

Terms and Conditions

This document sets out the general terms and conditions of use of the website <https://www.varietydistribution.it/> which aims to promote the films for which Variety Distribution Srl handles distribution in Italy and abroad. For some films on the site, there will be a button that links to Variety Distribution Srl's ecommerce (<https://shop.varietydistribution.it/>).

Definitions

To enable full understanding and acceptance of these terms and conditions, the following terms, in the singular and plural, shall have the meanings set forth below:

- **Owner: Variety Distribution srl**, headquartered at Corso Trieste 42, VAT Number / Tax Code 15178651004, REA 1573114, fully paid-up share capital €107,100.00, PEC address variety@arubapec.it
- **Application:** the website <https://www.varietydistribution.it/>
- **User:** any individual who accesses and uses the Application
- **Terms:** this contract governing the relationship between the Owner and Users.

2 Scope of the Conditions

Use of the Application implies User's acceptance of the Terms. If the User does not intend to accept the Terms and/or any other notes, legal notices, disclosures published or referred to therein referred to therein, you may not use the Application or its services.

The Terms may be modified at any time. Any changes will be in force from the moment of their publication on the Application.

Before using the Application, you should read the Terms carefully and save or print them out for future reference.

The Owner reserves the right to change at its discretion, at any time, the graphical interface of the Application, the Content and its organization, as well as any other aspect that characterizes the functionality and management of the Application, communicating to the User, where necessary, the relevant instructions.

3 Industrial and Intellectual Property Rights

All content of the Application, including text, documents, trademarks, logos, images, graphics, their arrangement and their adaptations are protected by copyright law and legislation to protection of trademarks.

The Application may also contain images, documents, logos and trademarks of third parties who have expressly authorized the Owner to publish them in the Application. Except for strictly personal uses, you may not copy, alter, distribute, publish or use the Content without specific authorization from the Owner.

4 Warranty Exclusion

The Application is provided "as is" and "as available" and the Owner makes no express or implied warranty with respect to the Application, nor does it make any warranty that the Application will meet the needs of Users or that it will ever be uninterrupted or will be free of errors or that it will be free of viruses or bugs.

The Owner will endeavor to ensure that the Application will be available 24 hours a day without interruption, but shall in no way be held liable 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 completely beyond the control of the Owner or for events of force majeure.

5 Limitation of Liability

The Owner shall not be liable to the User, except in the case of willful misconduct or gross negligence, for inefficiencies or malfunctions related to the use of the Internet outside its control or that of its suppliers.

The Owner shall also not be liable in respect of damages, losses and costs incurred by the User as a result of the non-performance of the contract due to causes beyond its control.

The Holder assumes no liability for any fraudulent and illegal use that may be made by third parties of credit cards and other means of payment,

The Holder shall not be liable for:

- Any loss of business opportunity and any other loss, including indirect loss, that may be suffered by the User that are not a direct consequence of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties

In no event shall the Holder be liable for more than twice the amount of the cost paid by the User.

6 Force majeure

The Holder shall not be held liable for failure or delay in the performance of its obligations, for circumstances beyond the reasonable control of the Holder due to events of force majeure or, in any case, unforeseen and unforeseeable events and, in any case, independent of its will.

The Holder's performance of its obligations shall be deemed to be suspended for the period during which there are force majeure events occur.

The Holder will take any action in its power in order to find solutions that will allow the proper fulfillment of its obligations despite the persistence of force majeure events.

7 Linking to third-party sites

The Application may contain links to third-party sites/applications. The Owner does not exercise any control over them and, therefore, is in no way responsible for the content of these sites/applications.

Some of these links may refer you to third-party sites/applications that provide services through the Application. In such cases, the general terms and conditions for the use of the site/application and for the use of the service prepared by the third parties, with respect to which the Owner does not assume any responsibility.

8 Privacy

The protection and processing of personal data will take place in accordance with the Privacy Policy which can be consulted at the page <https://www.varietydistribution.it/privacy-policy.pdf>

9 Applicable law and jurisdiction

The Terms are subject to Italian law.

For Professional users, any dispute relating to the Application, execution and interpretation of these Terms shall be subject to the jurisdiction of the court of the place where the Owner is located.

For Consumer Users, any dispute relating to the Application, execution and interpretation of these Conditions shall be devolved to the court of the place where the Consumer User resides or has elected domicile, if located in the territory of the Italian State, without prejudice to the right of the User Consumer to bring an action before a judge other than the "consumer forum" pursuant to Article 66 bis of the Consumer Code, competent by territory according to one of the criteria set forth in Articles 18, 19 and 20 of the Procedural Code Civil.

It is without prejudice to the application to Consumer Users who do not have their habitual residence in Italy of any more favorable and mandatory provisions provided by the law of the country in which they have their habitual residence, in particular in relation to the deadline for exercising the right of withdrawal, the deadline for the return of the Products, in case of exercise of such right, the manner and formalities of the communication thereof and the legal guarantee of conformity.

10 Online Dispute Resolution for Consumer Users

The Consumer User residing in Europe should be aware that the European Commission has established an online platform that provides an alternative dispute resolution tool for the disputes.

This tool can be used by the User Consumer to resolve in a non-judicial manner any dispute relating to and/or arising from contracts for the sale of goods and provision of services entered into on the Web.

Accordingly, the User Consumer may use such 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/

Date: 30/08/2022