

# Terms and Conditions of [www.garagista.eu](http://www.garagista.eu)

These Terms govern

- the use of [www.garagista.eu](http://www.garagista.eu) and
- any other Agreement or legal relationship with the Owner

in a binding manner. Capitalized expressions are defined in the relevant section of this document.

The User is requested to read this document carefully.

The person responsible for [www.garagista.eu](http://www.garagista.eu) is:

Daniele Dalla Costa

Via Grisi 72, 36034 Malo (VI)

Italy

Owner contact email: [info@garagista.eu](mailto:info@garagista.eu)

## Information on [www.garagista.eu](http://www.garagista.eu)

[Www.garagista.eu](http://www.garagista.eu) provides a service for publishing and consulting advertisements relating to the world of historic, youngtimer and vintage cars. The service is aimed at fans of vintage cars and offers the possibility of putting advertisers and users interested in the advertisement in contact.

The content uploaded must be consistent with the spirit of this site and respectful of the community of enthusiasts who access it. More information in the "Content provided by Users" section.

"[Www.garagista.eu](http://www.garagista.eu)" refers to

- this site, including its subdomains and any other site through which the Owner offers the Service;
- the Service.

## To know at a glance

Please note that certain provisions of these Terms may only be applicable to certain categories of Users. In particular, some provisions may apply only to Consumers or only to Users who do not act as Consumers. Such limitations are always explicitly mentioned in each affected clause. If not mentioned, the clauses apply to all Users.

**The use of [www.garagista.eu](http://www.garagista.eu) and the Service is reserved for Users of legal age in accordance with the applicable law.**

## CONDITIONS OF USE

Unless otherwise specified, the conditions of use of [www.garagista.eu](http://www.garagista.eu) set out in this section have general validity.

Additional conditions of use or access applicable in particular situations are expressly indicated in this document.

By using [www.garagista.eu](http://www.garagista.eu), the User declares to meet the following requirements:

- There are no restrictions referring to Users with respect to whether they are Consumers or professional Users;
- The User is of age under the applicable law;

### Registration

To use the Service, the User can open an account indicating all the data and information requested in a complete and truthful manner.

It is not possible to use the Service without opening a User account.

It is the responsibility of the Users to keep their login credentials securely and to preserve their confidentiality. To this end, Users must choose a password that corresponds to the highest level of security available on [www.garagista.eu](http://www.garagista.eu).

By creating an account, the User agrees to be fully responsible for any activity carried out with his login credentials. Users are required to inform the Data Controller immediately and unambiguously through the contact details indicated in this document if they believe that their personal information, such as the User account, login credentials or personal data, have been violated, unlawfully disseminated or subtracted.

### Registration requirements

The registration of a User account on [www.garagista.eu](http://www.garagista.eu) is subject to the conditions specified below. By registering an account, the User confirms that he meets these conditions.

The opening of accounts through bots or other automated means is not allowed.

- Unless otherwise specified, each User can create only one account.
- Except where expressly permitted, a User's account cannot be shared with other people.

### Account closure

The User is free to close their account and cease using the Service at any time by following this procedure:

- By contacting the Data Controller at the addresses in this document.

### **Account suspension and cancellation**

The Owner reserves the right to suspend or cancel a User's account at any time at its discretion and without notice, if it deems it inappropriate, offensive or contrary to these Terms.

The suspension or cancellation of the account does not give the User any right to compensation, reimbursement or compensation.

The suspension or cancellation of an account for reasons attributable to the User does not exempt the User from paying any fees or prices that may be applicable.

### **Contents on [www.garagista.eu](http://www.garagista.eu)**

Unless otherwise specified or clearly recognizable, all content available on [www.garagista.eu](http://www.garagista.eu) is owned or provided by the Owner or its licensors.

The Owner takes the utmost care so that the content available on [www.garagista.eu](http://www.garagista.eu) does not violate the applicable legislation or the rights of third parties. However, this is not always possible.

In such cases, without any prejudice to the rights and legally enforceable claims, Users are requested to address their complaints to the addresses specified in this document.

### **Rights on the contents of [www.garagista.eu](http://www.garagista.eu)**

The Owner holds and expressly reserves all intellectual property rights on the aforementioned contents.

Users are not authorized to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without exclusions, it is forbidden for Users to copy, download, share beyond the limits specified below, modify, translate, process, publish, transmit, sell, grant sub-licenses, transform, transfer / alienate to third parties or create works derived from the content available on [www.garagista.eu](http://www.garagista.eu), to allow third parties to undertake such activities through their User account or device, even without their knowledge.

Where expressly indicated on [www.garagista.eu](http://www.garagista.eu), the User is authorized to download, copy and / or share certain contents available on [www.garagista.eu](http://www.garagista.eu) exclusively for personal and non-commercial purposes and on condition that the attribution of authorship is observed. of the work as well as an indication of any other relevant circumstance requested by the Owner.

