

# Terms and Conditions of Service - Re di Denati srl

Effective as of 2019-10-01

Welcome to Re di Denati srl! Thank you for choosing to use our services.

Please read this Agreement carefully. It includes important information about your rights and covers areas warranty disclaimers, limitations of liability, resolution of disputes and a waiver of class action.

## 1. LEGAL AGREEMENT -

These Terms and Conditions of Service ("Terms") cover your use of and access to our site <https://assodicoppe.app4shop.cloud> as well as your subscription to and any Order of our services, products, applications, tools, offline components and features, including eCommerce solutions (individually the "Service" or collectively, the "Services") provided by our company SAS Re di Denati srl, together with its affiliates, officers, directors, employees, agents and subsidiaries (hereinafter "Re di Denati srl", "we", "our" or "us"). Our Privacy Policy, available at <https://assodicoppe.app4shop.cloud/> explains what personal information we collect and how it is used and shared. The Terms and the Privacy Policy all set forth the entire terms and conditions applicable to each visitor or user ("User" our "you") of our website and Services, applications and features offered by us with respect thereto, except where we explicitly state otherwise.

By using or accessing the Services, you are agreeing to these Terms and our Privacy Policy (collectively, this "Agreement"). If you're using our Services for an organization or on behalf of a business entity, you're agreeing to this Agreement on behalf of that organization, and represent and warrant that you can do so. If you do not agree to or approve all the terms in this Agreement, you may not use or access the Services.

## 2. DEFINITIONS -

The following terms shall have the following meaning:

**"Application"**: mobile or desktop application created by the User through Re di Denati srl and made available to the public for download from a third-party platform or accessible from a web browser

**"Author"**: any person drafting or publishing on the Internet, more specifically on the Application.

**"Blog"**: Internet Web site enabling the publishing of content and the drafting of commentaries by the readers with an Internet diffusion.

**"Access codes"**: username and password used by the User together or separately to identify oneself and access the Services. The access codes are part of the User Account.

**"End User"**: Any person or entity who actually uses our Service(s).

**"Order"**: online subscription of our Service(s).

**"User Content"**: any content uploaded by you, including any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, literary works and any other materials.

**"Guest"**: any person being invited by a User of the Service to provide or drop comments or publish as an Author, under the Client's responsibility.

**"User"**: any person or entity having an account allowing access to our Services.

**"Customer"**: any person or entity having an account allowing access to our Services and paying a subscription to access our Services.

## 3. PURPOSE AND SCOPE -

Re di Denati srl provides an online service composed of tools enabling the User to create its own Application(s) whether from an existing blog, website or from scratch and publish it through any relevant online store or making it accessible from a web browser. The Application allows for content publishing and in some cases eCommerce transactions to take place. The use of the Service is submitted to the present Terms which equally apply to any Users, End Users, Authors and/or Guests.

Re di Denati srl may modify or update these general terms and conditions. The Client, the User must regularly check the page "Terms of Services" where the latest applicable version is published.

Re di Denati srl does not warrant the lifespan or the optimization of the Service for a said Internet browser nor for an operating system. Re di Denati srl doesn't warrant the compatibility between an Application when such operating system and/or browser is upgraded.

The use of the Service requires the Client/User/End User/Author/Guest to subscribe to an internet connection with proper hardware whose costs are independent from the Re di Denati srl Service. Besides, in order to build an Application with Re di Denati srl, the Client may have to open at his own expense an account in an online Application store and subscribe to the developer account.

As part of the use of the Service, Re di Denati srl may send the User a certain amount of information (newsletters, administrative mail, etc.). This information is part of the subscription to the Service, a User cannot refuse it.

## **4. SUBSCRIPTION TO OUR SERVICE – REGISTRATION AND ACCOUNT -**

### **4.1**

In order to access and use certain sections and features of our Services, you must first register and create an account with us (hereinafter a "Re di Denati srl Account", "Account ID", "User Account" or simply "Account").

