

CONDITIONS OF USE

1. SCOPE AND DEFINITIONS

1.1. These Conditions of Use govern the use of the Website <https://ana-d.it/>.

1.2. The following meanings are attributed to the terms used herein:

User: the person who uses the functionalities of the Website;

Conditions: these Conditions of Use;

Website: the website <https://ana-d.it/>;

Manager: the Company ANA D S.R.L. (VAT IT 0418655264) with registered office in Via Bonisiolo 16/B 31021 Mogliano V.to (TV) Italy, e-mail info@ana-d.it.

2. GENERAL PROVISIONS

2.1. The User, by accessing the Website and using its services, declares to have read, understood and accepted these Conditions, failing which the latter shall cease to use the Website.

2.2. The Manager, in the event of breach of these Conditions by a User, may, without notice, suspend the User's rights of access and/or use of the Website.

2.3. The provisions of these Conditions shall be effective to the fullest extent permitted by applicable law.

2.4. Access to the Website and its use may, in any case, be interrupted whenever the manager deems it necessary for security reasons.

2.5. The Manager cannot guarantee that the Website will operate continuously and without interruptions, malfunctions and/or errors, since such circumstances may depend on factors beyond its control.

3. COPYRIGHT, INTELLECTUAL PROPERTY, TRADEMARKS AND DOMAINS

3.1. All content on the Website, regardless of its format, is protected by international copyright, trademark and intellectual property law and is the exclusive property of ANA D S.R.L., or its licensors, which allows only its consultation, excluding temporary and transient acts of reproduction, to be considered merely incidental to the use of the services of the Website and, therefore, authorised.

3.2. The trademarks and distinctive signs characterising the products offered for sale on the Website are registered by ANA D S.R.L. or, in any case, by its licensors.

3.3. The domain <https://ana-d.it/>, as well as its sub-domains, are owned by ANA D S.R.L., which does not authorise any use, not even indirect, contrary to these Conditions, unless expressly authorised in writing.

3.4. The unauthorised use of the contents of the Website or, in any case, in violation of these Conditions, constitutes the crime of counterfeiting, with all the consequent civil and criminal liability of the offender.

4. USE OF THE WEBSITE

4.1. The access to, browsing and use of the Website, as well as the use of its content and, where permitted, their downloading, if justified by exclusively personal and non-commercial, business and/or professional reasons, are considered conduct which can be freely implemented by users.

4.2. The User uses the Website and its content in total autonomy and, therefore, the Manager does not accept any liability for their use not in accordance with these Conditions or with the law, except for any liability arising from fraud or gross negligence.

4.3. The User is solely liable for the consequences arising from use of the Website and its contents, being, in particular, liable for the proper use and safekeeping of personal information provided, as well as the consequences of any damage or negative consequences that may be incurred by ANA D S.R.L. and/or third parties as a result of their improper use.

5. PROHIBITIONS

5.1. The following conduct is strictly prohibited: (i) dissemination, publication and/or transmission of viruses, Trojans, worms or any other technological material that may cause damage to ANA D S.R.L. and/or third parties; (ii) interaction with the functionalities and performance of the IT support structures of the Website or those which are accessible through the same; (iii) falsification and/or alteration of data; (iv) violation of proprietary rights of ANA D S.R.L. and/or third parties; (v) transmission of unsolicited communications.

5.2. In any case, any improper or abnormal use of the Website is prohibited.

5.3. Without prejudice to the right to compensation arising from any violation of these prohibitions, given the criminal relevance of such event, the Manager reserves the right to report the persons involved to the competent authorities, with the right to disclose, if requested, the identification data.

6. PERSONAL ACCOUNT

6.1. The User is free to create a personal Account on the Website.

6.2. The creation of a Personal Account is done by entering an e-mail address, to which the password for accessing the User's Personal Page will be sent. Further personal data communicated spontaneously, even if not requested or necessary, will be processed by ANA D S.R.L. by virtue of the consent provided by the User, in accordance with the Privacy Policy published on the Website and as detailed in the specific policy.

Such personal data will be updated in the User's Account at the time it is included in a purchase order, if done after logging in with the User's credentials.

6.3. Registered Users are solely liable for the use of their Account and the related activities.

6.4. Registered Users shall safeguard their log-in credentials, avoiding disclosure, and shall promptly notify the Manager of any unauthorised access to their Account.

6.4. The Manager may, without any notice, close a User's Account that has been used in violation of these Conditions.

7. EXCLUSION OF LIABILITY

7.1. The Website has all reasonable technical measures to avoid the presence of defects, viruses or alterations, but this does not guarantee the security of Users against corruption, damage or loss of data, hardware and/or software in their possession, as a result of access to use of the Website.

7.2. The Manager, therefore, does not accept any liability for corruption, damage and/or loss of data, hardware and/or software of Users as a result of using the Website.

8. CHANGES

8.1. The Manager reserves the right, at its discretion and without prior notice, to update these Conditions and Users are invited to read them each time they use the Website.

8.2. It is in any case possible to check any previous versions of the Conditions in the appropriate section of the Website.

9. LINKS TO EXTERNAL WEBSITES

9.1. The Website may contain links to third party websites, with respect to which ANA D S.R.L., not having any power of management and/or control, cannot be held liable in any way, also with regard to the methods adopted for the processing of personal data of users.

9.2. In the event that the links to third party websites are intended to provide services, the same, although possibly instrumental to the purposes of this Website, shall be governed exclusively by the Terms and Conditions published by such third parties.

10. OTHER WEBSITE CONTENT

10.1. The Manager has taken every reasonable precaution to avoid the publication of content potentially harmful to the rights of users, as well as to ensure the accuracy and truthfulness of the information presented. This does not imply, however, any guarantee in relation to the suitability, completeness and accuracy of the content on the Website, for which ANA D S.R.L. does not accept any liability, except as otherwise provided for by law.

11. PERSONAL DATA PROCESSING

11.1. The personal data communicated to the Manager will be processed in accordance with the GDPR (EU Regulation no. 2016/679), as well as with the Privacy Code (Legislative Decree no. 196/2003) and, in any case, in compliance with current legislation.

For further information, please see the Privacy Policy published and available on the Website, at the following link: <https://www.iubenda.com/privacy-policy/91374246/full-legal>.

12. APPLICABLE LAW, INTERPRETATION AND JURISDICTION

12.1. These Conditions shall be governed by and interpreted in accordance with Italian law.

12.2. The possible presence of invalid or ineffective clauses shall not cause these Conditions to be null and void, involving, where possible, the replacement of the invalid and/or ineffective clause with mandatory provisions, with another clause agreed between the parties, or the inefficacy only of the clause deemed null and void.

12.3. Any complaints or requests relating to the Website may be sent to ANA D S.R.L., at info@ana-d.it.

12.4. Any dispute that cannot be settled amicably, related to the use of the Website and these Conditions, unless otherwise provided for by mandatory law, shall be subject to the jurisdiction of the Court of Venice.