The limitations and exclusions provided for by the copyright law remain valid.

### **Content provided by Users**

The Owner allows Users to upload, share or offer their contents on [www.garagista.eu](http://www.garagista.eu).

When providing content to [www.garagista.eu](http://www.garagista.eu), the User declares that he is legally authorized to do so and confirms that said contents do not violate the law and / or the rights of third parties.

The additional requirements that the content must meet in order to be considered "Acceptable" are specified in the section relating to permitted use.

The User acknowledges and accepts that by providing his own contents to [www.garagista.eu](http://www.garagista.eu) he irrevocably and free of charge grants the Owner the non-exclusive right, valid all over the world and perpetual (i.e. for the duration of the legal protection), to use, access, store, reproduce, modify, disseminate, publish, transform into derivative works, transmit (including streaming) or otherwise exploit the contents to provide and promote the Service in any form or media channel. This right may be transferred or licensed to third parties.

Within the limits of the law, the User renounces the exercise of moral rights in relation to the content provided to [www.garagista.eu](http://www.garagista.eu).

Users acknowledge and accept that the contents offered by them through [www.garagista.eu](http://www.garagista.eu) will be made available under the same conditions applicable to the contents of [www.garagista.eu](http://www.garagista.eu).

### **Liability for Content Provided**

The User is solely responsible for the content uploaded, published, shared or otherwise provided to [www.garagista.eu](http://www.garagista.eu). The User acknowledges and accepts that the Owner does not filter or moderate such content.

Nevertheless, the Owner reserves the right to remove, delete, block or rectify said content at its discretion and to deny the User who uploaded them access to [www.garagista.eu](http://www.garagista.eu) without prior notice:

- if it has received a complaint in relation to this content;
- if it has received a notification of infringement of intellectual property rights;
- by order of the Authority; or
- if it has been pointed out to the Owner that such contents, if accessible through [www.garagista.eu](http://www.garagista.eu), may represent a risk for Users, for third parties or for the availability of the Service.

The removal, cancellation, blocking or rectification of the contents does not justify any claim for compensation, reimbursement or indemnification by the Users who have provided such contents.

Users agree to keep the Owner harmless from and against any claim and / or damage suffered due to content provided by them to or offered through [www.garagista.eu](http://www.garagista.eu).

### **Access to external resources**

Through [www.garagista.eu](http://www.garagista.eu), Users may have access to resources provided by third parties. Users acknowledge and accept that the Owner has no control over these resources and therefore is not responsible for their content and availability.

The conditions applicable to the resources provided by third parties, including those applicable to any concessions of rights to content, are determined by the third parties themselves and regulated in the relative terms and conditions or, in their absence, by law.

In particular, on [www.garagista.eu](http://www.garagista.eu) Users may come across advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed through [www.garagista.eu](http://www.garagista.eu). By clicking on any of these advertisements, the User will interact with the third party responsible for advertising.

The Owner is not liable for what may arise from such interaction with third parties, from access to third party sites or from the use of third party content.

## Permitted use

[www.garagista.eu](http://www.garagista.eu) and the Service may be used only for the purposes for which they are offered, according to these Terms and in accordance with applicable law.

It is the User's sole responsibility to ensure that the use of [www.garagista.eu](http://www.garagista.eu) and / or the Service does not violate the law, regulations or rights of third parties.

Therefore, the Data Controller reserves the right to adopt any suitable measure to protect its legitimate interests, and in particular to deny the User access to [www.garagista.eu](http://www.garagista.eu) or to the Service, terminate contracts, report any censurable activity carried out through [www.garagista.eu](http://www.garagista.eu) or the Service to the competent authorities - p. ex. the judicial or administrative authority - whenever there is a suspicion that the User violates the law, regulations, rights of third parties and / or the Terms, in particular, but without exclusions, by implementing one of the following activities:

### Rules of conduct

- pretend to satisfy any requirement for access to [www.garagista.eu](http://www.garagista.eu) or for the use of the Service, such as, for example, being of majority age or being a Consumer;
- hide their identity, use the identity of others or pretend to act in the name of a third party, if not authorized by that third party;
- alter identifiers to hide or disguise the origin of their messages or published content;
- defame, threaten, abuse, intimidate, threaten or violate the rights of third parties in any other way;
- promote activities that may endanger their own life or that of any other User or cause physical harm. Included in this category, but without any exclusion, are the threat of or incitement to suicide, the exaltation of intentional physical trauma, the use of illegal drugs, alcohol abuse. The publication of contents that promote, enhance or illustrate self-destructive or violent attitudes on [www.garagista.eu](http://www.garagista.eu) is not tolerated in any case;
- to test, analyze or test the vulnerability of [www.garagista.eu](http://www.garagista.eu), the services and networks connected to the site, violate the security or authentication procedures on [www.garagista.eu](http://www.garagista.eu), the services and networks connected to [www.garagista.eu](http://www.garagista.eu);
- install, integrate, upload or otherwise embed malware in or through [www.garagista.eu](http://www.garagista.eu);
- use [www.garagista.eu](http://www.garagista.eu) or the related technological infrastructure in an abusive, excessive or otherwise inappropriate manner (for example: for spam purposes);
- trying to disrupt or tamper with the technological infrastructure in such a way as to cause damage or an excessive burden to [www.garagista.eu](http://www.garagista.eu) or the Service;

