

# TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") regulate the use of maxpho.com ("**Site**" or "**Website**") and any other Agreement or legal relationship with Maxpho in a binding manner. Terms defined with an initial capital letter are explained in the "**Definitions**" section of this document. Users are invited to read this document carefully.

These Terms do not establish a subordinate work relationship, agency, or partnership between the involved parties.

This Website offers the opportunity to explore our institutional and blog pages, as well as allow users to contact us through a dedicated form. Through these Terms, we intend to outline the guidelines for safe and responsible use of our Website.

BY USING THE WEBSITE, THE USER CONFIRMS TO RESPECT THE FOLLOWING CRITERIA: (A) THE USER MUST BE A PROFESSIONAL IN POSSESSION OF A VAT NUMBER. (B) THE USER MUST BE OF LEGAL AGE, THAT IS AT LEAST 18 YEARS OLD, AND (C) THE USER IS NOT A DIRECT OR INDIRECT COMPETITOR OF MAXPHO.

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## 1. Definitions

To ensure clarity and prevent misunderstandings, the following Terms, when used in this document, will have the meanings specified below:

- A. "Site" or "Website": Refers to maxpho.com and all its pages, sub-domains, contents, and functionalities.
- B. "User": Any person who accesses, browses, or uses the Site in any way.
- C. "Content": Includes, but is not limited to, texts, images, videos, information, data, and any other material available on the Site.
- D. "Services": All the functionalities, applications, information, and resources offered via the Site, including, but not limited to, e-commerce services, blogs, and contact forms.

- E. "Maxpho" or "We": Maxpho S.R.L., Via Brigata Cadore 38, 36020 Albettonne (VI), Italy, VAT number IT03995970237, Legal Representative: Ivano Fumanelli, the entity owning and managing the Site.
- F. "Third Parties": Any entity other than Maxpho and the users, which may be involved or mentioned on the Site.
- G. "Agreement": This document, which governs the relationship between the user and Maxpho regarding the use of the Site.
- H. "Terms": All the conditions applicable to the use of this Website as described in this document as well as in any other document or agreement linked to it, in their respective most updated version.

## 2. Access and Use of the Site

- A. Access: Access to the Site is permitted on a temporary basis. Maxpho may take measures to safeguard its legitimate interests, including denying access to the Website, terminating contracts, or reporting to competent authorities suspicious activities of legal violations or of these Terms. Such activities include, but are not limited to:
  - Pretending to meet access requirements, such as being of legal age.
  - Hiding identity or impersonating third parties without authorization.
  - Defamatory, threatening, intimidating behaviors or violating others' rights.
  - Promoting dangerous or self-destructive activities, including drug use or alcohol abuse.
  - Testing the security of the Website or its networks, or installing malware.
  - Improper use of the Website or its infrastructure, for example for spam.
  - Attempting to damage the Website's or Service's technological infrastructure.
  - Unauthorized modification of Maxpho's privacy controls or cookie solutions.
  - Creating automated processes to extract or collect information from the Website without Maxpho's explicit authorization.
- B. Permitted Use: Users are authorized to view, download for caching, and print pages from the Site for personal use, respecting the intellectual property rights and other rights of Maxpho or third parties.
- C. Prohibitions of Use: It is strictly prohibited to:
  - Use the Site in any way that causes, or may cause, damage to the Site or impair the availability or accessibility of the Site.
  - Use the Site in any way that is illegal, fraudulent, or harmful, or in connection with any illegal, fraudulent, or harmful purpose or activity.
  - Use the Site to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious software.
- D. Changes to the Site: We may update the Site from time to time and change the content at any time. However, please note that any content on the Site may be outdated at any given time, and we are under no obligation to update it.
- E. User Responsibility: It is the user's responsibility to take all necessary measures to have access to the Site. The user is also responsible for ensuring that all people accessing the Site through his Internet connection are aware of these Terms and comply with them.

### 3. Registration and User Account

- A. Registration and Account Creation: Our Site does not require users to register or create an account to access and use most of the features. All users can freely browse the Site and access content without the need for an account.
- B. Use of the Contact Form: Users can use the contact form available on the Site to communicate with Maxpho. It is necessary to provide accurate and up-to-date information to ensure an effective response from us. Please note that the use of the contact form is governed by specific privacy and security rules, as outlined in our Privacy Policy.
- C. User Responsibility: When using the contact form, users commit to not sending fraudulent, deceptive, or illegal messages. Maxpho reserves the right to limit or discontinue access to the Site for users who violate these conditions.