### **4.2**

If anyone other than yourself, a Guest, accesses your User Account and/or related settings, you understand that they may perform any actions available to you, make changes to your Application and User Account, and all such activities will be deemed to have occurred on your behalf and in your name. Consequently, we strongly encourage you to keep your Access Codes confidential, and allow such access only to trusted people.

### **4.3**

You must provide complete, accurate and updated information for your Account when registering your User Account and using our Services. We may need to use this information to contact you. We strongly encourage you to provide your own (or your company's) contact and billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the User Account and/or Content submitted to us. Each Guest shall likewise fill in such identification form to be able to act on the Application.

### **4.4**

You must immediately notify us of any actual or suspected loss, theft or unauthorized use of your Account or Access Codes. You're solely responsible for any activity on your Account. Re di Denati srl shall not be liable for any acts or omissions by you in connection with your Account. You agree you will not sell, transfer, license or assign your account, username, or any account rights to anyone. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, you agree not to create an account for anyone other than yourself.

### **4.5**

We reserve the right to determine ownership to a User Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to terminate the Service to you, without liability to you or to any other party.

### **4.6**

You affirm that you are either over 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent (i) to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and (ii) to comply with them. In any event, you affirm that you are at least 16 years old, as the Service is not intended for or directed to anyone under 16. If you are under 16 years old, then you are prohibited from using this Service.

## **5. USER CONTENT AND RELATED USER'S OBLIGATIONS -**

You represent and warrant to us that:

### **5.1**

You own all rights in and to any content uploaded by you, including any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, literary works and any other materials ("Content"), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such User Content.

### **5.2**

The User Content is true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to possess, post, transmit or display in the country in which you or your Application visitors and users ("End Users") reside.

### **5.3**

You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

### **5.4**

You may not post or upload via our Service any defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, or which otherwise violates the rights of any third party Service.

### **5.5**

You may not use the Service for any illegal or unauthorized purpose or more generally in a manner that would affect or disrupt Re di Denati srl's reputation or business, in the sole judgment of the Re di Denati srl evaluation team.

### **5.6**

You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content, including but not limited to, copyright and trademark laws.

**5.7**

You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

**5.8**

You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

**5.9**

You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms.

**5.10**

You agree not to disparage the reputation of Re di Denati srl.

You further agree:

**5.11**

To receive from time to time promotional messages and materials from us or our partners, by mail, e-mail or any other contact form you may provide us with. If you wish not to receive such promotional materials or notices – please just notify us at any time;

**5.12**

To allow us to use in perpetuity, worldwide and free of charge, any version of your Application (or any part thereof) for any of our marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against us or anyone on our behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your Application with respect to such limited permitted uses;

**5.13**

Not to copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble our Service, or any part thereof;

**5.14**

Not to purchase search engine or other pay per click keywords or domain names that use Re di Denati srl or Re di Denati srl Trademarks and/or variations and misspellings thereof;

**5.15**

Not to probe, scan, or test the vulnerability of our Services or any network connected to our Services;

**5.16**

Not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Re di Denati srl Services or systems or networks connected to the Re di Denati srl Services, or otherwise interfere with or disrupt the operation of any of the Re di Denati srl Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;

**5.17**

Not to exceed Fair Use: all applications created with one subscription may not exceed more than a combined total of 150,000 requests per day to the Re di Denati srl APIs;

**5.18**

Not to remove or alter any copyright notices, restrictions and signs indicating proprietary rights of any of our licensors;

**5.19**

Not to use, copy -in whole or in part- any copyrighted materials and/or content provided by Re di Denati srl;

**5.20**

Not to reverse engineer or propose a service similar to Re di Denati srl, based on the Re di Denati srl technology such as offering a Do-it-yourself app building platform and/or service.

