is accurate and updated. However, the owner assumes no responsibility for the correctness and completeness of the data and information or that such information does not contain errors or omissions or for the publication of images and/or content that are improper and/or inappropriate and/or protected by rights, intellectual property of others and cannot be held responsible for any damage suffered by the User. The owner does not guarantee the accuracy, reliability, completeness or timeliness of the information published on the website.

The owner reserves the right to modify and/or periodically update and/or correct the website, data, information or material contained therein and this can happen at any time and may also lead to the website being stopped. The owner of the site will not be in any way responsible for the disservices that could derive from the maintenance or shutdown of the site.

The User acknowledges that the owner cannot be held responsible for any damage of any nature, whether contractual or extra-contractual, deriving from the activation or use of the services made available on the website and/or from the interruption of the operation of the itself, due to any cause, including breakdowns of telephone lines, electricity, and overloads or interruptions in computer networks.

In the event that the User is not satisfied with the website or its contents, the User will have the sole remedy of terminating the use of the website or its contents. This limitation is an integral part of the contract between the parties.

#### **8. Indemnity clause.**

The User declares and guarantees to indemnify and hold harmless, to the extent permitted by applicable law, the owner of the website, its representatives and its employees from any obligation that may arise against them in relation to the use of the website and its contents by the User himself or the violation of these conditions of use.

#### **9. Links with other sites.**

The website may contain links to other sites. The owner is in no way responsible for the contents of these sites: the owner, therefore, makes no guarantees regarding the content and accuracy of the material on the aforementioned sites. If the User decides to access sites that have a link with [www.stanislaborghi.com](http://www.stanislaborghi.com), such access will take place under his sole responsibility. It is in no way permitted to frame this website or the material contained therein or to link the website, any page of the website and/or the material contained therein.

#### **10. Applicable law and competent court.**

These conditions of use and the relationship between the owner of the website and the User are governed by Italian law. Any disputes arising from these conditions of use will be devolved to the exclusive jurisdiction of the Court of the place where Stanislao Borghi di Borghi Luigi & C. s.n.c. has its registered office.

#### **11. Communications and Contacts.**

In case of questions relating to these conditions of use, the website or the services made available, the User can contact the owner by sending an email to [info@stanislaborghi.com](mailto:info@stanislaborghi.com).