



## **WEBSITE TERMS OF USE**

**Effective since 05/10/2020**

### **Premises:**

these terms of use govern access to and use of this website [www.laleccia.it](http://www.laleccia.it) (hereinafter the "Site").

The Site is owned by FATTORIA LA LECCIA SOCIETÀ AGRICOLA A R.L. with registered office in 50129 Firenze, Via Lorenzo Il Magnifico n. 14, C.F./Partita IVA e Registro Imprese FI IT 05451040488 - R.E.A. FI n. 547829 - Cap. Soc. € 10.500 i.v.- Subject to coordination and coordination of the sole shareholder Sammontana Finanziaria s.r.l. (hereinafter referred to as "Fattoria La Leccia" or the "Owner"). Fattoria La Leccia is also the owner of the domain name.

Through the Site it is possible to purchase Products sold by the Owner through a special e-commerce platform (hereinafter referred to as the "Platform"). Before proceeding with the purchase of Products through the Site, the User is therefore required to carefully read the General Conditions of Sale that Fattoria La Leccia makes available in the "Legal and Services" section and which can be consulted at the link [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General\\_Conditions\\_Sale.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/General_Conditions_Sale.pdf), whose storage and reproduction is allowed, together with all the Consumer Information, Privacy Policy and Cookie Policy, which can be consulted at the links

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer\\_withdrawal\\_claims\\_complaints.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Consumer_withdrawal_claims_complaints.pdf)

[https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf)

<https://www.laleccia.it/en/cookie-policy.html>

before and during the purchase process.

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### **1. SCOPE OF APPLICATION**

1.1. Access to and use of the Site - including the display of the relevant web pages - are activities governed by these Terms and Conditions of Use ("TCU") reported at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website\\_terms\\_use.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/website_terms_use.pdf).

These activities, as well as the access and use of the Platform, presuppose the reading, knowledge and acceptance of the TCUs.

The TCUs are related to the relationship established between the User and the Owner and/or Manager and they regulate the use of the Site and the Platform, according to their functional characteristics. The User, before starting to use the Site, including the relevant web pages, and the Platform - or even if he/she is directed to the Site and/or the Platform from another source, such as an Internet search engine, a third party website and/or social network - is invited to read the TCUs.



By accessing the Site and/or the Platform, the User accepts without limitation or reservation the TCUs. If you do not accept the TCUs, you may not use the Site or the Platform.

1.2. Neither the present TCUs nor the General Conditions of Sale regulate the sale of products and/or the supply of services by third parties, other than Fattoria La Leccia, that are present on the Site through links, banners or other hypertext links. Before making commercial transactions with such subjects it is necessary to verify their conditions of sale. Fattoria La Leccia is not responsible for the supply of services and/or the sale of products by such subjects. Fattoria La Leccia and/or the Manager do not carry out any control and/or monitoring on the websites that can be consulted through such links. Fattoria La Leccia is therefore not responsible for the contents of such sites nor for any errors and/or omissions and/or violations of the law by the same, as further specified in the following art. 4.4.

1.3 Due to eventual updates, maintenance activities, technical innovations connected to the Site functionalities and/or following modifications of the legal framework of reference and relevant TCUs, Fattoria La Leccia reserves the right to modify, amend or update, in whole or in part, the present TCUs. The modifications and updates of the TCUs will be binding as soon as published on the Site. The User is therefore requested to access regularly to check the most recent and updated publication of the TCUs. Should the User not agree, in whole or in part, with these TCUs, he/she is requested to stop using the Site and the Platform. The access and use of the Site and the Platform, the communication with the User Service, the possibility to download information and access to the services of the Site and/or the Platform, constitute activities conducted exclusively on the assumption of having read, understood and accepted the TCUs.

