

Tracon SRL Terms and Conditions

Users who use the Services offered by this Application declare that they know and accept these general terms and conditions.

Owner of this Application and related Services

Tracon S.R.L.

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C.F./P.IVA: IT13029971002

Chamber of Commerce of Rome

Paid up share capital: 10000 Eur (I.V.)

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Information about this Application

The Service offered by the Owner consists in making available to the User a series of technological and assistance tools in order to support the User in the legal obligations related to their online activity (eg website, mobile app etc.). As part of its Service, the Owner allows the User to create, host and keep updated one or more Document Templates.

Use of the Online Services on this Application

The User is solely responsible for the use of the online Services present on this Application, the use of which is done at his own risk and falls entirely under his responsibility.

Any explanatory texts provided in correspondence with the available Services do not in any case replace a legal opinion nor do they replace the assistance or advice of a professional. In fact, these texts have the sole purpose of facilitating the use and understanding of the Service, they are not exhaustive and may not suit the specific case.

The Owner is a mere technical provider of the Services and cannot in any case be held responsible for the use that the User makes of the same or with respect to the achievement of the purposes of using the Service itself.

Content provided by the User

Users are responsible for their own and third-party content that they share on this Application, by uploading them, inserting content or in any other way. Users indemnify the Owner from any liability in relation to the unlawful dissemination of third party content or the use of this Application, in ways that are contrary to the law.

The Owner does not carry out any type of moderation of the content published by the User or by third parties, but undertakes to intervene in the face of reports from Users or orders issued by public authorities in relation to content deemed offensive or illegal.

Rights on content provided by Users

The only rights granted to the Owner in relation to the content provided by Users are those necessary for the operation and maintenance of this Application.

Content Provided by Third Parties

The Owner does not make any preventive moderation on the contents or links provided by third parties shown on this Application. The Owner is not responsible for such contents and their accessibility.

Services Provided by Third Parties

Users may use services or content included in this Application provided by third parties, but they must first have read the terms and conditions of such third parties and have accepted them. Under no circumstances can the Owner be held responsible in relation to the correct functioning or availability, or both, of services provided by third parties.

Registration

In order to use the Service or part of it, Users must register by providing, in a truthful and complete manner, all the data requested in the relevant registration form and fully accept the privacy policy and these general conditions. The User has the duty to guard and keep his access credentials confidential.

It is understood that in no case can the Data Controller be held responsible in the event of loss, dissemination, theft or unauthorized use by third parties, for any reason whatsoever, of the Users' access credentials.

Deletion and termination of User accounts

Registered Users can deactivate their accounts, request their deletion or stop using the Service at any time, through the interface of this Application or by contacting the Owner directly.

The Owner, in case of violation of these Terms, reserves the right to suspend or close the User's account at any time and without notice.

Responsibilities and duties of the User

The Model Generation Service offered by this Application merely consists in providing the User with technological and assistance tools that support him in managing the legal aspects of his business.

It remains the User's sole responsibility to make their business compliant with the applicable legislation. The Service, in fact, is intended as a mere support tool for the User and in no case does it replace the advice given by an expert in the sector. In particular, with regard to the generation of the Models, it is carried out independently by the User, who remains solely responsible for verifying the compliance of the Model with his activity and with the provisions of the law.

It is the User's sole responsibility to also verify the correspondence of the Model to the characteristics of their business such as, by way of example, to the personal data processing policies applied.

In the event of non-compliance of the Models with the provisions of the law and / or the User's activity, the User is required to desist from using the Service.

The User is authorized by this Application to use the Models only for the duration of the Service. Therefore, at the end of the Service, the User is required not to use and not to reproduce in any way the Model provided by the Owner.

Any reproductions in any form of the documents, if not authorized, will be considered in violation of the copyright of the owner.

Appointment of Tracon SRL as data processor

In particular, the User acknowledges and accepts that, by using the service offered, he instructs Tracon SRL to process personal data as a "manager" pursuant to European legislation on the protection of personal data. The terms of this appointment are determined by the manager appointment agreement attached to these terms. This agreement, the conclusion of which is mandatorily required by law, therefore forms an integral and binding part of the contractual relationship between Tracon SRL and the User.

Purchase

Purchase procedure

Each order sent constitutes an offer to purchase the Service. Orders are subject to availability and the discretionary acceptance of the Owner. The User must select the chosen Service, in the type and duration that he autonomously decides, and complete the check-out only after carefully checking the information contained in the Order Summary Form. The order is made by confirming it and is subject to payment of the price indicated in the Order Summary Form.

