

# TERMS AND CONDITIONS OF USE

## "The Spring of Data"

### 1) INTRODUCTION:

The User acknowledges and accepts that the only valid and effective version of "Terms and Conditions of Service" is the one in Italian, while the other versions provided in any other foreign language are made available as a courtesy only.

This document governs the Terms and Conditions of the Service called "The Spring of Data" (hereinafter also referred to as "the Service"), made available by PEDROLLO S.P.A.:

- address: Via E. Fermi 7, San Bonifacio (37047 – VR)

- E-mail: [thespringofdata@pedrollo.com](mailto:thespringofdata@pedrollo.com)

### 2) ACCEPTANCE OF TERMS AND CONDITIONS

Before accessing and using the Service, the User is required to read this document carefully and accept it in full; in case of doubt, before acceptance, the User may contact PEDROLLO S.P.A. who will be happy to provide any clarification.

If the User accesses the Service outside Italy, he does so under his full and exclusive responsibility also in relation to compliance with the laws of the place where he resides at that time, applicable to access and use of the Service.

### 3) DEFINITIONS:

- "The Spring of data": name of the Service provided by PEDROLLO S.P.A subject of these Terms and Conditions
- "User": user of the Service to whom different access privileges can be recognized, as indicated below.

### 4) PURPOSE OF THE SERVICE

The Service is intended to present to the User the products of PEDROLLO S.P.A. and their characteristics, in order to promote knowledge, facilitate their selection and encourage their sale.

The User undertakes to use the Service in accordance with the principles of fairness.

As the Service is provided for informational purposes only, it cannot be considered or substituted for the advice of a qualified professional.

Following the use of the Service, the User is not obliged to make any purchase of products.

If the User decides to proceed with the purchase of a product, he can contact the dealers / distributors of the area and the contractual conditions relating to the sale of that product will apply.

### 5) USERS

The Service is free and is aimed at the following categories of Users:

- Unregistered general user
- Registered general user
- Authorized registered user

**The Unregistered General User** is the individual acting on his/her behalf or on behalf of the organization he/she belongs to who accesses the Service upon acceptance of this document, without providing his/her identification data, and who is allowed to (i) view product information and identification codes; (ii) generate the output result represented by the specification of the product that meets the required/inserted conditions; (iii) print the output data.

**The Registered General User** is the individual acting on his/her behalf or on behalf of the organization he/she belongs to who accesses the Service after accepting this document and who, by voluntarily providing his/her identification data, activates the creation of his/her own account. Access to the Service through an account allows (i) the display of product information and

identification codes; (ii) the generation of the output result represented by the specification of the product that complies with the required/inserted conditions; (iii) the printing of the output data; (iv) the display of additional product information than the non-registered general user.

**The Authorized Registered User** is a registered general user who accesses the Service upon acceptance of this document and to whom, due to his specific professional qualification (dealer, consultant, employee, etc.) and in response to a request, a privileged access profile may be associated, at the total discretion of PEDROLLO S.P.A., through which it is possible, in addition to what has been said above for the Registered General User, (i) access a more extensive product catalog, (ii) access product information with the highest level of detail; (iii) store research and results for future consultations, (iv) use calculation tools as a support for sizing and product selection.

Opening accounts using bots or other automated means, is not allowed.

## **6) REGISTRATION**

User registration is a wizard intended for individuals over eighteen years old.

Users who wish to cancel their registration may proceed at any time by sending an e-mail to PEDROLLO S.P.A or, if present, by following the appropriate cancellation wizard.

For information on the processing of personal data provided in relation to the Service, please refer to the [Privacy Policy pursuant to articles 13-14 GDPR](#).

## **7) PROCESSING OF RESULTS**

The Service allows the User to consult the product catalog and access the information of the latter and to carry out a search to identify the products that meet the requirements indicated by the User.

Any assistance to the User in the use of the Service is excluded.