## **2. USE OF THE SITE AND PLATFORM**

2.1 The access and the use of the Site and/or of the Platform, including the visualization of the web pages, the communication with Fattoria La Leccia, the possibility to make purchases of the Products are admitted only for personal and not commercial use and are addressed only to Users who have reached the age of 18 years and have the quality of Consumers. By using the Website and/or the Platform the User declares and guarantees to have reached the age of majority, to be a Consumer and to be in possession of the legal capacity required by the law for the acceptance of TCUs committing himself to observe the provisions of the same.

2.2 The User can register on the Site by creating a My Account. In this case, the User is invited to keep his/her credentials (account and password) confidential and to verify the access to his/her computer and devices, accepting, within the limits provided by the law, to be held responsible for all the activities that will be carried out through his/her account. The User also undertakes to take the necessary and appropriate measures and precautions to ensure the security and confidentiality of the password and must immediately inform Fattoria La Leccia if he suspects or becomes aware of an improper use or undue disclosure of his credentials. The User shall ensure that the data provided during registration is correct and complete by immediately notifying the Owner of any changes to the information already provided. At any time the User may update and/or modify and/or request the cancellation of the information released during Registration by sending a written request to the following e-mail address: [privacy@laleccia.it](mailto:privacy@laleccia.it). On this point, please refer to the Privacy Policy, available at [https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy\\_Policy.pdf](https://www.laleccia.it/content/dam/laleccia-website/legal-documents/Privacy_Policy.pdf).

2.3 The services provided by the Site and the Platform must in no case be used in such a way as to cause interruptions, damages or malfunctions to the Site and/or the Platform itself and their



functionalities, nor to commit unlawful acts or acts contrary to the law. Fattoria La Leccia reserves the right to prevent access to the Website and/or the Platform, to suspend or close the User's account and to remove or modify the contents of the Website and/or the Platform in case of violation of the law, of these TCUs, of the General Conditions of Sale and of any other applicable information and policies.

### **3. COPYRIGHTS**

3.1 The Website - as well as the relevant web pages - and the Platform are protected by copyright and other intellectual or industrial property rights, as well as other proprietary rights, linked to any content of the Website and/or the Platform, which belong to the Owner and/or Operator, or to Third Parties providing the Platform itself, or are rights licensed by their respective owners exclusively to the Owner and/or Operator.

3.2 The contents present within the Site and/or the Platform such as, for example, works, images, photographs, videos, documents, drawings, figures, logos, texts or any other type of material in any published format including graphics, colors, layout, software, structure and organization of the contents of the Site (hereinafter the "Material") may not be reproduced, in whole or in part, in any form, without the express written consent issued by Fattoria La Leccia.

3.3. The User is authorized only to view the Site and the Platform and its contents, as Fattoria La Leccia has the exclusive right to authorize or prohibit the extraction or direct or indirect, temporary or permanent reproduction of the Material in any way. Any reproduction, in any case with the prior written authorization of Fattoria La Leccia, must be made for lawful purposes and in compliance with copyright and other intellectual property rights.

3.4 In case of violation by the User, the failure of Fattoria La Leccia to resort to a possible judicial or extra-judicial remedy, does not constitute in any case tacit consent or tolerance to any violation of intellectual property rights of which Fattoria La Leccia is the owner nor, in general, to any violation of the present TCU.

### **4. RESPONSIBILITIES AND LINKS TO/FROM OTHER SITES**

4.1 We remind you that the User is the only one and only responsible for the non-compliant use of the Site and the Platform, with respect to the provisions of the TCUs and the laws in force, also with respect to the contents displayed, consulted, duplicated, copied, downloaded, inserted, etc. through the Site; the responsibility of the Owner and/or Manager for malicious intent or gross negligence is excluded.

4.2 The Owner and the Manager have adopted adequate technical and organizational measures to safeguard the security of the services provided, also in order to avoid risks for the personal data processed (on this last point, please refer to what is indicated in the Privacy Policy). In addition, measures are provided to ensure that the contents of the Site and the Platform are accurate and do not contain incorrect or outdated information. However, Fattoria La Leccia does not assume any responsibility towards the User for the accuracy and completeness of the contents published, reserving the right to update and/or modify the contents of the Site at any time and without incurring any liability.

