

## **TERMS OF USE**

The official language of these terms shall be English. It is further deemed that you understand the plain and legal meanings and implications of these terms. Should a translation into Italian be required, one can be provided. For the purposes of legal interpretation and/or dispute resolution only this English version shall be applicable. If you need further clarification as to how this affects your rights as a user and a potential consumer, we strongly recommend that you seek legal advice before using this website. We will not be liable for any loss or damage resulting from these terms not being understood by users of this website.

Il Cliente dichiara di avere attentamente letto e compreso e di accettare specificamente le seguenti clausole dei Termini e Condizioni. Il testo originale in lingua inglese dei presenti Termini e Condizioni e' stato tradotto anche in lingua italiana. La versione tradotta è ufficioso e a scopo meramente illustrativo, quindi priva di valore legale, e verrà inviata previa richiesta scritta. In caso di contestazioni o di incongruenze o discrepanze tra il testo inglese e le traduzioni nelle altre lingue dei presenti Termini e Condizioni, il testo inglese prevarrà e sarà la versione conclusiva. Per qualsiasi dubbio sui termini e le condizioni presenti, prima di effettuare un ordine, vi invitiamo a richiedere un supporto legale. Oleificio Timperio Michele & Figli snc non si assume alcuna responsabilità per la mancata comprensione dei presenti Termini e Condizioni da parte dell'utente né per le relative conseguenze.

### **1. ABOUT US**

Welcome to [www.timperio.co](http://www.timperio.co) hereinafter referred to as the "Website", "Site", "We", "Us", "Our"), owned and operated by Oleificio Timperio Michele & Figli S.n.c. (VAT registration number: 00834010704)(hereinafter referred to as "the Company") with its registered office located at Corso Vittorio Emanuele 19, 86044 Colletorto (CB), Italy. This page forms the Terms and Conditions in accordance with which we supply Products (each a "Product") listed on our Website to you (the "Terms and Conditions"). Please take some time to read these Terms and Conditions before ordering any Products from the Site. By ordering any of our Products, you agree to be bound by these Terms and Conditions.

Our Website is an e-commerce platform that lists the types of Olive Oil and other similar products offered by the Company (hereinafter referred to as the "Products") and users can surf through the website and place an order to buy the Product of their choice.

Please read carefully these Terms and our Privacy Policy, which may be found [here](#), and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties. This website reserves the right to recover the cost of services, collection charges and lawyers fees from persons using the Site fraudulently. The Company reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

The use of this Website constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears at the bottom of the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES AS WELL AS ARBITRATION.

IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS WEBSITE, AND/OR USING OUR SERVICES INDICATES YOUR UNDERSTANDING,

AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

1. **DEFINITIONS:**

- i. **"Agreement"** means the terms and conditions as detailed herein including privacy policy, other policies mentioned on the website and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- ii. **"Collective Content"** means User Content and our website Content.
- iii. **"Content"** means text, graphics, images, information, or other materials.
- iv. **"Contract"** means your Order of a Product or Products in accordance with these Terms which we accept in accordance with clause 6 below
- v. **www.timperio.co** means the online platform and the services provided by it and its affiliates owned and operated by Oleificio Timperio, which provides a platform to the Purchasers to buy the Products;
- vi. **"Order"** means the order submitted to you on the Website to purchase a Product from us;
- vii. **"User/You/Customer"** means an individual who uses the website and purchases the products listed therein;
- viii. **"Service"** means any online facility made available through website by the Company either now or in the future.
- ix. **"User Content"** means all content that a user submits or transmits to us through email, feedback, comments and messages on our website.
- x. **"Our website Content"** shall mean all Content that our website makes available through the website or Services, including any Content licensed from a third party, but excluding user Content.

2. **INTERPRETATIONS**

- i. The official language of these terms shall be English. It is further deemed that you understand the plain and legal meanings and implications of these terms. Should a translation into Italian be required, one can be provided. For the purposes of legal interpretation and/or dispute resolution only this English version shall be applicable. If you need further clarification as to how this affects your rights as a user and a potential consumer,

we strongly recommend that you seek legal advice before using this website. We will not be liable for any loss or damage resulting from these terms not being understood by users of this website.