The Service has been prepared and configured in order to fulfill the purpose described in point 4 with the clarification that:

- the results are processed after entering values by the User, who is only partially guided in this activity.
- The elaboration of the proposed final solution takes place taking into account in a combined way formulas, statistical values and bibliographic evidence. PEDROLLO S.P.A. does not guarantee that the indications provided by the Service are the best in absolute terms.

For more information on the method of processing the results provided by the Service, please contact PEDROLLO S.P.A.

## **8) ACCOUNT CLOSURE**

The User is free to close his/her account and cease using the Service at any time by submitting a request to PEDROLLO S.P.A. at the contact details indicated in this document or, if present, by following the appropriate account closure procedure.

## **9) ACCOUNT SUSPENSION AND CANCELLATION**

In case of non-access to the Service for a period of time exceeding 12 months, PEDROLLO S.P.A. reserves the right to cancel the User's account. In this case, the User who wishes to use the Service after such deletion, may create a new account.

Furthermore, PEDROLLO S.P.A. reserves the right to suspend or cancel a User's account at any time at its discretion and without notice, in the event of violation or non-compliance by the User with these Terms and Conditions.

Suspension or cancellation of the account does not give the User any right to compensation or indemnity.

## **10) CONTENT RIGHTS AND TRADEMARKS**

The Service, all its contents and each of the elements that compose it – including the trademarks mentioned or reproduced, the designs and patents relating to the products – are subject to the rules on copyright and other regulations in force on intellectual and industrial property.

All rights hereunder are reserved.

These contents may be consulted for the purposes related to the use of the Service, and any other use is expressly prohibited without the prior written consent of PEDROLLO S.P.A. or its successors.

Use, copying or modification of any content for commercial purposes or distribution to other websites is prohibited.

## **11) DISCLAIMER OF WARRANTIES**

For the provision of the Service, the technology currently and usually used in the sector is used. If you use outdated or commonly used technologies, you may only be able to use the Service to a limited extent.

PEDROLLO S.P.A. undertakes to ensure that the Service is of quality and in line with the User's needs, however neither PEDROLLO S.P.A. nor do the parties involved in any way with the realization of the Service guarantee that the Service meets the needs or expectations of the User or that it will be uninterrupted, timely, fully functional and accurate.

Furthermore, although every reasonable care has been taken to ensure that the Service, the information contained therein and the output data are correct and accurate, it is not excluded that there may be errors, inaccuracies or omissions for which PEDROLLO S.P.A. declines all responsibility.

## **12) NUCLEAR POWER PLANTS, AIRCRAFT, SPACECRAFT AND MISSION CRITICAL SYSTEMS**

The portal and the Service cannot be used for the design and study of products \ systems for nuclear power plants, aircraft and spacecraft or mission critical systems for humans.

## **13) DISCLAIMER AND LIMITATION OF LIABILITY**

The Service is provided on an "as is," "as available," and "as is" basis. PEDROLLO S.P.A. reserves the right to limit or interrupt, at any time, total or partial access to the Service.

PEDROLLO S.P.A. is exempt from any liability, consistent with the provisions of the applicable law, for any damage, direct or indirect, of any kind and nature, including loss of profit, deriving from or connected to the use or non-use of the Service and its contents, as well as errors or omissions; in addition, it will not be liable for any damage to computer devices or equipment or viruses arising out of or related to access or use of the Service.

Furthermore, PEDROLLO S.P.A. will not be responsible for any disappearance or loss of User data due to any defects or problems in the equipment used for the provision of the Service or for any failures in communication networks.

## **14) TERMS OF USE**

The Service may only be used for the purposes for which it is offered, subject to these Terms and Conditions and in accordance with applicable law.

The User is prohibited from *i*) violating or circumventing the limits of use indicated by PEDROLLO S.P.A.; *ii*) use the Service for the purpose of creating a competitive Service or copying features or interfaces; *iii*) remove or obscure any proprietary or other notices included in the Service's output reports or other documents; *iv*) use or permit the use of the Service for any illegal or misleading purpose; *v*) test, analyze or test the vulnerability of the Service and connected networks, breach security or authentication procedures.