**You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you by Re di Denati srl– with or without further notice to you, and without any refund of amounts paid on account of any such Services.**

**Re di Denati srl cannot be held responsible for the deletion, the correction, the destruction, the damage, the loss or the inappropriate hosting of any Content. Re di Denati srl may withhold, remove and/or get rid of Content, without notice.**

**Supplemental rules governing Users' eCommerce services through the Re di Denati srl solutions**

## **(Apps and websites) – From Section 5.21 – 5.29**

### **5.21**

**ECommerce Responsibility.** The Re di Denati srl Services may include features that enable Users to provide or sell goods, products and/or services (or a combination thereof) to, or otherwise collect payments from, End Users (hereinafter “eCommerce” solutions). Re di Denati srl has indeed developed specific state of the art tools to help its Users build and conduct eCommerce activities using some of the Re di Denati srl products, including but not limited to selling products and collecting sales proceeds through integrated third-party solutions including Stripe and Paypal; it being understood and agreed that the use of any such third-party to process payments for eCommerce activities shall establish a contractual relationship between the Users and said third-party payment processing services, and User hereby represents and warrants to abide by all applicable terms and conditions governing said relationship. **Re di Denati srl is also hereby reminding its Users that any eCommerce activities conducted through the Re di Denati srl solutions are and will remain the sole exclusive responsibility of the Users and that in no event whatsoever, shall Re di Denati srl be liable or responsible for any such eCommerce operations. Moreover, Users shall at all time ensure strict compliance with any applicable laws or regulations. Users will among other things be complying with any consumer, eCommerce and related laws.**

### **5.22**

**Rules regarding Taxes in connection with eCommerce.** Re di Denati srl does do not provide any tax or legal advice to its Users or End Users, and no information provided by Re di Denati srl should be interpreted as such. Users shall be solely responsible for: (a) Taxes and fees associated with their eCommerce, including without limitation any Taxes related to the purchase or sale of products or services in connection with eCommerce; (b) collecting, reporting and remitting required Taxes to relevant government or tax authorities; (c) informing their End Users of required or mandatory Taxes, and providing them with due invoices as required by applicable laws; and more generally (d) implement, respect and enforce any necessary rules dictated by applicable regulation or law. Re di Denati srl also disclaim any responsibility regarding any tax estimates, reporting or related materials or information that Re di Denati srl may provide via its solutions and services; it being understood that said information shall be regarded as for “illustration purposes only”; therefore, as the case may be, no User shall solely rely on them to comply with their tax obligations.

### **5.23**

**Fulfillment of Ecommerce-related Orders.** Users shall remain solely responsible for fulfilling and delivering their products and services to their End Users and Re di Denati srl shall have no responsibility or liability whatsoever regarding same.

### **5.24**

**Claims.** Users shall be solely responsible for any claims or warranties made in connection with their eCommerce operations and any claims made by End Users against them.

### **5.25**

**Customer Service.** Users shall be solely responsible for handling any eCommerce-related customer service or End Users complaints related to their eCommerce, including without limitation any issues related to payments, promotions and refunds or credit card chargebacks. Ecommerce Users agree to provide complete and accurate contact/identity information on their App or sites in order to facilitate the direct provision of comments or, as the case may be, complaints by their End Users.

### **5.26**

**Users Terms of Sale and Users Privacy Policy.** Users agree to publish and make clearly available on their Apps and sites a clear and compliant privacy policy, terms of sales and any other terms or policies that may be required by applicable law. Users further warrant that their eCommerce App or site will at all times comply with all applicable laws and regulations and will guarantee the due indemnification of Re di Denati srl.

### **5.27**

**Legitimate Restrictions.** Users shall not offer or sell any products or services which, in Re di Denati srl sole reasonable discretion,: (a) can be considered hazardous, counterfeit, stolen, fraudulent, illegal, abusive or adverse to Re di Denati srl’s best interests or reputation; (b) are generally prohibited for sale, distribution or use in the applicable territory; or (c) otherwise fail to comply with any applicable laws or regulations, including without limitation with respect to intellectual property, trade secrets, privacy or publicity rights, consumer protection, product safety or trade regulations or export controls, regulations or sanctions. This provision shall not be regarded as creating a monitoring or supervision obligation on the part of Re di Denati

srl.

