

Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the web site www.yourtrueitaly.com that provides content, consultancy services and vacation packages is offered to the users.

1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Owner: Your True Italy**, with registered address in Cascina Tolcinasco, CAP 20090, Pieve Emanuele (MI), VAT number/Tax code 11864660961, _____, fully paid-up share capital of 17.000,00 €, , certified e-mail address (PEC) yourtrueitaly@pec.it
- **Application**: the web site www.yourtrueitaly.com
- **Products**: the services provided to the user by the Owner and the goods and / or the services provided through the Application by a third-party provider.
- **User**: any person who accesses and uses the Application
- **Consumer User**: the natural person who enters into a contract for purposes which are not related to his trade, business or profession
- **Third-party Provider**: the natural or legal person, other than the Owner, who offers the Products through the Application in the performance of their trade, business or profession
- **Content**: any textual or multimedia element in the Application, by way of example announcements, insertions, reviews, images, etc.
- **Conditions**: this contract which governs the relationship between the Owner and the Users as well as the sale or supply of the Products offered by the Owner through the Application.

2. Relationship between the Owner, Third-party Providers and Users

The Application hosts a platform managed by the Owner which allows the contact of Users interested in the Products offered by the Owner and Third-party Providers.

Should the Products be offered by a Third-party Provider, the Owner is not party to the relationship between the User and the Third-party Provider and therefore shall not be under any liability from such relationship. The Owner shall be considered only as a mere technical operator of the Application. Therefore, any contract entered into between Third-party Providers and Users is not subject to the Conditions.

3. Scope of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. Should the User not accept the Conditions and / or any other note, legal notice, information published or referred to therein, the User shall not use the Application or the services related.

The Owner may amend the Conditions at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order or request for the supply of a Product.

Before using the Application, the User is required to read the Conditions carefully save or print them for future reference.

The Owner reserves the right to change, at his own discretion and at any time, the graphic interface of the Application, the Contents and their organisation, as well as any other feature that characterises the functionality and management of the Application, communicating to the User the relative instructions, when necessary.

4. Purchase or delivery request through the Application

All Products offered through the Application are described in detail in the relevant product pages (quality, features, availability, price, supply and execution times, accessory charges, etc.). Some errors, inaccuracies or small differences between what is published in the Application and the Product may occur. Furthermore, the images of the Products shall be considered as a mere representation and do not constitute a contractual element.

Purchases and / or delivery requests of one or more Products through the Application are permitted to Consumer Users.

Purchases and / or delivery requests are permitted only to natural persons of legal age. For minors, any purchase and / or request for the supply of Products through the Application shall be examined and authorised by the parents or those exercising parental authority.

The offer of Products through the Application shall be deemed as an invitation to prepare an offer and the order sent by the User as contractual purchase proposal and / or a delivery request, subject to the confirmation and / or the acceptance of the Owner as described below. Therefore, the Owner has the right to accept or refuse the User's order or delivery request at its discretion.

Accordingly, the User is not entitled to complain about the Owner's decision for any reason.

The contract of sale or provision of the Products is deemed to be concluded with the Owner's acceptance of the User's contractual purchase proposal or delivery request. The Owner shall inform the User of the acceptance by sending an order confirmation to the e-mail address indicated by the User or by displaying a web order confirmation page. The confirmation shall contain the date of the order, User's data, the characteristics of the Product and the information on its availability, the price or the manner in which the price is to be calculated, further charges and / or taxes, if any, supply and execution times, the procedures for exercising the right to withdrawal or its possible exclusion and the guarantee.

The contract of sale or supply of the Products is not effective between the parties in absence of what is indicated in the preceding paragraph.

In the event that the Product is not available, the Owner shall inform the User the new terms of delivery and ask if the User intends to confirm the order. It is understood that the contract shall be deemed as concluded only with reference to the Products accepted by the Owner.

The User shall verify the correctness of the data reported in the order confirmation and immediately notify the Owner of any errors. The User shall keep a copy of the order, of the confirmation and of the Conditions.

5. **Prices and payments**

For each Product the price including VAT, if due is indicated. If the price cannot be calculated in advance, due to the nature of the Product, the methods for calculating the price shall be indicated.

Furthermore, all possible taxes, additional costs which may vary depending on the payment method used shall be indicated. If these expense items cannot reasonably be calculated in advance, there shall be an indication of which expenses to be charged to the User.

The Owner reserves the right to change the price of the Products as well as any additional costs at any time. It is understood that price changes shall in no case affect the contracts already concluded before such change.

The User undertakes to pay the price of the Product within the times with and methods indicated in the Application and to communicate the information requested.

The Application uses third-party tools for processing payments and does not enter in any way into contact with the payment data provided (number of credit cards, name of the holder, password, etc.).

Should these third party tools deny payment authorisation, the Owner shall not provide the Products and cannot be held responsible in any way.

6. **Billing**

The User who intended to receive the invoice for the payment shall provide the Owner with the billing information. In this case, the User declares that the information provided is true and releases the Owner from any liability in this regard.

7. **Delivery method of services**

The Owner shall provide the services to the User, in the manner and at the time indicated in the Application and detailed in the order confirmation.

In the event that it is not possible to supply the services within the aforesaid terms, the Owner shall promptly notify the User via e-mail, indicating the expected time of the delivery or the reasons that make the delivery impossible.

If the User does not intend to accept the new term or the delivery has become impossible, he can request the refund of the amount paid. The refund shall be paid promptly with payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of refund request.

8. **Consumer User's right to withdrawal from the purchase of services**

The Consumer User who, for any reason, is not satisfied with the Product has the right to withdraw from the contract without penalty and without specifying the reason, within the term of 14 days from the date of signature of the contract, by sending a written communication to the e-mail address dreamtrip@yourtrueitaly.com, using the optional withdrawal form in the following article or any other written declaration.

