

Terms of Use

Last update: January 2015

These terms and conditions of use of the Website (“Terms of Use”) govern the use the website which is hosted at the following address: <http://www.ortoromi.it> (“Website”). The Website is owned and operated by OrtoRomi Società Cooperativa Agricola, with registered office at via Piovega 55, Borgoricco (PD), Italy (“OrtoRomi”).

By welcoming you to the Website, we kindly ask you to carefully read the entire Terms of Use before surfing and using the Website. These Terms of Use applies to all of the visitors and/or users of the Website.

By using the Website, you agree these Terms of Use and express the will to be bound by them.

Should you, on the contrary, disagree as to the said Terms of Use, therefore not willing to be bound thereto, you are kindly asked to exit the Website.

Functionalities and purposes of the Website

OrtoRomi uses the Website in order to promote and provide information about the goods and initiatives of OrtoRomi and to help you find information about OrtoRomi. More functionalities may be provided by the other section of the Website. For example, users may be allowed to submit to us information request or to sign to the newsletter for news about products and initiatives of OrtoRomi, including promotional activities launched by OrtoRomi.

Our Policy about Privacy and Cookies

The access to several section of the Website, including its functionalities, as for example information request or newsletter registration, may result in the collection and processing of some of your personal data.

For more information of the processing of your data by OrtoRomi, related to the cookies, we invite you to read our Policy about Privacy and Cookies ([link alla Polizza una volta caricata](#)).

By using the Website, you acknowledge and agree that communications via Internet are never entirely confidential and safe and you understand that every information or message send to the Website may be read or intercepted by others different from the legitimate addressees, and even with alerts specifying that that particular transmission is encrypted.

Should you, on the contrary, disagree to the said Policy about Privacy and Cookies, you are kindly asked to exit the Website.

Information related to our products

OrtoRomi undertakes at reasonable terms to guarantee that the information available on the Website are accurate and always up-to-date. However OrtoRomi do not recognise the correctness, the completeness, accuracy or actuality of the information present on the Website, including for example the description of the products or possible indications of prices.

With reference to the colours of the products present on the Website, we undertake to present them as realistic as possible. However, the appearance, and in particular the colours of our products present on the Website shall be considered merely as an example. Furthermore the appearane and the colours that you see may depends on the settings of your device and OrtoRomi cannot guarantee that you will see the colours correctly.

Contents and trademarks of OrtoRomi

All rights, titles and interests of the Website and all its contents, for example the software, the HTML code, other front and back-end computer code, front visual interface of the Website, parts of the text, graphics, scripts, works of art, photographs, images, drawings and all of the audiovisual material and other material of the Website (collectively the “Contents of OrtoRomi”) are property of OrtoRomi, and/or who works on behalf of OrtoRomi.

All Contents of OrtoRomi are protected by national laws of intellectual property, including for example laws of copyright, patents, trademarks and other laws and international treaties on intellectual property.

Furthermore, all of the trademarks, registered or not or under registration, in Italy and in the rest of the world, trade names, logos, trademarks or names of the products used, pictured and included in the Website are entirely owned by OrtoRomi or by its respective companies “Trademarks of OrtoRomi”. The following Terms of Use shall confer no right or authority to use the Trademarks of OrtoRomi and OrtoRomi reminds you that any use of the Trademarks of OrtoRomi is strictly forbidden.

The rules of use of the Website

It is allowed to use the Website and the Contents of OrtoRomi solely for your personal use, without any commercial purpose, in full compliance with the Terms of Use and with the applicable law.

You acknowledge and accept that you shall not be allowed, and you will not permit third parties to a) copy, distribute, transmit, publicly display, codify, translate, modify the Website or the Contents of OrtoRomi, create derivative works of the Website or Contents of OrtoRomi, sell, license or otherwise distribute in whole or in part, the Website and the Contents of OrtoRomi, for example through mirroring, framing or linking that refer to computer, server, third party websites; b) access or use the Website and its Contents of OrtoRomi for any commercial purpose, including any advertising activities generating revenues on websites, platforms or telematic spaces of your property or of third parties; c) use any automatic or manual process aiming at access, acquire, consult, copy, interrogate or monitor the Website, the Contents of OrtoRomi and part of them, and/or copy in any way the structure or the look of the Website and Contents of OrtoRomi and/or elude any copy protection device, take possession or try to take possession of any material, document or information provided not for that purpose on the Website, like for example deep-linking, page-scraping, robot or spider mechanisms; d) access or try to access on any part, section or functionality of the Website, including other system or network connected or to any server of OrtoRomi when not allowed, with hacking, password mining activities or other technologies or illicit means; e) verify or test the vulnerability of the Website or any other computer or network of computers connected to the Website; f) violate the protection measures, including the safety and authentication ones, on the Website; g) fulfill reverse look-up activities, tracking or attempt to of any information of the users, visitors of the Website and any other client, or similar activities; h) exploit and use the Website, the Contents of OrtoRomi, or any service or information provided by the Website for any illicit purpose or not allowed by the present Terms and Conditions and encourage third parties do to so; i) fulfill any activity that involves an unreasonable and excessive load on the network infrastructure of the Website; l) use any device, software, mechanism or other technology that may interfere with the proper functioning of the Website, with any operation that the Website is fulfilling or with the use of the Website by any other user.