## 5.28

**eCommerce Apps Suspensions, Restrictions or Cancellations.** To supplement other similar provisions provided in these terms, Re di Denati srl hereby reasserts its right and option, at its sole discretion, and without any specific notice due to its Users, to suspend, restrict or fully disable access to/cancel or remove a User account, App, site or more generally eCommerce service(s), without any liability to its related Users or to any End Users, including without limitation for any loss of profits, revenue, data, goodwill or other similar tangible or intangible losses (except where prohibited by applicable law).

## 5.29

**Third-Party Payment Processors, including Stripe and Paypal.** In order to accept payments from End Users, Users may choose to integrate third party payment processors ("eCommerce Payment Processors") into the Re di Denati srl solutions. The relationship of said Users and End Users with such eCommerce Payment Processors shall therefore be governed by those certain eCommerce Payment Processors' terms and policies, which are hereby incorporated by reference. eCommerce Payment Processors are and will remain a third party service. While Re di Denati srl may try to provide reasonable advance notice, Users hereby agree that Re di Denati srl may, at all and any time and in its sole discretion, and without any specific notice to Users, suspend, restrict or disable/cancel access to or remove from the Re di Denati srl services, any eCommerce Payment Processors, without any liability to Users or to any End Users, including without limitation for any loss of profits, revenue, data, goodwill or other tangible or intangible losses (except where prohibited by applicable law).

## 6. RE DI DENATI SRL BEST PRACTICES AND MOBILE APPLICATION MANDATORY GUIDELINES -

We do our best to make Re di Denati srl a great place to create beautiful and useful apps. We need your help to keep Re di Denati srl being a reputable and trusted service that provides value to all end users, partners and app stores. We therefore request that the following guidelines and covenants be respected at all times:

You shall not create unauthorized commercial app (such as spam) with Re di Denati srl;

You shall not create any app with content that may defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not use content using confidential information;

You shall not create any app with Re di Denati srl to display violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos, videos or other content;

You shall not create an app containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions;

You shall not use Re di Denati srl to do anything unlawful, misleading, malicious, or discriminatory and you shall not use our service for any illegal or unauthorized purpose;

You agree to comply with all laws, rules and regulations (federal, state, local and provincial or applicable regulations);

You shall create an app that is useful and distinctive for the end user and you shall therefore refrain from building an app that is simply a mere copy of someone else's work;

You will not use Re di Denati srl to flood mobile stores or the web with low quality apps, clones of a poor concept that do not bring any value to an audience.

## 7. INTELLECTUAL PROPERTY -

### 7.1

**USER's intellectual property:** User shall own all intellectual property pertaining to its Content, including but not limited to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, literary works and any other materials created by you. You hereby grant Re di Denati srl a royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use your User Content (in whole or in part) worldwide in order to provide you with the Services, and as further specified in these Terms.

## 7.2

RE DI DENATI SRL's Intellectual Property: All rights, title and interest in and to the Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work including Users feedback reviews and comments, source and object code, computer code, applications, audio, music, video and other media, designs, animations, interfaces, the trade dress of our Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, "Intellectual Property"), and any derivations thereof, are owned by and/or licensed to Re di Denati srl. Subject to your full compliance with these Terms and timely payment of all applicable Fees for our Services, we hereby grant you, upon creating your User Account and for as long as we wish to provide you with the Services, a non-exclusive, non-transferable, fully revocable, limited license to use our Services and related Intellectual Property, for the purpose of generating and displaying your User Application to end users, solely as expressly permitted under these Terms, and solely within the scope of our Services.

