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Vaia Srl is the owner of this website.

He invites you to take note of the following legal notes that govern access, navigation and use of the web pages that can be consulted from the home page, corresponding to the URL address:

<http://www.vaia.eu>

You acknowledge that you have reviewed and agree to these notes and/or any other notes, legal notices, disclosures or disclaimers anywhere posted on the web portal, beginning with the Privacy Policy and Cookies Policy section.

The authentic language of the content of the site is Italian.

The site also features an English and German language version.

With regard to texts in languages other than Italian, we do not guarantee or assume any responsibility for the accuracy of any translations and/or the complete correspondence of the content published in other languages contained on the site.

This site promotes and provides information about the projects carried out by Vaia Srl, the objectives pursued and offers the possibility to purchase the Vaia Cube product an object with an innovative design, unique because it is handcrafted from recycled wood, a unique raw material, which can be used as a support for smartphones and natural sound box, thanks to the resonance properties of spruce wood, and/or other products and services promoted through the portal.

#### **GENERAL MANDATORY INFORMATION**

This site is published by Vaia s.r.l., headquartered in 38051 Borgo Valsugana (TN) at Via Puisle, 23, in the person of the legal representative p.t., Ateco Code: 479110, tel. 0461.842063 mobile 340.7730126 - 340.8972281 mail.info@vaia.eu, PEC vaiasrl@pec.it

Vaia is responsible for the publication and technical application features of the site, except as limited in these notes.

Portal hosting resides at Seeweb.

You will find any information about the processing location and the technical and legal guarantees provided by Aruba in the Privacy Policy Section



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#### **USE OF SERVICES AND INFORMATION.**

The site is navigable, in principle and except in cases of force majeure, continuously, 24 hours a day seven days a week. However, it is not excluded that from time to time it may be partially or totally off line for maintenance or other reasons, without such momentary or prolonged suspension constituting in any way a default attributable to Vaia.

The information available on the Portal can be used free of charge.

The site presents, also an e-commerce section, in which the User can purchase the Vaia product (or others that may be included in the catalog).

The information contained in the site is for information purposes only and does not constitute a contractual proposal nor an offer to the public within the meaning of Article 1336 of the Civil Code of the services described, nor can it be considered binding for any negotiation or business relationship, except for the e-commerce section that constitutes an invitation to purchase.

Vaia has taken care to clearly distinguish the phase of mere information request from the phase of product purchase, which will take place only online, according to the procedure better explained in the document Terms and Conditions of Purchase, which regulates the mode of purchase of products shown on the site, through e-commerce platform.

Vaia has ensured that the purchase procedure complies with the requirements of Legislative Decree 205/2006 (Consumer Code) on contracts or at a distance or off-premises applicable to negotiations at the user's home or by computer or telematic techniques, in order to ensure that the potential buyer makes informed choices.

The site, with the exception of the specific e-commerce section, is not subject to the discipline of art. 12 and 13 of Legislative Decree 70/2003 and, in any case, although it has promotional content, it does not carry out misleading, comparative advertising and, in any case, does not provide messages that differ from the regulations on commercial information pursuant to Legislative Decree 70/2003.

The site has a specific "Vaia x companies" section where you can submit your self-nomination or request information about opportunities to collaborate with Vaia, such as, authorized reseller, distributor, sales promoter or to make contact for B2B purchases etc...



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This section is merely a utility for users (potential partners or companies), who, in entering data, assume all responsibility for its accuracy and appropriateness, as well as for any statement of intent contained therein.

Even in the case of ads, the "Vaia x companies" section only serves as a contact between the potential partner and Vaia and does not constitute a job offer or professional recruitment, nor does it specifically constitute a B2B platform.

Vaia will conduct the selection of its employees and establish the eventual professional relationship always and only in the manner that is set by its own company procedure.

In the "Contact Us" or "Join the Community/Newsletters" section, taking advantage of the appropriate form, it is possible to address a message to the company, upon acknowledgement of which the user will be contacted by the Vaia secretariat, either by phone or by email to the contact details indicated in the contact form or consent to receive Newsletters or invitations to events, initiatives etc.

In no case, filling out the form, requesting contact, information or joining events is binding and/or binding to the conclusion of a future purchase contract.

At any time up to the signing of the contract forms, the user can freely evaluate the services and products offered to him, without incurring any obligation to purchase.