### 4. Privacy and Data Protection

- A. Commitment to Data Protection: Maxpho SRL is committed to protecting the privacy and security of users' personal data. All information collected through our Site, including data provided through the contact form, is processed in accordance with current legislation on personal data protection. For more information, visit the privacy policy page at this link: <https://wcdn.maxpho.com/terms/en/Privacy-Policy.pdf>
- B. Collection and Use of Data: Personal data collected through our Site are used exclusively for specified purposes, such as responding to user requests or sending communications, if requested by the user.
- C. Disclosure to Third Parties: We do not share, sell, or rent personal data to third parties without the user's explicit consent, except as required by law or for legitimate operational needs.
- D. Data Security: We adopt appropriate security measures to prevent unauthorized access, disclosure, alteration, or unauthorized destruction of data.
- E. Access and Control of One's Data: Users have the right to request access to their personal data stored by us and to request its correction or deletion.
- F. Changes to the Privacy Policy: Our Privacy Policy may be updated from time to time. We invite users to periodically review it to be informed about how we protect their personal data.

### 5. Intellectual Property

- A. Property Rights: All content on the Website, including texts, graphics, logos, icons, images, audio clips, and software, are the property of Maxpho SRL, its content providers, or business partners we collaborate with. These contents are protected by international copyright and intellectual property laws. This includes the logos and trademarks of our partners, which are used on the Site with their consent and are subject to the intellectual property rights of their respective owners.
- B. Use of Content: Material on the Site may be used exclusively for informational and non-commercial purposes. Reproduction, modification, distribution, transmission,

republication, display, or performance of the material without the prior written consent of Maxpho SRL is prohibited.

- C. Violation of Intellectual Property Rights: Any unauthorized use of the material on the Site may constitute a violation of copyright, trademark, or other intellectual property rights and may be subject to legal action.

## 6. Limitations of Liability

- A. Exclusion of Warranties: Maxpho SRL does not guarantee that the Website will always be available, uninterrupted, error-free, free from viruses, or other harmful components. Although we strive to ensure the accuracy and updating of the information, we cannot assure that such information will always be accurate and up-to-date.
- B. Limitation of Liability: In no event shall Maxpho SRL be liable for direct, indirect, special, punitive, incidental, exemplary, or consequential damages, including, without limitation, loss of profits, data, use, goodwill, or other intangible losses, arising from the use or the inability to use the Site.
- C. Jurisdiction and Applicable Laws: The limitations of liability shall be interpreted in accordance with the laws of the jurisdiction in which Maxpho SRL operates.

## 7. Users in the USA

If you are located in the United States, these conditions apply to you.

- A. Exclusion of Warranty: Maxpho provides this Site "as is" and "as available." The use of the service is at the user's risk. To the extent permitted by law, Maxpho disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. Information provided by Maxpho, whether oral or written, does not create warranties not established in these Terms.  
Maxpho does not ensure the accuracy or reliability of the content, the continuous availability of the service, the correction of errors, or the absence of viruses or harmful components. The user is responsible for any damage to their system or data loss resulting from the use of the service.  
Maxpho does not assume responsibility for third-party products or services advertised on the service or for linked websites. It does not participate in or monitor transactions between users and third-party providers.
- B. Limitation of Liability: Maxpho will not be liable for indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits or data, arising from the use or inability to use the service; damages resulting from unauthorized access, errors in content, personal injury or property damage, service interruptions, bugs, viruses, or other harmful aspects of the service.
- C. Indemnity: The user agrees to defend and indemnify Maxpho from any claim or damage arising from the use of the service, violation of these Terms, violation of third-party rights, or violation of applicable laws.

- D. **Validity and Interpretation of the Contract:** This agreement remains valid until its termination. Some provisions, such as licenses granted by the user and the obligation of indemnity, remain valid after the termination of the agreement.
- E. **Waiver:** Each party expressly waives any right to a jury trial, in any court, in connection with any action or dispute. Any claim under these Terms must be brought individually, and no party shall participate in a class action or other proceedings together with or on behalf of others.

## 8. Changes to Terms and Conditions

- A. **Right to Modify:** Maxpho SRL reserves the right to modify or update these Terms at any time and without prior notice. Such changes will be effective immediately after their publication on the Site.
- B. **User Responsibility:** It is the responsibility of users to periodically review the Terms to be aware of any updates. Continued use of the Site after such changes constitutes acceptance of the updated Terms.

## 9. Applicable Law and Competent Jurisdiction

- A. **Applicable Law:** These Terms are governed and interpreted in accordance with Italian laws. Any dispute relating to these Terms will be subject to Italian legislation.
- B. **Competent Jurisdiction:** In the event of disputes arising from or related to the use of the Site, such disputes will be exclusively submitted to the jurisdiction of the Italian courts, specifically to the forum of Milan.

## 10. Contacts

For any questions or clarifications regarding the Terms, please contact Maxpho SRL at the following addresses:

- Address: Via Brigata Cadore 38, 36020 Albettonne (VI), Italy
- Email: [info@maxpho.com](mailto:info@maxpho.com)
- Phone: +39 02 80887309

Our team is available to assist you and provide all the necessary information.