For the avoidance of doubts, these Terms do not convey any right or interest in or to Re di Denati srl's Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in these Terms constitutes an assignment or waiver of our Intellectual Property rights under any law or jurisdiction.

## 8. PRIVACY POLICY -

Re di Denati srl value and protect your Privacy. Certain parts of our Services require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using our Services, we may collect, access and use certain data pertaining to Users and as the case may be End Users, including the activities or navigation undertaken by Users and End Users through our Services and/or User Application.

Our [Privacy Policy](#) explains how we collect, use and share your personal information for our own purposes. Be sure to read it carefully.

### 8.1.Data Processing Addendum

When using the Services, you are operating as a "data controller" (as that term is defined in the GDPR). It is really important that you comply with data protection laws when using the Services, such as when you collect others' personal information or use cookies or similar technologies (including those we drop for you at your request, such as for web analytics). Our Data Processing Addendum explains how we handle, on your instructions, others' personal information you collect using the Services or any of your End-User content which contains others' personal information. Our [Data Processing Addendum](#) forms part of this Agreement. Be sure to read that carefully also.

### 8.2.Data Protection, Security and Privacy Laws.

You agree and warrant that you are solely responsible when using your Application or the Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation), including any notice and consent requirements. This includes without limitation the collection and processing by you of any personal data, when you use your Application and the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies on your Application (including, in particular, those which we place for you at your request as part of the Services, such as to undertake analytics for you).

### 8.3.Privacy Policy and End-Users.

If applicable law requires, you must provide and make available to your End Users on your Application a legally compliant privacy policy.

### 8.4. Cookies and Similar Technologies.

If applicable law requires, you must provide and make available to your End Users on Your Applications a legally compliant cookie policy. You must capture valid consent, both for you and us, for any cookies or similar technologies used on or through your Application (including those we drop on your request or with your permission) where required, including, where applicable, by the EU e-Privacy Directive/Regulation and under national laws implementing the same. Please see our [Cookie Policy](#) for more information about use of cookies and similar technologies.

### **8.5. Protect and Improve the Services.**

You agree that we may protect and improve our Services through analysis of your use of the Services, your End Users' use of your Application and/or analysis of your and your End Users' personal information in anonymized, pseudonymized, de-personalized and/or aggregated form. If applicable law requires, you should explain this in your privacy policy. See our Privacy Policy for more information about how and what we do in this regard.

We encourage you to read our Privacy Policy, available here <https://assodicoppe.app4shop.cloud/>, and each such Third Party Services' relevant policies on a regular basis, for a description of such data collection and use practices.

### **9. FORCE MAJEURE -**

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to an Event of Force Majeure.

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of good utility practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof. In particular and without any limitation, Re di Denati srl cannot be held liable if the performance of our obligation is obstructed, limited or impeded due to fire, explosion, network communication breakdown, collapse of hosting facilities, epidemic, earthquake, flood, electricity shortage, war, embargo, statute, order, demand from any government, strike, boycott, loss of telephone operator's or hosting provider's licence or any other circumstance without reasonable Re di Denati srl's control

### **10. FEES AND PAYMENT TERMS -**

**After your Free Trial, you can access the Re di Denati srl Services by submitting a fee payment ("Paid Services", "Subscriptions Fees" or "Fee(s)").**

#### **10.1**

**Applicable Subscription Fees and Taxes.** Re di Denati srl applicable Subscription Fees for our Services are available online at: <https://assodicoppe.app4shop.cloud>. Note that all our Fees are exclusive of applicable federal, state, local or other taxes. You are responsible for all said applicable taxes, and we will charge them in addition to our Fees for the Services when required to do so.

#### **10.2**

**First Fee due and Payment.** The first Fee due and payment takes place on the first day after the 30-day free trial period.

