

F A B R I C A

General terms of use of the website

Welcome to our Website, www.fabrica.it (the "Website"). These General terms of use regulate access to and use of the Website. This Website is managed by Fabrica S.r.l. (hereinafter "Fabrica" or "us"). The words "user", "you" and "your" as used in these General terms of use refer to a user of the Website.

1. Users

By accessing, browsing or using the Website and/or its services, you represent and guarantee that you are at least sixteen (16) years old.

By using the Website, you declare that you have read, understand and agree to be bound by the Website Policies (as defined below). If you do not agree with the Website Policies, please do not access or use the Website. Fabrica reserves the right at any time to make changes to and/or suspend the Website for any reason and without a prior notice, or to close a user account in any case of breach of the Website Policies.

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3. Intellectual property

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Fabrica will vigorously enforce its intellectual property rights, to the maximum extent permitted by law. Therefore, Fabrica will take legal action against any unauthorized use or reproduction of Intellectual Property and of any Content, of the databases used to store the Content and of any other information included therein, in breach of the protection granted by the Italian and international copyright and trademark legislation and/or by any other federal and international laws and regulations, including contract, privacy and advertising laws.

4. Claims of intellectual property infringement

If you believe that the Website has infringed your intellectual property rights in any way, please send a written notice to fabrica@fabrica.it

If we are served a notice stating that the Website contains information, materials or other contents that breach a law, we will determine if the breach actually exists and, in our sole discretion, we will decide whether or not to remove or request such material to be removed from the Website.

5. Links to Third-Party Websites

The Website may include hyperlinks to other websites managed by third parties who are not affiliates: such websites are not related to the Website in any way. Fabrica does not manage, control, monitor, approve or guarantee the accuracy or quality of the contents, services or goods provided through any third-party website. Fabrica is not liable for the contents of these websites or for the policies adopted by the same, including, by way of example and without limitation, the privacy policy. Please read thoroughly the terms and conditions of use, the terms and conditions of sale and the privacy policy of any third-party website that you access from the Website, as these General Terms of Use and the Privacy Policy do not apply to third-party websites. The Website provides links to other websites only for convenience of its users, and Fabrica does not recommend that its users access such third-party websites: all use of any such third-party website is at the sole risk of the User.

6. Disclaimer

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You expressly accept that the use of the Website is at your sole risk. In particular, you acknowledge that neither Fabrica, nor any of its affiliates or their respective managers, officers, employees, affiliates, agents or any other representatives are or will be liable for defamatory, offensive or unlawful actions of other users or of third parties and you take exclusive responsibility for any risk of injuries in relation to the above. Without limiting the above, Fabrica does not represent or guarantee that the Website is secure, that the Website or the server supporting the Website are free of viruses, that the information in the Website is free of errors, accurate, complete, reliable, useful, timely or updated or that the Website will work without interruptions or errors.

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Fabrica shall not be liable for any damage of any nature whatsoever resulting from any use of the Website, action or inaction on your part in relation to the Website or from any information, content, materials, products (including software) or services included or otherwise made available through the Website. This includes, but is not limited to, direct, indirect, incidental, intentional and consequential damage as well as any loss of profit, income, opportunity or data, except where otherwise specified in writing. This disclaimer clause shall apply without limitation to all and any damage and injury caused by failures to perform, errors, omissions, interruptions, deletion, defects, delays in functioning or in transmission, computer viruses, communication line failures, theft, destruction, unauthorized access, alteration or unauthorized use of records, whether this is the result of a breach of contract, unlawful conduct, negligence or any other cause of action (including tort liability).

If you are not satisfied with the Website, the only remedy at your disposal will be to cease using it.

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No provision in the above disclaimer clause may be interpreted as denying or limiting consumer rights granted under national and European laws.

Likewise, the laws of certain Countries do not allow limiting implied warranties or excluding or limiting certain damages. Where such laws apply to the User, all or part of the exclusions or limitations might be unenforceable against the User, and this latter might have certain other rights.

7. Changes and Updates

Fabrica may at any time bring changes to or update the Policies of the Website, or part thereof, in its sole discretion. Any changes or updates made to the Website Policies will be effective from the date of publication in the respective sections of the Website. Please visit the respective Website sections regularly to verify whether any update has been brought to the Website Policies.

Last update: 5 May 2020

8. Website Policies

For any other information of legal nature concerning access to, use of and purchases made through the Website, or the methods of collection and use of personal data by the Website, please read thoroughly the General terms of Sale and the Privacy Policy of the Website [Links] (jointly with these General Terms of Use, collectively, the "Website Policies"), hereby incorporated in these General Terms of Use by reference.

9. Miscellaneous

The Website Policies and their interpretation shall be governed by the Italian laws, without having regard to any conflict of law provisions. Any dispute in connection with this document shall be resolved by the Court that has jurisdiction in accordance with the Italian laws.

Should any condition of any part of the Website Policies be held to be invalid, void or unenforceable, such condition shall be considered as severable and shall not affect the validity and enforceability of any other provision of this document or any term of any other Website Policy.

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