In case of withdrawal exercised correctly, the Holder shall refund the payments received by the User. The refund shall be paid promptly with payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of refund request.

In the event of a request for the provision of a service, the Consumer User acknowledges and agrees to lose the right to withdrawal after the complete provision of the service if the service began with his express agreement and with the acceptance of losing the right to withdrawal after the service has been performed, pursuant to Section 59, lett. a) of the Italian Consumer Code. Furthermore, the Consumer User acknowledges and agrees to lose the right to withdrawal in case he has requested the service to begin during the withdrawal period, pursuant to Section 51, paragraph 8 of the Italian Consumer Code.

Where the provision of the service has not been completely carried out and the Consumer User intends to withdraw from the

contract, the Consumer User remains obliged, pursuant to Section 57, paragraph 3 of the Italian Consumer Code, to pay the Holder an amount proportional to what has been executed up to the moment in which the right to withdrawal has been exercised.

9. **Optional form to exercise the right to withdrawal**

The User can withdraw from the contract by using the following form, which must be completed in its entirety and sent to the e-mail address dreamtrip@yourtrueitaly.com before the withdrawal period has expired:

I hereby communicate the withdrawal from the sales or supply contract relating to the following product _____

Order number: _____

Date of the order: _____

Name and surname: _____

Address: _____

E-mail associated with the account from which the order was made: _____

Date: _____

10. **Industrial and intellectual property rights**

The Owner declares to be the owner and / or licensee of all intellectual property rights relating to and / or relating to the Application and / or the Content available on the Application. Therefore, all the trademarks, figurative or word and all other signs, commercial names, service marks, word marks, commercial names, illustrations, images, logos, contents relating to the Application are and remain the property of the Owner or its licensees and are protected by the laws in force on the trademarks and by the relative international treaties.

The Conditions do not grant the User any license for use relating to individual contents and / or materials available therein, unless otherwise regulated.

Any reproductions in any form of the explanatory texts and the Contents of the Application, if not authorised, will be considered violations of the intellectual and industrial property right of the Owner.

11. **Exclusion of warranty**

The Application is provided "as is" and "as available" and the Owner does not provide any explicit or implicit guarantee in relation to the Application, nor does it provide any guarantee that the Application will satisfy the needs of the Users or that it will not have never interrupt or be error-free or free of viruses or bugs.

The Owner will endeavour to ensure that the Application is available continuously 24 hours a day, but cannot in any way be held responsible if, for any reason, the Application is not accessible and / or operational at any time or for any period . Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to the owner's will or due to force majeure events.

12. **Limitation of liability**

The Owner shall not be held liable towards the User, except in the case of wilful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User as a result of failure to execute the contract for reasons not attributable to him, the User only having the right to a full refund of the price paid and of any additional charges incurred.

The Owner assumes no responsibility for any fraudulent or illegal use that may be made by third parties of credit cards and other means of payment, since he does not enter in any way in contact with the payment data used (credit card number, name of the holder, password, etc.).

The Owner shall not be held liable for:

- any loss of business opportunities and any other loss, even indirect, possibly suffered by the User that is not a direct result of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties
- the issue of incorrect documents or fiscal data due to errors in the data provided by the User, the latter being the only person responsible for the correct insertion

In no case the Owner shall be held liable for a sum greater than twice the cost paid by the User.

13. **Force majeure**

The Owner shall not be held responsible for the failure or late fulfilment of its obligations, due to circumstances beyond its reasonable control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

The fulfilment of the obligations by the Owner shall be considered suspended for the period in which events of force majeure occur.

The Owner will perform any act in his power in order to identify solutions that allow the correct fulfilment of his obligations despite the persistence of events due to force majeure.

14. **Links to third-party web sites**

The Application may contain links to third-party web sites / applications. The Owner has no control over them and, therefore, is in no way responsible for the contents of these sites / applications.

Some of these links may link to third-party sites / applications that provide services through the Application. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties will be applied to the individual services, with respect to which the Owner assumes no responsibility.

15. **Privacy**

The protection and processing of personal data will be in accordance with the Privacy Policy which can be consulted on the page [_____](#)

16. **Applicable law and jurisdiction**

The Conditions are subject to Italian law.

For Consumer Users, any dispute concerning the application, execution and interpretation of these Conditions shall be referred to courts where the Consumer User resides or has elected domicile, if located in the territory of the Italian Republic, without prejudice to the right of the User Consumer of going to court other than the "consumer court" pursuant to Section 66 bis of the Italian Consumer Code, competent for the territory according to one of the criteria of the Sections 18, 19 and 20 of the civil procedural code.

The application to Consumer Users who do not have their residence or domicile in Italy of any more favourable and mandatory provisions established by the law of the country in which they have their residence or domicile is reserved, in particular in relation to the term for the exercise of the right of withdrawal, after the return of the Products, in case of exercise of this right, the formalities of the communication and the legal guarantee of conformity.

For Users who are not Consumers, any dispute concerning the application, execution and interpretation of these Conditions will be referred to the forum of the place where the Owner is based.

17. **Online dispute resolution for Consumer Users**

The consumer user residing in Europe shall be aware of the fact that the European Commission has established an online platform that provides an alternative dispute resolution tool. This tool can be used by the Consumer User to resolve any dispute relating to and / or deriving from contracts for the sale of goods and the provision of services concluded online. Consequently, the Consumer User can use this platform for the resolution of any dispute arising from the contract entered into online. The platform is available at the following address: ec.europa.eu/consumers/odr/

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