The Order Processing Receipt does not constitute acceptance of the order. The conclusion of the contract takes place when the Order Confirmation is sent by the Owner to the email address provided by the User. The Owner reserves the right not

to confirm an order, communicating to the User within 5 working days of placing the order - at the email address associated with his purchase - the possible unavailability of one or more of the Services purchased. In this case, the Owner will refund any amount paid by the User.

In order to place an order, Users must register on the site by providing the requested data. The prices indicated are inclusive of any applicable taxes, duties and legal charges. The Owner reserves the right to offer different discounts and promotions throughout the year. For further details regarding any ongoing promotion, the User is requested to contact the Owner at the contact information contained in this document.

Subscription subscription

Some of the Services are offered by this Application by subscription. In this case, payments commence on the date in which Users choose a subscription payment plan or modify an existing subscription plan. To keep the Paid Services active, the subscription must be renewed at each payment period.

Automatic Renewal

Subscription subscriptions are automatically renewed through the payment method that the User has chosen at the time of purchase. The renewed subscription will extend for a period of time equal to the original Service period. Users can disable automatic renewal at any time by changing the preferences of the payment method used. In the event of non-renewal, this Application may be forced to cancel the subscription upon its expiration.

Automatic update of subscription subscriptions

Some subscription subscriptions available on this Application may be automatically updated if the usage thresholds set for the subscription in use by the User are exceeded. In such cases, the update to the subscription subscription appropriate to the level of use will be carried out automatically, in order to guarantee continuity in the provision of the Service.

The payment instruments used will be the same that the User has chosen to subscribe to the original plan. To allow the automatic update to be successful, the User has the duty to check that the payment instruments entered are valid. If the payment instruments indicated by the User are not usable, the Owner may be forced to suspend the provision of the Service.

The User is free to disable this automatic update feature through the Service interface, or by contacting the Owner. In this case, if the maximum usage thresholds allowed by your subscription are exceeded and you do not proceed to update the subscription once notification is received, the Owner may be forced to suspend the provision of the Service.

In any case, the Owner will do everything possible to notify the User via email about the imminent exceeding of the maximum thresholds and, therefore, about the need to update his subscription.

Deactivation of the Service, withdrawal and refund

The User can interrupt the provision of the Service at any time through the tools offered in the interface of this Application or by contacting the Owner directly. In case of deactivation, refund requests are not allowed for payments already made even if these refer to portions of the Service not used by the User.

However, the Owner reserves the right, at its sole discretion and without this entailing any charges or obligations of any kind towards Users, to grant reimbursement in completely exceptional cases once the specific circumstances of the case have been assessed.

By virtue of the right of withdrawal, the User may, within 14 days from the date of activation or payment of the Service, make a refund request, by sending a

communication to the Owner via the contact information made available in this document and including in the request the identification details necessary to identify the purchase to which the refund request refers.

The Holder will proceed with the refund within 14 days of receiving the request, using the same payment instruments used in the transaction to be refunded.

For more information or to receive assistance with a refund request, the User is requested to contact the Owner at the contact information provided on this Application.

Terms of payment

This Application uses third-party tools for processing payments and does not in any way enter into contact with payment data - such as those relating to credit cards - provided.

If the owner of each of these third-party tools refuses the payment authorization, the Owner will not be able to provide the Service and will not be responsible for any delay or failure to deliver.

Duration

The duration of the Service is indicated at the time of payment of the fee and confirmed in the Order Confirmation Mail sent by the Owner.

Change of payment plan

The User is free to change the chosen payment plan at any time.

In the event that the User decides to change their payment plan, the portion of the previous plan not yet used will be converted into a bonus that can be spent, pro rata, in the form of a free period applied to the new chosen plan.

If a currency conversion is required, the criteria set out in the specific paragraph of this document will apply.

Currency conversion

The exchange rate is, depending on the case, the one decided by the operator who processes the payment or, failing that, this Application will apply the one decided by the European Central Bank at the time of the transaction.

The Service is provided "as is"

The Service is provided by the Owner "as is", without any express or implied guarantee as to its accuracy or availability.

Interruption of the Service

The Owner reserves the right to add, remove features or features or suspend or completely interrupt the provision of the Service, both temporarily and definitively. In the event of a definitive interruption, the Data Controller will act as possible to allow Users to collect their information hosted by the Data Controller.

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and its Services without the express permission of the Owner, granted directly or through a specific resale program.

Indemnify

The User undertakes to indemnify the Owner (as well as any companies controlled or affiliated by the same, its representatives, administrators, agents, licensees, partners and employees), from any obligation or liability, including any legal costs incurred to defend themselves. in court, which should arise in the face of damages caused to other Users or third parties, in relation to the content uploaded online, to the violation of the terms of the law or the terms of these conditions of service.

Use not permitted

The Service must be used as established in the Terms.