## **Content rules**

- disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content;
- post content that directly or indirectly promotes hatred, racism, discrimination, pornography or violence;
- disseminate or publish false content or content that may cause unjustified alarm;
- use [www.garagista.eu](http://www.garagista.eu) to publish, disseminate or otherwise offer content protected by intellectual property legislation, including, but not limited to, patents, trademarks and copyrights, without the authorization of the owner of the rights;
- use [www.garagista.eu](http://www.garagista.eu) to publish, disseminate or otherwise offer content that violates the rights of third parties, including, but not limited to, military, commercial, professional or state secrets and personal data;
- publish content or carry out activities that disrupt, interrupt, damage or otherwise violate the integrity of [www.garagista.eu](http://www.garagista.eu) or the devices of other Users. These activities include: spamming, the illegal dissemination of advertising, phishing, fraud against third parties, the spread of malware or viruses etc. ;

## **User protection**

- misuse the account of another User;
- collect or extract personal and identifying information of other Users, including, without exception, e-mail addresses or contact details, violating the confidentiality settings of the accounts of other Users on [www.garagista.eu](http://www.garagista.eu) or in any other way;
- use information relating to other Users, such as personal or contact data, for purposes other than those of [www.garagista.eu](http://www.garagista.eu);

## **Prohibitions on commercial use**

- open an account or use [www.garagista.eu](http://www.garagista.eu) to promote, sell or advertise products or services of any kind in any way;
- pretend or imply in any way to have a relationship with [www.garagista.eu](http://www.garagista.eu), to enjoy the support of [www.garagista.eu](http://www.garagista.eu) or that [www.garagista.eu](http://www.garagista.eu) supports the products or services of the User or a third party for any purpose;

# **Limitation of Liability and Indemnity**

## **Indemnity**

The User undertakes to indemnify and hold harmless the Owner and his subordinates, affiliates, officers, agents, co-owners of the brand, partners and employees from any claim or claim - including, without limitation, legal fees and expenses - advanced by third parties to due to or in connection with culpable conduct such as use or connection to the service, violation of these Terms, violation of third party rights or laws by the User, its affiliates, officers, agents, joint owners of the brand, partners and employees, to the extent required by law.

## **Limitation of liability for the User's activities on [www.garagista.eu](http://www.garagista.eu)**

Unless otherwise specified and without prejudice to the applicable legal provisions regarding liability for product damage, any claim for compensation against the Owner (or any natural or legal person acting on his behalf) is excluded.

The foregoing does not limit the Controller's liability for death, damage to the person or physical or mental integrity, damage resulting from the violation of essential contractual obligations, such as the obligations strictly necessary to achieve the cause of the contract, and / or damage caused by willful misconduct or gross negligence, provided that the use of [www.garagista.eu](http://www.garagista.eu) by the User was suitable and correct.

Unless the damages have been caused with intent or gross negligence or affect life and / or personal, physical or mental integrity, the Owner is liable only to the extent of the damage typical for the type of contract and foreseeable at the time of conclusion.

In particular, within the limits indicated above, the Data Controller assumes no responsibility for:

- any loss of earnings or other losses, even indirect, that the User may have suffered (such as, but not limited to, commercial losses, loss of revenues, profits or estimated savings, loss of contractual or commercial relationships, loss of goodwill or damage reputation, etc.);
- damages or losses deriving from interruptions or malfunctions of [www.garagista.eu](http://www.garagista.eu) due to force majeure or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or interruptions to telephone or electrical lines, Internet connection and / or other means of transmission, inaccessibility of websites, strikes, natural disasters, viruses and computer attacks, interruptions in the supply of third party products, services or applications;
- any losses that are not a direct consequence of a breach of the Terms by the Owner;

## **Common provisions**

### **No implied waiver**

Failure to exercise legal rights or claims deriving from these Terms by the Owner does not constitute a waiver of the same. No waiver can be considered final in relation to a specific right or any other right.

### **Interruption of the Service**

To ensure the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates or any other changes, giving appropriate notice to Users.

Within the limits of the law, the Owner reserves the right to suspend or completely terminate the Service. In the event of termination of the Service, the Data Controller will ensure that Users can extract their Personal Data and information according to the provisions of the law.

