

## **General conditions**

The Internet portal Thank You Italia (hereafter called the Site) is the property of Thank You Italia S.r.l. Registered at via Della Pace 40 Sarzana 19038 - P. IVA 01273330116 (hereafter called the Company). Access to the Site and information relative to all its services entails the compliance and acceptance of the general conditions of use (hereafter 'Conditions'). Please read these carefully if you wish to access and use the information included in the site.

## **User status**

The use of any service on the Site determines your status as User. In general the User does not need to register to access services. However, for the use of some services, registration may be required. This registration will be in the manner specifically requested by the service. In general the services offered on the site are free; however the use of some of these can be, or may be in the future, subject to charges.

## **Allowed and forbidden uses**

Commercial exploitation of any of the services by access, use or transfer of information contained on the Site, either direct or indirect, is forbidden. The violation of this rule will be involve prosecution. The User recognises and accepts that the use of the content and / or the services offered by the Site are at his own risk and are his responsibility. The User undertakes to use the Site and all its contents according to the law and these Conditions. He undertakes to use the services and / or contents of the Site in an appropriate manner and not use them for illicit or criminal purposes, or to violate third party rights or intellectual property. In particular the User undertakes not to transmit, introduce, distribute or make available to third parties any material or information (data, messages, images, audio or pictures, photos, software etc.) which are against the law, morals, public order and the Conditions of use. The use of the Site for reasons other than those foreseen by the company is forbidden. Furthermore the company reserves the right not to allow access to services and content of the Site at any time. At the same time the company reserves the right to revoke access to its pages without prior warning to any User who violates the rules of these legal requirements.

## **Intellectual Property**

The company is the legitimate owner of the site, of the pages it includes, the information or elements contained therein, of documents, photos, drawings, graphics, database, software, logos, trademarks, commercial names and any other marks protected by intellectual or industrial property rights. Unless authorised by the company or other titleholders or legally authorised, the User cannot reproduce, transform, modify, decode, distribute, rent, make available or consent access to the public by any means of communication of any of the elements mentioned.

## **Guarantees and responsibilities**

The company does not guarantee the continuity of access or the correct display, the download or the use of elements and information contained in the Site pages which may be prevented, obstructed or interrupted by factors or circumstances beyond its control.

The company is not responsible for information or other content integrated in areas or sites belonging to third parties and accessible from the Site. The company takes no responsibility for the information, content, products or services offered or supplied through the Site by third parties or entities. Neither the company nor third party suppliers of information assume any responsibility for any eventual damages, losses, claims or expenses deriving from: (I) interferences, interruptions, errors, omissions, telephone malfunctions, delays, blockages or disconnections of the electronic system caused by deficiency, errors and overloading of telecommunication networks or for any other cause beyond the companies control., (ii) use of any illegal and/or malicious programmes via any type of media, for example a virus or anything of that nature (iii) improper or incorrect use of the companies sites (iv) safe navigation or errors caused by any browser failure or the non use of updated versions.

## **Contracting with third parties through the site**

The User accepts and recognises that any contractual or extra-contractual relationship formalized with advertisers or third parties contacted through the Site, as well as the participation in competitions, promotions, sales of goods or services, will be exclusively and only between the User and the advertiser and/or third party. Consequently, the User accepts that the company has no responsibility for any damages of any nature in connection with negotiations, conversations and/or contractual obligations with the advertisers or physical third parties or corporate entities contacted through the Site

## **Consultation of the advertisements**

The research of the information on the Site and the visualization of the adverts is done via automatic procedures, and the company declines any responsibility with regard to content, accuracy, truth and compliance with the rules contained in the Conditions. The User may however advise of any eventual illegal, deceitful, suspect advertisements, or any that do not respect the rules contained in these Conditions by sending a message to the Site's editorial office contacting us via email using the appropriate form. The advertisements on the Site are published by estate agents and private owners. Their publication does not comport the approval or validation by the company nor does it imply any form of guarantee. The company therefore is not responsible for the truthfulness, correctness, completeness, conformity to data protection and/or any other aspect of these advertisements.

## **Privacy and Personal Data Protection**

The Users' personal data will be handled according to the Privacy Regulations of the company. Having taken note of the informative report according to art. 13 D.Lgs 196/2003, I consent to the handling of my personal data in accordance with the aims there indicated and the communication of the same to the categories and persons listed

## **Security**

The Company had adopted the necessary security measures to guarantee the secrecy and discretion of personal data, as defined by current law.

## **Resolution**

The Company reserves the right to forbid entry to the Site, either permanently or temporarily, at its sole and exclusive discretion. The Users to be excluded will be informed and will not be able to attempt to access the Site under a different name or via other Users. The User will be responsible for any damages the Company or its associates may suffer, directly or indirectly, as a consequence of any violation of the obligations derived from the Conditions relative to the use of the Site. Furthermore, the User will indemnify the Company from any sanctions, claims or subpoena, including public authorities, against the Company, its dependants or agents arising from the violation of third party rights from the User utilizing the Site or services connected with it in any way other than that expected from the Conditions.

## **Various**

### **Modifications**

The Company reserves the right to make changes as it sees fit, including modification, cancellation and addition of new content and/or services as well as their presentation and location within the Site

### **Minors**

Minors need to have obtained the permission of parents, tutors or legal representatives to use the service and these persons will be responsible for all actions undertaken via the Site by minors in their charge. For certain expressly indicated services, access will be limited to those over the age on consent.

### **Duration and Term**

The services and/or content of the Site have an indeterminate duration. In waiver to the above, and in compliance with with clause 9 of the Conditions, the Company has the right to close, suspend or unilaterally interrupt any service as well as the Site at any time and without prior warning.

### **Applicable Law and Jurisdiction**

Except for that set out by law and not to be waived, the Tribunal of Pontremoli will be completely and exclusively in charge of determining the outcome of any dispute regarding the Conditions and the regulation of the same