You may not install, integrate, upload or otherwise embed any viruses, Trojan horses, worms or other material that is harmful or potentially harmful.

It is not permitted to use the Service in any way that includes or makes references to illegal, obscene, threatening, defamatory, privacy-invasive content, that violates intellectual property rights, that constitutes or may constitute damage to PEDROLLO S.P.A. or to Third Parties.

## **15) INFORMATION RIGHTS AND LIMITATIONS**

PEDROLLO S.P.A. assumes no obligation to monitor ideas, concepts, proposals, drawings, suggestions, comments or any other information (collectively, "Ideas") that has been sent to PEDROLLO S.P.A. through any channel.

The User acknowledges that, in case of sending, PEDROLLO S.P.A. may use said Ideas freely without any obligation of confidentiality, payment for their value or any other liability towards any person who has sent such Information.

In any case, the User is not permitted to transmit, send or otherwise communicate discriminatory, offensive or defamatory content towards PEDROLLO S.P.A. or Third Parties; content that constitutes or represents an expression of political or religious activities; content that represents or is linked to malware; contents that violate the copyright or other intellectual property rights of PEDROLLO S.P.A. or of third parties; content that constitutes or incites to crime; content that violates laws, regulations or public and moral order; content that is misleading or contrary to the truth; Content that can potentially be classified as above.

## **16) LIABILITY FOR LINKED WEBSITES**

The Service contains links to other websites and makes Third Party applications available. PEDROLLO S.P.A. wishes to clarify that it has no influence on the configuration, availability, accessibility and content of the sites or applications with which a link is established. It is therefore unable to provide any guarantee as to the topicality, correctness, completeness or quality of the information contained therein.

The conditions applicable to any resources provided by Third Parties, including those applicable to any granting of rights to content, are determined by the Third Parties themselves and governed by their terms and conditions or, in their absence, by law.

## **17) OPERATION OF THE SITE**

PEDROLLO S.P.A. reserves the right to suspend the operation of the portal and the Service even without notice, for reasons of maintenance and/or updating. You may also modify and/or interrupt the Service, at its sole discretion, without giving any notice.

## **18) FINAL PROVISIONS**

Under no circumstances may any breach and/or behaviour of the User that differs from these Terms and Conditions be considered as exceptions to them or tacit acceptance of the same, even if not contested by PEDROLLO S.P.A.

Any failure of PEDROLLO S.P.A. to exercise or enforce any right or clause referred to in this document does not constitute a waiver of such right or clause.

## **19) NON-EU USERS**

PEDROLLO S.p.A. acknowledges that it is possible for the User to obtain access to the portal from anywhere in the world and cannot prevent or limit such access.

However, PEDROLLO S.P.A. wishes to clarify that the Service has been designed to comply with European laws. If the use by the User is contrary to the laws of the place where he is located at the time of access, the portal is not intended for the User and PEDROLLO S.P.A. asks not to use it.

You are responsible for informing yourself about the laws of your jurisdiction and for complying with them.

Access to the materials is prohibited for Users from areas where such materials are not considered to comply with the law.

## **20) REVISION OF TERMS**

PEDROLLO S.P.A. reserves the right to modify the Terms and Conditions of Service at its discretion at any time, without cause or notice and without the need to give specific notice to Users.

Since the User is bound by the updated Terms and Conditions following such change, the User is obliged to periodically check the latest update. To facilitate consultation, the date of last modification will always be available at the bottom.

PEDROLLO S.P.A. will not be responsible for damages or inconveniences suffered by the User in relation to the revision of the Terms.

## **21) SEPARABILITY**

If any provision of the Terms is void, invalid or unenforceable, the remaining provisions of the Terms will remain in effect.

## **22) JURISDICTION AND COMPETENT COURT**

These Terms and Conditions of use of the Service are subject to Italian law and will be interpreted in accordance with the same.

All disputes arising out of or related to the use of "The Spring of data" Service will be subject to the exclusive jurisdiction of the Court of Verona (Italy) to the exclusion of any other forum.

Last updated: June 2023