- i. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

### **3. ELIGIBILITY**

- i. You may use the Service only if you are at least eighteen (18) years of age and can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.
- ii. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. Our Website reserves the right to terminate your membership and refuse to provide you with access to the Website if we discover that you are under the age of 18 years. The Service is not available to any Users previously removed from the Service by us, unless we provide such Users with specific written authorization to re-use the Service.
- iii. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement.
- iv. Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Website. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.
- v. Our Website may, in its sole discretion, refuse to offer access to or use of the Website to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Website is revoked in such jurisdictions.

### **4. REGISTRATION**

- i. To place an Order, you must register with us by creating an Account on the Website. You must only submit to us information which is accurate and true. You must also keep your information up to date by informing us of any changes, by using the relevant sections of the Website.
- ii. You shall not misuse the Website by creating multiple user accounts.

- iii. Providing us with false or misleading information may lead to civil or criminal actions in law being commenced against yourself if we suffer any loss or damage directly resulting from the false or misleading information provided. Please refer to Clause 10 below for further information.

## **5. SERVICES**

- i. Our Website offers a platform to users wherein users can explore, find and buy different types of olive oil and other similar products.
- ii. Comment on blogs posted on the Website.

## **6. FORMATION OF A CONTRACT**

- iii. The information set out in the Terms and the details contained on this Website do not constitute an offer for sale but rather an invitation to treat. No Contract in respect of any Products shall exist between you and us until we have shipped the Products to your address.
- iv. To submit an Order, you will be required to follow the online shopping process on the Website. After this you will receive an Order confirmation which will act as an acknowledgement of your Order.
- v. An Order is only considered accepted by us upon your Order being shipped to the delivery address provided by you.
- vi. A Contract will relate only to those Products which we deliver to you. If your Order consists of more than one Product, the Products may be delivered to you in separate packages at separate times.

## **7. PAYMENT**

- i. The price of the product will be listed on our Website and the estimated total will be provided when the customer will place the order;
- ii. Our Website offers following modes of payment:
  - a. PayPal
  - b. Valid credit cards/Debit cards including Visa, MasterCard, Discover and American Express
- iii. The customer can choose either of the options as per its own choice and convenience;
- iv. The customers will be charged with the shipping charges as well and the amount of the charges shall be intimated to the customer while it will be placing the order.

- v. Users expressly agree and acknowledge that our Website may employ or collaborate with third party payment gateways using secure connections in order to facilitate, distribute, transact and receive payments for the Services offered and received on or through our Website.
- vi. Our Website reserves the right to change or replace the payment gateway at its sole discretion without any reservation whatsoever. Our Website may store and/or process card and bank information necessary to collect payments from Users. All transactions are completed through third party payment gateways and at no point of time our Website assumes any liability for any loss of data or wrongful payment or invalid payment processing by such a third party.
- vii. Users agree that they will hold our Website harmless against any such dispute or legal claim. We shall not be responsible for delays or erroneous transaction execution or due to payment issues.
- viii. We take utmost care to work with 3<sup>rd</sup> party payment providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment provider. For more information on their security and privacy policy you may refer to the privacy policies of these third party payment providers before proceeding with payment option.

#### **8. REFUSAL OF ORDER**

We reserve the right to withdraw any Products from this Site at any time and/or remove or edit any materials or content on this Site. We will make our best efforts to always process all Orders but there may be exceptional circumstances wherein, we may need to refuse to process an Order after we have sent you an Order Confirmation, which we reserve the right to do at any time, at our sole discretion.

If we cancel your Order and you have already made payment for your Order, the payment amounts will be fully refunded to you.

We will not be liable to you or any other third party by reason of our withdrawing any Product from this Site, whether it has been sold or not, removing or editing any materials or contents on this Site or for refusing to process or accept an Order.

#### **9. FRAUDULENT/DECLINED TRANSACTIONS**

- i. Our Website reserves the right to recover the cost of goods, collection charges and lawyers' fees from persons using the Website fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
- ii. We as service providers shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder.