Furthermore, the Service may not be available for reasons beyond the reasonable control of the Owner, such as force majeure (eg strikes, infrastructural malfunctions, blackouts, etc.).

### **Resale of the Service**

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit [www.garagista.eu](http://www.garagista.eu) or the Service in whole or in part without the prior written consent of the Owner, expressed directly or through a legitimate resale program.

## **Privacy policy**

Information on the processing of Personal Data is contained in the privacy policy of [www.garagista.eu](http://www.garagista.eu).

## **Intellectual property**

Without prejudice to any more specific provision contained in the Terms, the intellectual and industrial property rights, such as copyrights, trademarks, patents and models relating to [www.garagista.eu](http://www.garagista.eu) are held exclusively by the Owner or its licensors. and are protected under the laws and international treaties applicable to intellectual property.

All trademarks - word or figurative - and any other distinctive sign, company, service mark, illustration, image or logo that appear in connection with [www.garagista.eu](http://www.garagista.eu) are and remain the exclusive property of the Owner or its licensors and are protected pursuant to international regulations and treaties applicable to intellectual property.

## **Changes to the Terms**

The Owner reserves the right to change the Terms at any time. In this case, the Owner will give appropriate notice of the changes to the Users.

The changes will affect the relationship with the User only for the future.

Continued use of the Service implies the User's acceptance of the updated Terms. If the User does not wish to accept the changes, he must cease using the Service. Failure to accept the updated Terms may result in the right of each party to withdraw from the Agreement.

The previous applicable version continues to govern the relationship until acceptance by the User. This version can be requested from the Data Controller.

If required by applicable law, the Data Controller will specify the date by which the changes to the Terms will come into force.

## **Transfer of the contract**

The Owner reserves the right to transfer, assign, dispose of, novate or contract out individual or all rights and obligations under these Terms, having regard for the legitimate interests of Users.

The provisions relating to the modification of these Terms apply.

The User is not authorized to assign or transfer their rights and obligations under the Terms without the written consent of the Owner.

## **Contacts**

All communications relating to the use of [www.garagista.eu](http://www.garagista.eu) must be sent to the addresses indicated in this document.

## **Safeguard clause**



If any of the provisions of these Terms should be or become null or ineffective under the applicable law, the nullity or ineffectiveness of this provision does not cause the remaining provisions to be ineffective, which therefore remain valid and effective.

If a provision of these Terms should be or become null, invalid or ineffective, the parties will endeavor to identify amicably a valid and effective provision replacing the null, invalid or ineffective one.

In the event of failure to agree within the aforementioned terms, if permitted or provided for by applicable law, the null, invalid or ineffective provision will be replaced by the applicable legal discipline.

Notwithstanding the foregoing, the nullity, invalidity or ineffectiveness of a specific provision of these Terms does not lead to nullity of the entire Agreement, unless the null, invalid or ineffective provisions under the Agreement are essential or of such importance, that the the parties would not have concluded the contract if they had known that the provision would be invalid, or in cases where the residual provisions would entail an excessive and unacceptable burden for one of the parties.

## **Applicable law**

The Terms are governed by the law of the place where the Owner is established, as indicated in the relevant section of this document regardless of the conflict rules.

### **Exception for European Consumers**

However, regardless of the foregoing, if the User acts as a European Consumer and has habitual residence in a country whose law provides for a higher level of consumer protection, this higher level of protection prevails.

## **Jurisdiction**

The exclusive competence to know any dispute arising from or in connection with the Terms rests with the judge of the place where the Owner is established, as indicated in the relevant section of this document.

### **Exception for European Consumers**

The foregoing does not apply to Users acting as European Consumers or Consumers located in Switzerland, Norway or Iceland.

## **Definitions and legal references**

### **Www.garagista.eu (or this Application)**

The structure that allows the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User governed by the Terms.

### **Commercial User**

Any User who does not correspond to the definition of Consumer.

### **European (or Europe)**

Defines a User physically present or with registered office in the European Union, regardless of nationality.

### **Owner (or Us)**

Indicates the natural or legal person who provides [www.garagista.eu](http://www.garagista.eu) and / or offers the Service to Users.

### **Service**

The service offered through [www.garagista.eu](http://www.garagista.eu) as described in the Terms and on [www.garagista.eu](http://www.garagista.eu).

### **Terms**

All the conditions applicable to the use of [www.garagista.eu](http://www.garagista.eu) and / or to the provision of the Service as described in this document as well as in any other document or agreement connected to it, in the respectively most updated version.

### **User (or You)**

Indicates any natural person who uses [www.garagista.eu](http://www.garagista.eu).

### **Consumer**

Any natural person who, as a User, uses goods or services for personal purposes and, in general, acts for purposes unrelated to his business, commercial, craft or professional activity.