OrtoRomi reserves the right to terminate or suspend your access to the Website, without notice if we believe that such use is i) in violation of these Terms and Condition of Use or ii) necessary for security reasons.

The third party contents

The Website may include, use or display contents created by third parties, information provided by public sources and/or link to external websites or web pages hosted by third parties ("Third party contents"). In such cases, OrtoRomi does not exercise any control over the Third party contents and any responsibility for the accuracy, security and reliability of the Third party content and does not guarantee that these Third party contents are free of viruses or other harmful components that may be able to harm users.

The possible links or references to Third party contents connected to the Website do not represent and shall not be taken as an approval by OrtoRomi of the Third Party contents of the said link or reference.

The access to any Third party contents is at your own risk and OrtoRomi shall not be held responsible for any loss or damage that you may incur (including for example the loss or damage of your IT equipment, of your hardware or software of your computer) connected to your access, use or Third party contents which means that is caused or related to any purchase of products or services provided by Third party contents.

If you shall access, in any form or way and for any purpose, to said Third party contents, OrtoRomi invites you to read the terms and conditions of use of them.

Warranties

You acknowledge and accept that you are using the Website at your own risk and taking on full responsibility for the use of the Website and its Third party contents.

OrtoRomi must take all necessary measures so as to reduce the risk that the Website and its Third party contents may contain viruses and defects.

However, OrtoRomi cannot guarantee that, when entering the Website and/or its Contents, your IT equipment, hardware or software of your computer, and data generated or memorized by your IT equipment, by your hardware or software of your computer will not be harmed, lost or negatively affected.

You are responsible for the arrangement of IT means necessary to access the Website, and for acquire the skills needed to access the Website and the Contents of OrtoRomi and to use them, and for the payment of costs and expenses.

Furthermore, OrtoRomi makes no warranty of any kind that you will not find interruptions in the Website and the Contents of OrtoRomi, that any lack will be fixed and that your use of the Website will give you any results.

The Website and the Contents of OrtoRomi are provided in the state in which are found.

OrtoRomi makes no warranties of any kind, expressed or implied, as to any matter including any warranty of accuracy, completeness, non-infringement of third party rights, merchantability or fitness for any particular purpose.

Limited responsibility

To the fullest extent permitted by applicable law, OrtoRomi shall not be liable to you or any third party for any damage or loss resulting from the usage of the Website or Contents of OrtoRomi or any information contained in the Website or any product possibly presented by the same, including for example all cases of responsibility for a) loss or damage of data, b) loss or damage to your IT equipment, hardware and software, c) loss or damage that could have been foreseen meaning that you didn't notified to us that it could have happened in case of our infringement of Terms of Use or our diligence duties towards you, or d) loss or damage as a result of your non-observance of the reasonable precautions against losses or damages, for example via the installation of appropriate antivirus.

OrtoRomi disclaims any responsibility for any direct damage, for whatever the cause may be: origin, nature and consequences, included, as an example costs incurred as a result of lost market opportunities, of clients or data or any other loss of intangible assets from using the Website or from the impossibility to use it or from any reliance on the information available on the Website. In any case, no provision of Terms of Use excludes or limits the responsibility of OrtoRomi to you in case of fraud or gross negligence or for any other responsibility that according to the applicable law may not be excluded or limited.

By using the Website you acknowledge that, in case of dissatisfaction of the Website, of any part or any product or service available on it, or of provision of the present Terms of Use, the sole and exclusive remedy to you is to exit the Website.

OrtoRomi declines any responsibility regarding acts, omissions and behavior of third parties connected to the use of the Website, including, for example, any responsibility regarding the contents, information, declarations of third parties available on the Website or through it included according to criminal and civil law of defamation, intellectual property infringement, privacy, obscenity or other applicable law. You acknowledge to release from liability and to keep indemnify OrtoRomi from any possible legal action, demand, claim on the part of third parties and connected damages and costs, even legal (including reasonable lawyers' fee), originated from or connected to your irregular or illicit use of the Website and/or Contents of OrtoRomi.

Modifications to the Terms of Use

OrtoRomi reserves the right to modify, review, add or cancel part of the present Terms of Use, updating it any time without notice.

These modifications of Terms of Use will be communicated by posting a notice on the Website. We invite you to check this section regularly. If you do not accept any of the said modifications you shall exit the Website; using the Website after the modifications of the Terms of Use implies that you accept them.

General clauses

The present Terms of Use are governed by Italian law and should be interpreted in accordance with it.

The Court of Law of Milan will have exclusive competence for any controversy and in any case in relation to the use of the Website and/or Terms of Use, without prejudice to the rights attributed by law to proceed with legal process in the residence or habitually domiciled of the users.

In case any provisions of the said Terms of Use may be illegal, invalid or inapplicable, that provision shall be intended modified just to be legal, valid and applicable and the other provisions will preserve validity and efficacy.

The present Terms of Use consists in an overall agreement between you and OrtoRomi about the object of them.

All of the provisions of the Terms of Use applies to the maximum extent permitted by applicable law.

In particular if you access to the Website and/or use as consumer, the binding rights provided by law shall not be limited.