#### **10. WARRANTIES BY USERS**

- i. Users warrant as follows:
  - i. You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Services of our Website without prior intimation whatsoever.
  - ii. That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site.
  - iii. You shall at all times ensure full compliance with various laws regarding your use of our services.
  - iv. You shall not hold the Company or Website liable for any issues that occur between you and another user in case you share your personal details with another user and that another user misuses that information. The company shall never ask the registered users to share their personal information with any other user on the Website.
  - v. You shall be solely responsible for any breach of your personal information in case you transmit it to any other user on our Website and the Company shall in no case be liable or responsible for either protecting the same or for its breach.
  - vi. The users shall make the complaints regarding the product which they have purchased through our Website, only to the Company directly.
  - vii. Users agree that they shall not hold us liable for any act or omission of other users on the Website. In case any posts of other users is obscene, vulgar or infringing upon the intellectual property right of any other

user or third party, the user shall immediately notify us through the contact us option on the Website or by reporting the content and we shall take actions upon the same as soon as possible.

- viii. Users should refrain from sharing any personal and confidential details such as bank account numbers, etc with other users on the Website and in case you do so, you shall be personally liable and responsible for the same. The Website or its officers shall have no liability whatsoever in such a case.

#### **11. MISUSE OF THE WEBSITE**

- i. You are prohibited from using the Site to post or transmit any material which is or may be infringing, threatening, false, misleading, inflammatory, libelous, invasive of privacy, obscene, pornographic, abusive, discriminating, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may otherwise give rise to civil liability or violate any law. You are also prohibited from using the Site to advertise or perform any commercial solicitation.
- ii. You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;
- iii. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.
- iv. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
- v. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information of any other User or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source,

or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

- vi. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of our Website or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to us.
- vii. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- viii. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- ix. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our Website and / or others.
- x. You shall solely enable us to use the information (such as comments, questions, messages etc.) you supply us with, so that we are not violating any rights you might have in your Information, you agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

- xi. We reserve the right, but have no obligation, to monitor the materials posted on the Website. Our Website shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, you remain solely responsible for the content of the materials you post on the Website and in your private messages. Please be advised that such Content posted does not necessarily reflect our views. In no event shall our Website assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.
- xii. It is possible that any of the user (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that other users may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Website, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Website, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Website. Please carefully select the type of information that you publicly disclose or share with others on the Website.
- xiii. We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- xiv. You shall not commit or encourage a criminal offence, transmit or distribute a virus including but not limited to Trojan horse, worm, logic bomb or post any other material on the Site which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's propriety rights; send any unsolicited advertising or promotional material; or attempt to affect the performance or functionality of any computer facilities of or accessed throughout the Site. Any breach of this provision

would constitute a criminal offence under the Computer Misuse and Cybersecurity Act 2013. In the event such breach occurs, we will report the breach to the relevant law enforcement authorities and appropriate legal action will be taken.

## **12. OWNERSHIP**

All right, title, and interest in and to the Website (excluding postings/content provided by the users) is and will remain the exclusive property of our Website and our licensors. The Website service is protected by copyright, trademark, and other laws of Europe. Nothing in these Terms gives you a right to use the name of the Website or Website's trademark or logo, or any other trademarks, logos, domain names, or other distinctive brand features relating to the Website or located on the Website.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- i. Our Website, our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Website. Access to this Website does not confer and shall not be considered as conferring upon anyone any license under any of our Website or any third party's intellectual property rights. All rights, including copyright, in this Website are owned by or licensed to us or third party suppliers. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our Website. You cannot modify, distribute or re-post anything on this Website for any purpose.
- ii. The Website names and logos and all related service and our slogans are the trademarks or service marks of our Website. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo or mark in any manner.
- iii. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in

any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the company or any related software. All software used on this Website is the property of our Website or its suppliers and protected by copyright laws of Europe. The Contents and software on this Website may be used only as a referral resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our Website, one of its affiliates or by third parties who have licensed their materials to us and are protected by copyright laws of Europe. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Website is the exclusive property of our company and is also protected by Copyright laws of Europe.

- iv. We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.
- v. If you believe in good faith that any material used or displayed on or through our Website infringes your copyright, you (or your agent) may send us a notice at [info@timperio.co](mailto:info@timperio.co) requesting that the material be removed, or access to it blocked, please provide us with the following information:
  - a. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
  - b. identification of the copyrighted work claimed to have been infringed;
  - c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
  - d. Your contact information, including your address, telephone number and an email address;
  - e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- f. a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.
- vi. You should assume that everything that you see or read on this Website is copyrighted unless otherwise noted and may not be copied, reproduced, distributed, modified, published, downloaded, posted, or transmitted in any way, without the prior written consent of our Website or other copyright owner, EXCEPT: You may print copies of the material for your personal, noncommercial use only, provided that you do not delete or change any copyright, trademark, or other proprietary notices. Unless otherwise indicated, all marks displayed on our internet sites are subject to the trademark rights of our Website, including our name and Logo, corporate logos and emblems. Modifying, distributing or using for any purpose the material in any of our Website which is copyrighted or otherwise protected under intellectual property laws directly violates our intellectual property rights. The material contained in this Website is copyrighted, is protected by worldwide copyright laws and treaty provisions, and is provided for lawful purposes only.