4.3 Fattoria La Leccia does not provide any guarantee in relation to the Site and the Platform, nor to its contents such as, for example, any guarantee of continuity and assistance, guarantees in case of interruptions, also due to maintenance or updating activities, or operating or protection errors,



even if dependent on possible damaging computer attacks. To the maximum extent permitted by applicable law, the User therefore agrees to exempt Fattoria La Leccia from any liability, for whatever reason, for any and all possible damages, direct or indirect, that may be due to or consequent to the use of the Site and the Platform - or from the use of any linked websites - such as, for example, in case of malfunctioning of the Site and/or the Platform, error, omission, interruption of service, delayed operation or transmission, defect, line or system (hardware or software) malfunction, problems related to providers or telephone and/or telematic connections, viruses or malware and in general damages due to failure and/or malfunction of the User's electronic equipment.

4.4 Any link to or from third party websites is offered only to facilitate the use of the Site. The Owner and the Manager have no influence and control over the information and content of third party websites and do not control nor are they responsible for the management of such websites, their content and their availability for use. Therefore, nothing is guaranteed or represented with respect to such sites, the material that may be found on them or the results that may be obtained from their use. If you choose to access third-party websites, you do so at your own responsibility and risk. The User will be obliged to compensate the Owner and/or the Manager for any loss or damage suffered due to violation of any of the conditions set out in this section.

#### **4. NOTIFICATIONS, REPORTS AND QUESTIONS**

4.1 All questions regarding the TCUs, the Site and/or the Platform, their availability, security or the Material and/or content published therein, including any doubts or reports regarding invalid links, unauthorized content or other user or technical support issues, may be sent to the User Service at the contacts and in the manner described below:

- by e-mail to [ordini@laleccia.it](mailto:ordini@laleccia.it);
- by sending the Customer Service contact request form, available in the "Contact Us" section of the site;
- by mail, writing to the Customer Service of Fattoria La Leccia, via della Leccia s.n., 50051 Montespertoli (FI).

4.2 For any other legal information, the User is invited to consult the "Legal and Services" section, where he can consult the [General Conditions of Sale](#), the [Privacy Policy](#) and the [Cookie Policy](#). For further information, we therefore invite the User to access and consult the Legal and Services area of Fattoria La Leccia. For assistance, we invite you to access the User Service area of Fattoria La Leccia.

#### **5. PRIVACY**

5.1 For information on the processing of personal data, please read the [Privacy Policy](#).

#### **6. COOKIES**

6.1 For information about the use of cookies through the website, including how to set your preferences, please read the [Cookie Policy](#).

#### **7. APPLICABLE LAW AND JURISDICTION, OUT-OF-COURT SETTLEMENT OF DISPUTES - ALTERNATIVE DISPUTE RESOLUTION (ADR)**



7.1 These TCUs are governed by Italian law, with the express exclusion of the application of the so-called Vienna Convention.

7.2 For any dispute concerning the application, execution and interpretation of these TCUs, the court of the place where the User resides or has elected domicile shall have jurisdiction. This is without prejudice to the application to Consumer Users who do not have their habitual residence in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence.

7.3 In the event of disputes in which it has not been possible to find a negotiated solution, Fattoria La Leccia will provide information about the Alternative Dispute Resolution bodies for out-of-court settlement (so-called ADR bodies, as indicated in Articles 141-bis and following. Consumer Code).

7.4 Please also note that the European Commission provides a platform for the online resolution of consumer disputes (so-called ODR platform), available at the following address <http://ec.europa.eu/consumers/odr/>.

7.5 The User residing in a member state of the European Union other than Italy may also access, for any dispute relating to the application, execution and interpretation of these OTC, the European Small Claims Procedure established by Council Regulation (EC) No. 861/2007 of 11 July 2007, provided that the value of the dispute does not exceed, excluding interest, fees and expenses, Euro 2,000.00. The text of the Regulation can be found on the website [www.eur-lex.europa.eu](http://www.eur-lex.europa.eu).