#### **10.3**

**Payment method.** The User may pay by credit card or PayPal.

#### **10.4**

**Automatic Subscription Renewals.** To ensure uninterrupted service, Re di Denati srl may automatically bill you for certain Paid Services from the date you submit your initial payment and on each renewal period thereafter until cancellation. Your renewal period may then be equal in time to the renewal period of your current subscription. We will charge you the applicable amount using the payment method you have on file with us. Re di Denati srl may disable auto-renewal at any time

#### **10.5**

**Change in Subscription Fees.** We may change our Fees at any time. When applicable, we will give you advance notice of these Fee changes via the Services. New Fees will not apply retroactively. If you do not agree with the Fee changes, you have the right to reject the change by cancelling the applicable Paid Service before your next payment date.

#### **10.6**

**Refunds.** While you may cancel any Paid Services at any time, you will not be issued a refund except in our

sole discretion, or if legally required.

#### 10.7

**Service Start.** The Service subscribed by the User starts as soon as the first payment is received. Unless Re di Denati srl specifies differently, the payment is made on a monthly, or annually period (depending on the choice made by the User) and no refund will be made.

#### 10.8

**Banking Details update.** To avoid any disruption of our Service, the User shall maintain its credit card and Paypal details updated. A menu is dedicated to it in the managing interface of the User Account.

#### 10.9

**Late Payment.** For any late payment, Re di Denati srl may charge interests until the day of full payment, based on 3 times the ongoing legal rate.

#### 10.10

**Payment Processor:** We use a third party payment processor to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of said payment processor, in addition to this Agreement. We do not control and are not liable for the security or performance of the payment processor. You agree to pay us, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our payment processor to correct, any errors or mistakes, even if payment has already been requested or received.

#### 10.11

**Billing contact:** Any question about billing or the nature of the Service must be made in writing at the following address: biancomat750501@gmail.com.

### 11. TERM OF THE SUBSCRIPTION -

Our Service is made available to you on an annual or month-to-month basis with automatic renewal, at your option at the time of subscription. Re di Denati srl may or may not warn User by E-mail before the end of said subscription of our Service.

### 12. COMPLIANCE WITH LAWS -

You represent and warrant that your use of Re di Denati srl will comply with all applicable laws and regulations. You're responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws, or other laws. If you're subject to regulations (like HIPAA) and you use our Service, then we won't be liable if our Service doesn't meet those requirements. You may not use our Service for any unlawful or discriminatory activities.

If you're located in the European Economic Area (EEA) or if you have at least one End-User in the EEA, you represent and warrant that in using the Service and collecting information as a result of using the Service, you:

#### 12.1

Will clearly describe in writing how you plan to use any data collected. You'll get express consent to transfer data to Re di Denati srl and be processed, and you'll otherwise comply with whatever privacy policy you have posted.

#### 12.2

Have complied, and will comply, with all regulations, as well as data protection, electronic communication, and privacy laws that apply to the countries where you're Application is used.

#### 12.3

Have collected, stored, used, and transferred all data relating to any individual in compliance with all data protection laws and regulations. You have the necessary permission to allow Re di Denati srl to receive and process data and send communications to that individual on your behalf.

#### 12.4

Agree to indemnify and hold us harmless from any losses, including attorney fees, that result from your breach of any part of these warranties.



## 12.5

Have signed our [Data Processing Agreement](#).

## 13. TERMINATION, LIMITATION AND SERVICE SUSPENSION -

You may discontinue to use and request to cancel your User Account and/or any Re di Denati srl Services at any time, in accordance with the instructions available on our Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period, end of the month for month to month contracts or end of the year term for annual contracts. With respect to automatically-renewed subscriptions to Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period.

Failure to comply with any of our Terms and/or to pay any due Fee shall entitle Re di Denati srl to immediately suspend (until full payment is made) or immediately cancel your User Account and User Application (or certain features thereof), as well as the provision of any related Services (e.g., Paid Services) to you.