Users cannot:

- reverse engineer, decompile, disassemble, modify or create derivative works based on this Application or any portion of it;
- bypass the computer systems used by this Application or its licensors to protect the content accessible through it;
- copy, store, modify, change, prepare derivative works or alter in any way any of the content provided by this Application;
- use any robot, spider, search application and / or site retrieval, or any other device, process or automatic means to access, retrieve, scrape or index any portion of this Application or its contents;
- rent, license or sublicense this Application;
- defame, offend, harass, engage in threatening practices, threaten or otherwise violate the rights (such as the right to privacy and publicity) of others;
- disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content;
- the User cannot copy-paste or integrate the Models deviating from the detailed instructions provided by the Owner regarding the methods for inserting the Models themselves (eg using tools or codes other than those indicated etc.);
- customize the Cookie Solution of Tracon SRL in such a way as to violate the TCF policies, if the Transparency and Consent Framework of IAB (TCF) is enabled. Users acknowledge that changing the configuration in violation of the TCF policies also constitutes a violation of these Terms and could lead to the suspension or termination of the User account (and in any case will result in the removal or suspension of the Cookie Solution in question);
- use this Application in any other improper way that violates these Terms.

Privacy policy

For information on the use of personal data, Users must refer to the privacy policy of Tracon SRL.

Intellectual Property Rights

All trademarks of the Application, figurative or nominative, and all other signs, commercial names, service marks, word marks, commercial names, illustrations, images, logos that appear concerning this Application are and remain the exclusive property of the Owner or of the its licensors and are protected by applicable trademark laws and related international treaties.

Age requirements

Users declare to be of age according to the legislation applicable to them. Minors may use this Application only with the assistance of a parent or guardian. Under no circumstances may children under the age of 13 use this Application.

Limitation of Liability

This Application and all the functionalities accessible through this Application are made available to Users, under the terms and conditions set out in the Contract, without any guarantee, explicit or implicit, which is not mandatory by law. In particular, no guarantee is provided of the suitability of the services offered for the particular purposes that the User aims at. The use of this Application and the features accessible through this Application is carried out by Users a at your own risk and under your own responsibility.

The Owner, within the limits of applicable law, is liable for damages of a contractual and extra-contractual nature towards Users or third parties exclusively by way of willful misconduct or gross negligence when these constitute an immediate and direct consequence of the activity of this Application. Therefore, the Owner will not be responsible for:

- any losses that are not a direct consequence of the breach of the Contract by the Owner;

- any loss of commercial opportunity and any other loss, even indirect, possibly suffered by the User (such as, but not limited to, commercial losses, loss of revenues, revenues, profits or presumed savings, loss of contracts or commercial relationships , loss of reputation or goodwill value, etc.);
- damages or losses deriving from interruptions or malfunctions of this Application due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of the will and outside the control of the Owner such as, by way of example and not limited to , breakdowns or interruptions to telephone or electricity lines, to the internet and / or in any case to other transmission tools, unavailability of websites, strikes, natural events, viruses and computer attacks, interruptions in the supply of third-party products, services or applications set off;
- incorrect or unsuitable use of this Application by Users or third parties.

Changes to these Terms

The Owner reserves the right to make changes to the Terms at any time, giving notice to the User by posting it within this Application.

The User who continues to use this Application after the publication of the changes accepts the new Terms without reserve.

Transfer of the contract

The Owner reserves the right to transfer, assign, arrange by novation or subcontract all or some of the rights or obligations deriving from the Terms, provided that the User's rights provided herein are not affected.

The User may not assign or transfer in any way their rights or obligations under the Terms without the written authorization of the Owner.

Communications

All communications relating to this Application must be sent using the contact information indicated in the Agreement.

Ineffectiveness and partial nullity

Should any clause of the Terms prove to be null, invalid or ineffective, the aforementioned clause will be eliminated while the remaining clauses will not be affected by this and will remain fully effective.

Applicable law and competent court

These Terms and all disputes regarding the execution, interpretation and validity of this contract are subject to the law, the jurisdiction of the State and the exclusive jurisdiction of the court of the place where the Owner is based. The exclusive forum of the consumer is an exception, if the law provides for it.

Online dispute resolution for consumers

The consumer resident in Europe must be aware of the fact that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by the European consumer to resolve in a non-judicial way any dispute relating to and / or deriving from contracts for the sale of goods and services entered into online. Consequently, if you are a European consumer, you can use this platform for the resolution of any dispute arising from the online contract entered into with the Owner. The platform is available at the following link.

The Data Controller is available to answer any question sent by email to the email address published in this document.

Definitions and legal references

Last modification: December 25, 2021

Tracon SRL hosts this content and collects only the Personal Data strictly necessary for its provision