#### **14. REVIEWS, FEEDBACKS AND SUBMISSIONS**

- i. All reviews, comments, feedback, postcards, suggestions, ideas, questions and other submissions disclosed, submitted or offered to us on this Website or otherwise disclosed, submitted or offered in connection with your use of this Website (collectively, the "**Comments**") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we exclusively own all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.
- ii. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Website will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any

person or entity. You further agree that no Comments submitted by you to the Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

- iii. Our Website does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

#### **15. INDEMNITY**

Users agree to defend, indemnify and hold harmless our Company, its employees, directors, officers, agents, consultants and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our Website or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this Agreement.

#### **16. TERMINATION**

- i. We may, at any time and without notice, suspend, cancel, or terminate your right to use the Website (or any portion of the Website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the Website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to

material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

- ii. Without limiting the foregoing, we may close, suspend or limit your access to your Account:
  - a. if we determine that you have breached, or are acting in breach of, this User Agreement;
  - b. if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
  - c. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
  - d. you do not respond to account verification requests;
  - e. to manage any risk of loss to us, a User, or any other person; or
  - f. For other similar reasons.
- iii. If we close your Account due to your breach of this User Agreement, you may also become liable for fees in an amount as ascertained by the Website.
- iv. In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

#### **17. GOVERNING LAW AND JURISDICTION**

- i. This Agreement and any Order and Contract shall be governed by and construed in accordance with the laws of the European Union without regard to its choice of law principles. We retain the exclusive right and sole discretion to select the jurisdiction for resolution of any dispute arising in connection with this website and its use.

#### **18. DISPUTE RESOLUTION**

- i. We retain the exclusive right and sole discretion to select the jurisdiction for resolution of any dispute arising in connection with this website and its use.
- ii. You understand and agree that we retain the exclusive right and sole discretion to select jurisdiction and that by entering into the terms you are waiving the right to determine jurisdiction should a dispute arise.
- iii. If users have any concerns about dispute resolution, it is suggested that they contact us directly through the 'contact us' page on this website for further clarification and determination.

## **19. DISCLAIMERS**

- i. The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.
- ii. The Site may provide content from other Internet sites or resources and while our Website tries to ensure that material included on the Site is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site. This disclaimer constitutes an essential part of this Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
  - a. Your use of or your inability to use our Website and Services;
  - b. Delays or disruptions in our Website or Services;
  - c. Viruses or other malicious software obtained by accessing our Website or Services or any site, Services, or tool linked to our Website or Services;
  - d. Glitches, bugs, errors, or inaccuracies of any kind in our Website and Services or in the information and graphics obtained from them;
  - e. The content, actions, or inactions of third parties, including items listed using our Website or Services or the destruction of allegedly fake items;
  - f. A suspension or other action taken with respect to your account; and
- iii. To the fullest extent permitted under applicable law, our Company or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this Agreement.

## **20. PRIVACY**

Please see our [Privacy Policy](#) which forms a part of these Terms and Conditions.

## **21. SECURITY**

- i. We have employed highest possible security measures to protect your data which is stored with us. While we take all possible measure steps, you must immediately notify us at [info@timperio.co](mailto:info@timperio.co) upon becoming aware of any unauthorized access, any illegal online activity or any other security breach pertaining to the Website, your Account or our Services and do everything under your control to mitigate the unauthorized access or security breach (including providing us the evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.
- ii. You may write to us or contact us for the reckless behaviour of any other user which may cause injury either to you or us. We shall take into consideration your complaint and after properly scrutinizing your complaint, we shall take reasonable actions against such another user.

## **22. EXPRESS RELEASE**

You expressly agree to release us [including our directors, agents, officers, employees, affiliates and subsidiaries] from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your disputes amongst users or third parties through or on our Website.

## **23. USER AGREEMENT AS DEFENCE**

The suits which are impliedly or specifically barred by this Agreement shall be opposed by us by pleading this Agreement.

