

These **Conditions of Use** establish the rules of use of the site <https://www.torberosazza.com/> ("**Website**") by visitors and users of the Website as well as the areas and/or sections of the Website dedicated and reserved for registered users. The Website is owned by Genagricola SpA with registered office in Via Trento, 8 - 34132 TRIESTE (TS) - P.IVA 00117120329.

We invite you to carefully read these Conditions of Use, which apply to all visitors and/or users of the Website before continuing to access and/or use the Website. By continuing to browse or use the Website you implicitly confirm your acceptance of these Terms of Use.

## **1. MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

1.1 Genagricola SpA reserves the right to modify or simply update all or part of these Conditions of Use. Modifications and updates to the Conditions of Use will be notified to users on the Home Page of <https://www.torberosazza.com/> as soon as they are adopted and will be binding as soon as they are published on the Website in this same section. Users are therefore required to read the Terms of Use of the Website periodically in order to be constantly aware of the conditions applied. It should be noted that the use of the Website by users after the Terms of Use of the Website have been amended implies acceptance of the amendments made.

## **2. THE WEBSITE AND ITS FUNCTIONS**

2.1 Through the Website, Genagricola SpA promotes and provides information on products, the location of the Cantina **Torre Rosazza** situated in **Località Poggiobello, 12 33044 Manzano UD**, Italia and the possibility of booking guided tours and stays at the Cantina.

2.2 In some sections of the Website, visitors and/or users may be asked to register and/or activate a personal account by entering their own data in order to use and purchase the services offered, be included in specific mailing lists and/or receive newsletters on the products and initiatives offered by Genagricola SpA, participate in promotional events promoted by Genagricola SpA or for other purposes. Where appropriate, these sections of the Website will be regulated by specific terms and conditions and specific consents will be requested.

## **3. REGISTRATION AND OPENING OF A PERSONAL ACCOUNT**

3.1 In order to access the services and certain functions of the Website, you will be required to provide certain data for which you will be responsible for their accuracy and updating. If you create an Account, you shall be responsible for all activities that occur under that Account unless you inform us and/or prove that the Account has been used by a third party in a fraudulent manner. It is understood that you are directly responsible for the confidentiality of your access data and for preventing third parties from using your access data and/or your Account without your prior consent.

Genagricola SpA, at any time and without prior notice, may cancel or suspend your Account if it reasonably believes that you or any third party is using or is using your Account in violation of these Terms of Use. You may cancel your registration and your Account at any time by accessing your profile area.

## **4. USE OF THE WEBSITE BY USERS**

4.1 Users and visitors are allowed to use the Website and its content exclusively in accordance with these Terms of Use and the applicable legislation.

4.2 Users and visitors acknowledge and agree that they may not directly or by assisting third parties to:

- (a) copy, reproduce, publish, distribute, upload, encode, modify and license in whole or in part, the Website or its content;
- (b) access or use the Website or its contents for any commercial or advertising purpose or for any unlawful or prohibited purpose;
- (c) use any automatic or manual process to reproduce in any way the structure or appearance of the Website or its content;
- (d) use any device, software, mechanism or other technology with the aim of interfering with the correct functioning of the Website.

4.3 Genagricola SpA reserves the right to interrupt or suspend your use of or access to the Website without notice if it reasonably believes that you have violated the Conditions of Use.

## **5. COPYRIGHT**

5.1 By way of example but not limited to, the Website, the pages that compose it, the technologies, the platform, the ideas, the logos and brands present on the Website, the graphics, the texts, the audio/video files, the photographs, the images, the drawings, the scripts and more generally any other creativity connected to the Website and the services are the exclusive property of Genagricola SpA and as such may not be reproduced, used or represented by users, with the exception of cases where it is expressly permitted and within the limits of what is permitted.

5.2 Users are granted a non-transferable right to use the Website and/or any services offered, limited to private, non-commercial use.

5.3 Any feedback, comments, suggestions and ideas sent by the user to the Website with reference to the Website will be considered non-reserved and non-proprietary. Genagricola SpA reserves the right to use such content free of charge and without limitation and, in particular, by way of example, Genagricola SpA may store, archive, reproduce, publish, divulge, display, modify and translate said content.

## **6. PRIVACY**

6.1 The personal data of users that you may provide is collected and processed in order to respond to your requests. Genagricola SpA guarantees its users that it operates in compliance with the regulations regarding the processing of personal data, governed by the Privacy Code as per Legislative Decree No. 196/2003.

6.2 The privacy policy is to be considered an integral and substantial part of these Conditions of Use and is accessible in the Privacy section of the Website or from the link: <https://torrerosazza.com>

## **7. EXCLUSION OF LIABILITY - THIRD PARTY SITES**

7.1 The Website may include information taken from public sources and/or links to external sites or web pages managed by third parties. Genagricola SpA has no control over the content, safety and reliability of such content and links. Through these links, Genagricola SpA merely facilitates access to such websites without assuming any responsibility for their content or for any violations of the law or infringement of the rights of third parties occurring on such pages, for which the owners of such pages are responsible. Any links to third party sites do not represent and cannot be interpreted in any way as an approval by Genagricola SpA of their content.

7.2 This exclusion of responsibility is valid for all the links displayed on the Website <https://torrerosazza.com> and for the contents of the websites to which the User is directed through such links.

## **8. LIMITATIONS OF RESPONSIBILITY**

8.1 Genagricola SpA does not guarantee the functionality of the Website, although it undertakes to use the best technology known to it and the best resources available. Therefore, Genagricola SpA cannot in any case be held responsible for delays or malfunctions in the performance of the Website due to events beyond its reasonable control such as, for example: (i) events of force majeure; (ii) events dependent on the actions of third parties such as, for example, the interruption or malfunction of third party services.

8.2 In the event of an interruption in the functionality of the Website, Genagricola SpA undertakes to restore it as quickly as possible. In any case Genagricola SpA cannot be held responsible for malfunctions due to defects in the means necessary for access, improper use of the same and/or the methods of accessing the Website. Furthermore, Genagricola SpA cannot in any case be held responsible to Users or third parties for loss of profit, loss of earnings, nor for any other form of loss of profit or indirect or consequential damage connected to the use of the Website.

## **9. APPLICABLE LAW AND JURISDICTION**

9.1 These Conditions of Use shall be interpreted and regulated by Italian law.

9.2 Any disputes between Genagricola SpA and users connected to the use of the Website are reserved to Italian jurisdiction and shall fall under the exclusive competence of the Court of Trieste if the User is not a consumer under the Consumer Code, while the Court of the place where the User resides shall be competent if the User is a consumer under the Consumer Code.

For the sake of completeness, we inform the User-consumer that in the event of a dispute, it is possible to file a complaint pursuant to Article 14 of Regulation 524/2013 through the ODR platform of the European Union, which can be reached at the following link <http://ec.europa.eu/consumers/odr/>. The ODR platform constitutes an access point for consumer users who wish to resolve disputes arising from online sales or service contracts out of court. The address of Genagricola SpA for this eventuality is the following: Via Trento, 8 - 34132 TRIESTE (TS)

## **10. GENERAL CLAUSES**

10.1 If any of the conditions set out in these Terms of Use are deemed unlawful, invalid or unenforceable, the same shall be understood to have been modified to the minimum extent necessary to make it lawful, valid or enforceable and the remaining conditions shall remain in full force and effect.