Re di Denati srl reserves the right to refuse, limit or terminate access to the service to anyone should Re di Denati srl, in its sole discretion, consider that said client or user violates any provision of these Terms and Conditions or more specifically any of the above covenants.

Additionally, Re di Denati srl may, but has no obligation to, remove, edit, block, and/or monitor content, or accounts containing content that Re di Denati srl determines in its sole discretion violates these Terms and Conditions.

Supplemental terms specific to the suspension, restrictions or cancelation of eCommerce solutions provided by Re di Denati srl are herein provided in Section 5.28.

**Without limiting our liability limitation provisions below, you waive any claims you may have against Re di Denati srl or Re di Denati srl affiliates in the event we deny you use of the Re di Denati srl service where, among other things, you have breached any provision of these terms and conditions of service or otherwise failed to fulfill any of your obligations to Re di Denati srl.**

## 14. DISCLAIMER OF WARRANTIES -

RE DI DENATI SRL PROVIDES THE SERVICES ON AN "AS IS" BASIS WITH ALL FAULTS AND "AS AVAILABLE" BASIS. YOU THEREFORE AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, RE DI DENATI SRL, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT OR OTHER WARRANTY – ALL TO THE FULLEST EXTENT PERMITTED BY LAW; THIS DISCLAIMER OF WARRANTIES SHALL INCLUDE AND COVER, BUT SHALL NOT BE LIMITED TO, ANY REJECTION, FOR ANY REASON WHATSOEVER, OF THE MOBILE APPLICATIONS BY ANY ONLINE MOBILE APPLICATION STORE, MARKETPLACE OR THE LIKE. RE DI DENATI SRL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THIS SERVICE OR THE CONTENT OF ANY SITES OR SERVICES LINKED TO THIS SERVICE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA OUR SERVICE. RE DI DENATI SRL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY YOU OR A

THIRD PARTY THROUGH OUR SERVICE OR ANY HYPERLINKED SERVICES OR SERVICES FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND RE DI DENATI SRL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Under certain circumstances, some jurisdictions may not permit the scope of the above disclaimers. Nevertheless, those disclaimers shall apply to the maximum extent permitted by applicable law. You may have other statutory rights and nothing in this Agreement affects your statutory rights or rights under mandatory laws. The duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by applicable law.

**Additional Disclaimers regarding eCommerce activities conducted via Re di Denati srl solutions and service.**

Re di Denati srl has not reviewed, and will not be able to review, all of the goods, items or services offered or sold through sites or mobile applications stores using the Re di Denati srl service. We will therefore have limited or no control over those stores and shall not be responsible for their contents. Re di Denati srl will not be responsible for any use or effects from the sale or purchase of said items or services through a site or mobile application using the Re di Denati srl Service. Among other things, we absolutely disclaim the following:

- Re di Denati srl does not endorse any items for sale or represent that their description, marketing or labeling is accurate, useful, non-harmful or risk free.
- If you sell items through a site or store using the Re di Denati srl Service, you are solely and entirely responsible for those items, and for any harm resulting from those items or your conduct.
- Re di Denati srl disclaims any and all responsibility for any harm, damages or injury resulting from anyone's use or purchase of any items through the Re di Denati srl Service.
- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between buyers and sellers.
- We are not involved in transactions that take place on stores or sites using the Re di Denati srl Service, including any subscriptions, store operations, sales, refunds, or returns. We disclaim any responsibility for the quality, timing, pricing, or legality of what may or may not be included in exchange for payment, or any goods or services purchased.
- We do not represent that items for sale are the intellectual or rightful property of the seller. We disclaim responsibility for any technical or legal inaccuracies, typographical mistakes, or other errors describing items listed on sites or stores using the Re di Denati srl Service; or violations or infringements of the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.