## **24. NOTICES**

- i. Any notices must be given by postal mail to us;
- ii. Attn: Oleificio Timperio Michele & Figli S.n.c., Corso Vittorio Emanuele 19, 86044 Colletorto (CB), Italy.
- iii. In your case, we will send you any notice at your provided email address (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

**25. OUR SERVICE AND GUARANTEES**

Our Website reserves the right to modify or terminate the Services for any reason, without notice, at any time. We also reserve the right to sell, alter, transfer or delegate our rights under this Agreement to anyone without any prior notice to you. We do not guarantee continuous, uninterrupted access to the Website, and operation of the Website may be interfered with by numerous factors outside our control.

**26. LINKS TO OTHER WEBSITES**

Links to third party Websites on this site are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third party Websites and does not control and is not responsible for any of these Websites or their content and their privacy policy and terms and conditions. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to this Website, you do this entirely at your own risk.

**27. NO WAIVER IMPLIED**

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

**28. SEVERABILITY**

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

**29. ASSIGNMENT**

- i. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- ii. We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

**30. FORCE MAJEURE**

- i. We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:
  - (a) Acts of God;
  - (b) Fire, explosion, storm, flood earthquake, epidemic or other natural disasters;
  - (c) Sabotage;
  - (d) Accident;
  - (e) Riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation of war;
  - (f) Shortage of supplies, equipment, and materials;
  - (g) Strikes, lockouts and other industrial actions;
  - (h) Civil unrest;
  - (i) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (j) Impossibility of the use of public or private telecommunications networks

(k) Computer hacking; or

(l) Malicious damage.

- ii. In the circumstance that the Force Majeure event lasts for more than one week, either you or we may terminate the Contract forthwith by written notice and without any liability other than a refund of a Product already paid for by you and not delivered.
- iii. If we have Contracted to provide identical or similar Products to more than one customer and are prevented from fully meeting our obligations to you by reason of a Force Majeure event, we may decide at our absolute discretion which Contracts we will perform and to what extent.
- iv. We reserve absolute discretion on the solution we adopt in fully meeting our obligations under the Contract despite the Force Majeure Event.

### **31. DIGITAL SIGNATURE**

- i. By using our services, you are deemed to have executed this Agreement electronically; effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- ii. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Website, you give us permission to provide these records to you electronically instead of in paper form.
- iii. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting at the Contact details provided on our Website. If you withdraw your consent to receive

such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

- iv. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information by contacting Customer Support at [info@timperio.co](mailto:info@timperio.co).

### **32. MODIFICATION**

The Terms and Conditions cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with us. Nothing in this section will prevent us from modifying the terms of these Terms and Conditions and posting such modifications on our Website. We reserve the right, in our sole and exclusive discretion, to revise these terms and conditions at any time. All revisions shall be posted on this page. Since you are bound by all revisions made by us, you should review this page each time you connect to our Website. It is important that you fully read and understand the terms and conditions you are agreeing to be bound by, when you use this Website.

### **33. COMMUNICATIONS**

- i. Our team may send you information about offers, notices, letters and other communication to your email. You can ask us to refrain from sending you offers or promotional offers by sending us an email at [info@timperio.co](mailto:info@timperio.co) or by clicking the unsubscribe link in our emails sent to you.
- ii. You consent to receive notices and information from us in respect of the Website and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.

### **34. ENTIRE AGREEMENT**

- i. The Agreement, in connection with the obligations and rules detailed in writing on the Website, constitute the entire agreement between you and our Company and cannot be modified by you. The Terms and

Conditions cannot be modified on an individual basis by any person affiliated, or claiming affiliation, with our Company. Nothing in this subsection will prevent our Company from modifying the terms of these Terms and Conditions and posting such other modified terms and conditions.

ii. You acknowledge that, in entering into this Agreement, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

iii. **CONTACT US**

i. For any further clarification of our Terms and Conditions, please write to us at [info@timperio.co](mailto:info@timperio.co).

ii. Our Permanent Address is Oleificio Timperio Michele & Figli S.n.c., Corso Vittorio Emanuele 19, 86044 Colletorto (CB), Italy.

iii. Our legal representatives can be contacted at +39 0874 730 191.

iv. Our Dispute Resolution team can be contacted at [info@timperio.co](mailto:info@timperio.co).