

Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the web site www.raphaeldigitalart.it that provides vendita software is offered by the Owner

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:** **RAPHAEL DIGITAL ART S.R.L.**, VAT number/Tax code 18000861007, REA 1755169, fully paid-up share capital of 10.000,00 €, certified e-mail address (PEC) raphaeldigitalart@pec.it
- **Application:** the web site www.raphaeldigitalart.it
- **Products:**
 - digital products (contents and services provided in digital format) sold by the Owner
- **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
- **Conditions:** this contract which governs the relationship between the Owner and the Users as well as the sale of the Products offered by the Owner through the Application.

2. 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 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, even after the User has registered, 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.

3. Purchase 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 of one or more Products through the Application are permitted to Consumer Users.

Purchases requests are permitted only to natural persons of legal age. For minors, any purchase 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, 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 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. 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 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.

4. Registration

To take advantage of the features of the Application, the User shall register and provide, truthfully and completely, all data requested in the registration form and accept the privacy policy (<https://www.raphaeldigitalart.it/writable/uploads/legal/privacy.pdf>) and the Conditions.

The User has the responsibility to keep login credentials. The login credentials shall be used exclusively by the User and cannot be transferred to third parties. The User undertakes to keep them confidential and to ensure that no third party has access to them. Should the User suspect or become aware of any improper use or disclosure, he shall immediately inform the Owner.

The User guarantees that the personal information provided during the registration procedure is complete and truthful and undertakes to hold the Owner harmless from any damage, indemnity and / or penalty resulting from and / or in any way connected to the infringement by the User of the Application registration rules or the storage of the login credentials.

5. Account cancellation and closure

The registered User can interrupt the use of the Application at any time and deactivate his account or request the cancellation through the Application interface, if possible, or by sending a written communication to the e-mail address raphaeldigitalart@gmail.com.

In case of violation by the User of the Conditions or of the applicable legal provisions, the Owner reserves the right to suspend or close the User's account at any time and without notice.

6. Prices and payments

For each Product the price excluding 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.

7. 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.

8. Delivery method of digital Products

The Owner shall deliver the digital Products, including any digital Products supplied on material medium 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 provide the digital Products 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.

9. User's right to withdrawal from the purchase of digital products

The Consumer User 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 raphaeldigitalart@gmail.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.

The User acknowledges and accepts to lose the right of withdrawal after the digital product has been downloaded or used.

10. Exclusion of the right to withdrawal of the User

The right to withdrawal from the contract of sale of the Products by the Consumer User is excluded relatively:

- to the supply of Products for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period
- the supply of Products made to the Consumer's specifications or clearly personalised
- to the supply of Products which are liable to deteriorate or expire rapidly. The same applies to all foodstuff Products (including beverages) whose characteristics are subject to alteration also due to incorrect conservation
- to the supply of sealed Products, which have been unsealed by the User and are not then suitable for return due to health protection or hygiene reasons
- to the supply of Products that, according to their nature, been inseparably mixed with other items after delivery
- to contracts where the User has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. Where on the occasion of such a visit the trader provides related services in addition to those specifically requested by the User or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the right of withdrawal applies to those additional related services or goods
- to the supply of sealed audio or video recordings or computer software and that have been unsealed after delivery
- to the supply of newspapers, periodical or magazines with the exception of subscription contracts for the supply of such publications
- to contracts concluded at a public auction
- the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance

For more information, the User shall contact the Owner at the e-mail address raphaeldigitalart@gmail.com.

11. 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 raphaeldigitalart@gmail.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: _____

12. Guarantee of conformity of digital products for consumer users

Consumer Users are ensured the guarantee of conformity, provided for by articles 135-decies and following of the Consumer Code, for all digital products sold through the Application, with the exception of the exclusion cases hypotheses provided for in article 135-novies of the Consumer Code.

The Owner is liable responsible for any lack of conformity that occurs within two years from the date of supply. Any lack of conformity must be reported by the Consumer User within twenty-six months from the date of supply or from the last act of supply. When the sales contract provides that the digital products are provided for a certain period of time, the obligation to ensure compliance remains for the entire duration of that period.

If the Consumer User intends to take advantage of the remedies provided for by the guarantee of conformity, he must send a written communication to the e-mail address raphaeldigitalart@gmail.com. The Owner shall will promptly reply to the communication of the alleged lack of conformity and shall will indicate to the Consumer User the specific procedure to follow.

For anything not provided for in this clause, the articles from articles. From article 135-octies to article 135-vicies bis of the Consumer Code and the articles of the civil code regarding the formation, validity and effectiveness of contracts, including the consequences of terminating the contract and the right to compensation for damage.

13. Industrial and intellectual property rights

All the contents of the Application, including texts, documents, trademarks, logos, images, graphics, their arrangement and their adaptations are protected by copyright and trademark legislation. The Application may also contain images, documents, logos and trademarks of third parties which have expressly authorized the Owner to be published in the Application. Except for strictly personal uses, it is not allowed to copy, alter, distribute, publish or use the Contents without the specific authorization of the Owner.

14. 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.

15. **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.

16. **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.

17. **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.

18. **Privacy**

The protection and processing of personal data will be in accordance with the Privacy Policy which can be consulted on the page <https://www.raphaeldigitalart.it/writable/uploads/legal/privacy.pdf>

19. **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.

20. **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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