**All of our Users also hereby represent and warrant to Re di Denati srl that they will at all times specifically reference the above disclaimers in their terms and conditions of Sale and more generally indemnify Re di Denati srl from any liability whatsoever regarding their eCommerce operations**

**15. LIMITATION OF LIABILITY -**

IN NO EVENT SHALL RE DI DENATI SRL, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF INCOME OR PROFITS, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY

CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RE DI DENATI SRL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT RE DI DENATI SRL SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Re di Denati srl from its facilities in France. Re di Denati srl makes no representations that the Service is appropriate for any mobile application store or marketplace, or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **16. LIMITATION ON DAMAGES -**

To the maximum extent permitted by law, User agrees to limit Re di Denati srl's liability for the User's damages to the sum of \$1000.00 or the amount that the User has paid to Re di Denati srl during the last 12-month period, whichever is lower. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

#### **17. INDEMNIFICATION -**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Re di Denati srl, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right; or (iv) any claim that your Content caused damage to a third party; or (v) any rejection of your mobile application from any mobile application store or marketplace, for any reason whatsoever. This defense and indemnification obligation will survive these Terms and your use of the Service.

#### **18. TIME LIMITATION ON CLAIMS -**

YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH RE DI DENATI SRL MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.

#### **19. MISCELLANEOUS -**

##### **19.1**

**Governing Law & Venue.** You agree that the Service shall be deemed solely based in France. This Agreement shall be governed by the internal substantive laws of France, without respect to its conflict of laws principles. Any claim or dispute between you and Re di Denati srl that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in the city of Ajaccio, France. THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. This provision will survive the termination of any or all of your transactions with Re di Denati srl.

Users agree to pay all costs and expenses, including but not limited to, attorney fees and court costs incurred by Re di Denati srl for the collection and/or enforcement of any obligation under these terms and conditions, whether or not a lawsuit, mediation or arbitration is commenced.

##### **19.2**

**Informal Amicable Resolution.** Before filing a claim against us, you agree to try solve the dispute amicably by first emailing [biancomat750501@gmail.com](mailto:biancomat750501@gmail.com) with a description of your claim. Re di Denati srl will try to resolve the dispute informally via email, phone or other methods. If we cannot resolve the dispute within sixty (60) days of our receipt of your first email, you or Re di Denati srl may then bring a formal proceeding.

##### **19.3**

**NO CLASS ACTIONS.** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations aren't allowed.

##### **19.4**

**Entire Agreement.** If you are using the Service on behalf of a legal entity, you represent that you are

authorized to enter into an agreement on behalf of that legal entity. These Terms, together with the Privacy Policy and any other legal notices published by us on the Service, constitute the entire Agreement between you and Re di Denati srl and govern your use of the Service, superseding any prior agreements.

#### **19.5**

**Notices.** We may provide you with notices in any of the following methods: (1) via the Services, including by a banner or pop-up within our Website, User Account or elsewhere; (2) by e-mail, sent to the e-mail address you provided us; and/or (3) through any other means, including any phone number or physical address you provided us. Our's notice to you will be deemed received and effective within twenty-four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice. All Legal notices to Re di Denati srl shall be sent to: Re di Denati srl, Via Romeo Gallenga 50/D 06127 Perugia (PG) Italy. (for updated contact go to: <https://assocoppe.app4shop.cloud>); For any other notice you may send us an email at [biancomat750501@gmail.com](mailto:biancomat750501@gmail.com)

#### **19.6**

**Assignment.** You will not assign the Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Re di Denati srl. Any purported assignment or delegation by you without the appropriate prior written consent of Re di Denati srl will be null and void. Re di Denati srl may assign these Terms or any rights hereunder without your consent.

#### **19.7**

**Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms remain in full force and effect.

#### **19.8**

**Amendment.** Re di Denati srl reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

#### **19.9**

**No waiver.** Re di Denati srl's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

#### **19.10**

**No Third-Party Beneficiary Rights.** Neither the course of conduct between the parties nor trade practice will act to modify these Terms. These Terms do not confer any third-party beneficiary rights.