All rights to any electronic databases that may be present and accessible on the site are reserved. Where not otherwise provided for, extraction, reproduction and any other use is prohibited, within the limits of the provisions of Articles *64-quinquies* and *64-sexies* of Law No. 633 of April 22, 1941, as amended and supplemented. On this point, it should be noted that pursuant to Article *102-ter* of the aforementioned law, the lawful user of the electronic database made available to the public may not cause prejudice to the owner of the copyright or other related right relating to works or performances contained in that database. In addition, the lawful user of a database made available to the public in any way may not perform operations that are inconsistent with the normal operation of the database or that cause undue prejudice to the maker of the database. Activities of extraction or reuse of insubstantial parts, evaluated qualitatively and quantitatively, of the contents of the database for any purpose carried out by the legitimate user are not subject to the permission of the maker of the database made available to the public for any reason.



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## **WARRANTIES AND LIABILITIES.**

To the extent permitted by applicable law, users acknowledge that use of the site is at their own sole risk. The website is provided on an "as is" and "as available" basis.

Vaia while subjecting its site to periodic updating and while taking the utmost care in the editing of content and completeness of pre-contractual information, makes no specific guarantee as to the results that are expected, hoped for or obtained through the use of the portal, nor as to the accuracy, timeliness or up-to-dateness of the information found therein.

To the extent provided for in Article 1229 of the Civil Code, users declare and guarantee to indemnify and hold harmless Vaia, its representatives, as well as any employees, collaborators, consortium members as well as its partners from any indemnification obligations, including legal fees, that may originate against them in connection with the use of the portal.

If the applicable law does not permit a disclaimer, Vaia's liability shall in any case be limited to the extent permitted by law.

Vaia disclaims any liability for any claims by users relating to the inability to use the site and/or services for any reason whatsoever. Vaia shall not be held in default of its obligations or liable for any damages, claims or losses, direct or indirect, arising to users as a result of the failure and/or defective functioning of the users' own electronic equipment or that of third parties, including Internet Service Providers, of telephone and/or telematic connections not operated directly by Vaia or by persons for whom it is responsible, as well as from the actions of other users or other persons with access to the network.

In addition, Vaia assumes no liability for inaccuracies, graphical errors, or express or implied warranties about the information, content and software, merchantability, and fitness for specific purposes of the data, goods, and services communicated through its site.

## **CONTENT SHARING MODE OF CONTACT**

The site features a blog with periodic updates and the ability to post comments.

It is also possible to submit comments and reviews through dedicated social channels, posting observations, suggestions or other.

In such circumstances and/or in the event that, afterwards, Vaiaai creates a virtual meeting space



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(chat between Users) or forum, which allows them to comment or share content, please note that the User will be fully responsible for the veracity of their personal details (where indicated) or the attributability to themselves of the chosen nickname, as well as content posted, regardless of the format and / or medium (video, audio, photos, text etc..). Although it has no responsibility in this regard nor any burden of verification, Vaia reserves the right not to publish, in its sole discretion, material with pornographic, pedophilic, obscene, immoral or contrary to morality, inciting racial or political hatred or, for any reason, not in accordance with the law, ethics or privacy of persons and institutions, as well as unsuitable or not in accordance with the purposes of this site.

To make contact with the Company and request information, Vaia provides its contact details. Users are urged to use these addresses only for lawful purposes related to the professional services performed by Vaia or to obtain information from it, undertaking, in particular, to: 1) not to upload, publish, privately send or otherwise transmit or disseminate content that is unlawful, harmful, threatening, abusive, harassing, defamatory and/or slanderous, vulgar, obscene, invasive of another's privacy, racist, classist or otherwise reprehensible; 2) falsify one's identity or otherwise lie about one's profession, interest or relationship with other parties, whether partners, clients, collaborators or otherwise of Vaia; 3) upload, post, privately send or otherwise transmit or disseminate content that he or she does not have the right to transmit or disseminate by virtue of a provision of law, contract or because of a fiduciary relationship (e.g., confidential information, confidential information learned by virtue of an employment relationship or protected by a confidentiality agreement) 4) uploading, publishing, privately sending or otherwise transmitting or disseminating content that involves the infringement of patents, trademarks, secrets, copyrights or other industrial and/or intellectual property rights of third parties; 5) uploading, publishing, privately sending or otherwise transmitting or disseminating advertising, promotional material, "junk mail," "spam," chain letters, pyramids, or any other form of unauthorized or unsolicited solicitation; 6) upload, post, privately send or otherwise transmit or disseminate any material that contains viruses or other codes, files or programs created to interrupt, destroy or limit the operation of Vaia's or third parties' software, hardware or telecommunications equipment; 7) violate, intentionally or unintentionally, any applicable law or regulation, including privacy or unfair competition legislation etc.



