

## Terms of use of the site, software and server (english)

Welcome to Gingerit!

The term 'Gingerit' or 'us' or 'we' refers to the owner of the website whose registered office is in Piazza di San Salvatore in Lauro, 13- 00186 Rome, Italy. The term 'you' refers to the user or viewer of our website.

### 1. Website

The site [www.gingerit.com](http://www.gingerit.com) (hereinafter the "Site") is owned by Gingerit (hereinafter, "Gingerit"). The Site is published and operated by Gingerit. Use of this site is governed by conditions of use set out below (hereinafter, the "Terms of Use"). Use of this site constitutes unconditional acceptance by the user (hereinafter the "User") of the Terms of Use applicable at the time of use of the Site

### 2. Purpose and Site Access

The site is divided into a public disclosure - with presentations of products and services of Gingerit and other partner companies, in a part of E-commerce – and in a reserved portion, containing information relating to the service of newsletter and the personal data of registered users.

Access to the Site is permitted to the User not registered with the sole aim to browse the public content. Access to the Site is permitted to a Registered User to consult the wider scope of content, including the one reserved on the data specific to the User that he will also integrate, modify, edit and delete.

### 3. User registration

To access the private area of the site it is necessary for Users to register to the site, giving the following information:

- Username (valid email), - password, - last name, - name, - sex - date of birth, -zip code - country. Entering the user name and password provided by you when registering for the Site, will be requested to the User in writing whenever he/she wishes to access the private area of the site. You must make diligent use of this data access, protecting them from possible use by third parties and committing to promptly notify Gingerit of any removal or loss of your username and / or password or any unauthorized use of such data you become aware of.

### 4. Use of the Site

The User agrees to make proper use of the Site in accordance with these Terms of Use and to use it in accordance with the law, the practice of the law and public order.

The User also agrees not to damage, deteriorate, alter, overburden, or render unusable the Site and its services and not to perform any act that may prevent the normal use of the Site by other users.

During the access to and / or use of the Site, you agree to make appropriate use, lawful and diligent of contents of it and not do the following:

- Use the content of the Site for purposes contrary to law, public policy and / or morality;
- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer or sell content on the Site without specific permission from Gingerit or outside of cases in which such activities are legally permissible;
- Manipulate, circumvent, modify or delete the copyright notice, terms of use or regulations or other data that identify Gingerit rights and technical protection devices integrated in the information content of the Site.

The User also agrees not to modify or eliminate, within the digital content of the Site that the user is authorized to copy, the information on copyrights, trademarks, logos and similar content. All contents of the Site are protected by laws on intellectual and industrial property.

## 5. Specific Prohibited Uses

You agree:

- Not to introduce, integrate or transmit the Site content that is unlawful, harmful, threatening, abusive, harassing, defamatory and / or defamatory, vulgar, obscene, invasive of the privacy of others, racially, ethnically or otherwise objectionable;
- Not to upload, post, transmit or distribute content on the Site that infringes any patent, trademark, trade secret, copyright or other intellectual property rights and / or intellectual property rights of third parties (henceforth referred to as "rights of others" );
- Not to reproduce, duplicate, copy, sell, resell or exploit for commercial not to the contents of the site or any part thereof;
- Not to access, alter or delete any information contained on the Site that is not authorized to access.

Gingerit reserves the right to remove without notice any content or material introduced by the User on the Site that does not conform to these Terms of Use.

It 's forbidden to the User, unless authorized by Gingerit, to copy or use for purposes other than those provided by these Terms of Use any content or material on this Site.

## 6. Link to the Site

The creation of a hyperlink (hereinafter, the "Link") between the site and other sites is permitted under the following conditions:

- the link will provide the sole and exclusive access to the Site, without modification of the contents thereof;
- the link will only connect to the main page (home page ) of the Site;
- The website which will incorporate the Link should not contain hyperlinks made using techniques designed to prevent the recognition of, or mask, authorship of the contents of the site (framing);
- The website which will incorporate the link must not contain inaccurate information, false or incorrect content and services on the Site In particular, it is not allowed to say or give to understand that Gingerit authorized the links or the content and services offered or available web page which will incorporate the link;
- The website which will incorporate the link should not contain any trademark, logo, description, slogan or distinctive sign belonging to Gingerit, except those which form part of the same link;
- The website which will incorporate the link should not contain information or illegal content, contrary to morals, good customs, public order or the rights of third parties.

The integration of a web page link may not imply in any case the existence of relationships between Gingerit and the owner or the owner of the website in question, nor the acceptance or approval by Gingerit of its content or services.

## 7. Links to other sites

The Site may contain advertising or links to websites belonging to third parties (hereinafter "third party sites"). Gingerit has no control over third party sites and therefore assumes no responsibility for their availability, their content, advertising or products and / or services available on or from, these third party sites. The inclusion of advertising or links to third party sites does not imply and cannot in any way be construed as an endorsement, support or approval by Gingerit of their content. You acknowledge that your use of third party sites is at your own risk and that Gingerit will in no way be responsible for any incidental or consequential damages that are caused by the user from access to third party websites and the use of the content and services of such other sites. The existence of advertising or links to other sites does not imply the existence of an authorization by Gingerit use of its trademarks, copyrighted material, trade name or logos. If the user was aware of illegal content on third party sites will have the duty to inform the responsible authorities and Gingerit so it can proceed with the immediate removal of links to the Third Site in question.

## 8. Intellectual Property

The User acknowledges that the site, the program Gingerit and all software used in connection with the Site (hereinafter, the "Software") are protected by applicable intellectual property and / or industrial. The user further acknowledges and agrees that the Content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by the rules of copyright, trademark, patent or other intellectual and /or industry property rights . With the exception for the case where it is expressly authorized by Gingerit, you agree not to change or alter in any way (either free, or at a charge) and not to distribute, disclose or create work based in whole or in part , on the site, or on the program Gingerit or its Software. At the sole purpose of the site, Gingerit grants the user a personal license, nontransferable, and nonexclusive for the use of the Software on a single computer, being understood in each case that the User may not allow, third party subjects to copy, modify, create derivative works from, or in any way groped to discover any source code, sell, assign, sublicense, give or transfer to any third party rights on the Software. In order to avoid any doubt, it is not allowed the use of technologies that facilitate the copying of the contents of the Software, including, inter alia, spider, spyware, or boots. All trademarks, logos, trade names and other distinctive signs of any kind used in this Site, including those that include the designation "Gingerit" (hereinafter the "Signs Badges"),belong to Gingerit, subject to possible presence of other signs, logos and trademarks belonging to third parties (but not limited to, those partners or suppliers of equipment, machinery, goods or services) and used with permission of these from Gingerit. And 'expressly prohibited the use of Distinctive Signs by the User, in any way and for any purpose, including reproduction on other websites without the prior written permission of Gingerit. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

#### 9. Privacy

Gingerit is committed to protecting the personal privacy of its users and all those who provide their information to the company in accordance with the statement published on the Website under "Privacy Policy".

#### 10. Exclusive responsibility of the User

The use of information on the Site is under the full and complete responsibility.

#### 11. Limitazioni di responsabilità

Gingerit is in no way responsible for the accuracy of information provided by the users to the Site. The use of this Site is entirely at your own risk. The services of the Site are provided without any warranty, explicitness or implicitness. Gingerit not be liable for any damage, loss or loss in earnings due to own guilt and / or indirect damage suffered by the User or third party in connection with the use of the Site or the information contained therein, including, without limitation and not exhaustive, economic loss, loss or corruption of data, loss of benefits or interests. The responsibility of Gingerit for losses \_ or damage suffered as a result of the content of the Site or otherwise relating to the disposal site will be limited by the content or material that caused them to have a term of reasonable time. The possibility exists that hackers enter the site, modifying its content and incorporating the same material that is harmful, such as viruses, trojan horses, worms, time bombs, cancel boots, corrupted files any other type of software that may damage the computer equipment or property of others. In this case, Gingerit shall in no event be liable for damages losses generated by these changes to the User or third parties. If circumstances permit, Gingerit warns the Users of the interruption of the normal operation of the Site and its services. Gingerit will not respond in any case if the user tries to connect to the site and use the software on a computer or obsolete programs than those normally used for a connection to the Internet. Gingerit is not responsible in any circumstances for damages of any kind caused by the lack of continuity, availability, reliability, usability of the Site and / or software and, in particular, including but not exhaustive for the errors

of access to the same. Gingerit will not answer regarding the speed and reliability of the User access to the Internet or any type of communication network. Gingerit will not be liable for losses or any other circumstance arising from the abduction, theft or use of any identifying information of the User (user name and password) on the Site and access to the program and the database contents in the confidential part of the site. It will be the responsibility of the User to keep confidential identification information relating to the Site and access the private area.

#### 12. Changing Conditions of Use

Gingerit reserves the right to change these Terms of Use without prior notice. The changes are effective as of their publication on the Site. Use of the Site by the User following the changes to the Conditions of Use shall be conditioned on acceptance thereof. Gingerit recommends to view this page regularly to ensure proper understanding of the Terms of Use.

#### 13. Interruption

If you fail to comply with these Terms of Use, your access to the Site will be interrupted and the user will proceed to the destruction of all materials and content copied from him. Any violation of these Terms of Use by the User authorizes Gingerit to stop immediately and without notice the use of the Site and its services and to delete the account for access to the service.

#### 14. Applicable Law

These Terms of Use are governed exclusively by Italian law ("Applicable Law"). Any dispute concerning these Terms and use of the Site shall be governed by the Applicable Law. Use of this site constitutes acceptance of the Applicable Law.