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Vaia offers the possibility, through its website, to stay updated about events or initiatives, as well as to receive periodic newsletters or join the community.

Vaia points out that membership in the community represents only an expression of interest and agreement about the times covered, with particular reference to environmental protection, but does not in any way constitute membership in any association, party, movement or other organized or recognized form of association.

Because of the generic scope of the rule, this website, is assimilated to a printed matter, and therefore the provisions contained in Article 2 of Law No. 47 of February 8, 1948, regarding "Compulsory indications on printed matter," namely, place and year of publication, name and domicile of the printer and publisher, should be applied. Specifically, the place is that where our Vaia Company resides, the generalities of the printer coincide with those of the hosting (Aruba) and the name and domicile of the publisher is, in essence, that of Vaia, as the owner of the website.

### **INTELLECTUAL PROPERTY RIGHTS**

This website, considered in its entirety, as well as all material contained herein, is protected by copyright and other intellectual property rights laws. The user is aware that by the term website and content, Vaia intends to refer to any content and technical-informatics element underlying the same, including but not limited to the software that enables its operation and related codes, electronic databases, text, photographs, animations audio and video files regardless of format, reproductions of trademarks, logos, etc the technical solutions adopted, graphic realizations, structure and any other part already made or to be made, virtual animations, multimedia and/or hypertextual elements, regardless of formats, the media that contain them, extension (by way of example but not limited to: mp3, wav, jpg, mpeg, gif, doc, etc.), size, versions in use, techniques used for their distribution and/or transmission.

No content from the site may be copied, reproduced, published, downloaded, resent, transmitted or distributed in any way, except for a single copy, on a single computer, reserved for the exclusive and personal use of the person who made the copy. Reproduction of the legal contents (Privacy Policy, Legal Disclaimer) being provided to Vaia under a consulting agreement for legal services, onerous, non-transferable to third parties, is absolutely prohibited. Any violation will be prosecuted by law.



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The Vaia logo and the corresponding site logo, as well as all logos and trademarks shown (such as those possibly shown in the "Partner" Section) the graphic elements, images and materials on this site are subject to current copyright laws; therefore, it is strictly forbidden to reproduce even partially any element of the pages in question. Names, trademarks and logos that may appear on this site may not be used for any form of advertising or otherwise to indicate sponsorship, patronage or affiliation with products or services without prior written permission from the company that owns the rights. Anyone wishing to use elements owned by Vaia may make a request to the company that owns the rights in order to regulate the manner in which a license for use will be issued.

Photographic material published, where not made directly by Vaia or the professionals whose services it uses, was purchased from the Shutterstock portal or acquired free through Pixabay

The video material was entirely shot by video makers who collaborate with Vaia, based on a licensing agreement with them.

Stock footage about the storm named "Vaia" that hit Val di Fiemme and large parts of Trentino Alto Adige in October 2108 was taken from You Tube, for dissemination purposes only

Vaia has observed the broadest protections so that the copyrights of others are not infringed. Nevertheless, Vaia remains willing to consider any instances and/or claims of others regarding the ownership of intellectual property rights in the published material.

#### **LINKS TO AND FROM EXTERNAL SITES**

This site does not contain external links that provide direct access to other Internet sites, except for the link to its own Facebook page, Twitter, LinkedIn, Instagram, and Google Plus.

Vaia does not exercise any kind of editorial control over such external sites and consequently assumes no responsibility for the availability of such sites, their content, advertising, or the products and/or services available on or from such sites; it makes no recommendations (explicit or implicit) about third-party sites, goods, services, or advertising linked with this site.

Vaia also reminds that Facebook, Twitter, LinkedIn etc are subject to foreign legislation.

Accessing, browsing, updating content, posts or other in the same sites implies acceptance to the transfer of data to those countries, according to the requirements of the GDPR and in particular with the Privacy Shield guarantee.



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Nevertheless, such sites may have different and inferior privacy settings or technical guarantees than those adopted by Vaia and different policies and guarantees.

Vaia will not be liable in any way for any direct or indirect damages that may be caused by the Internet user's access to the site reproduced on social networks and/or third parties and by the user's use of the content and services of such site, except as expressly provided for at the expense of the Owner.

Vaia warns that once you leave its site you are no longer bound by the obligations expressed in this privacy policy, but by that of the external site you are visiting.

It is permitted to place a hyperlink to Vaia's homepage on its website provided that it has been authorized in advance by Vaia itself and, in any case, provided that such website does not contain themes, names, materials or information that are contrary to morality, violent, pornographic or pedophile, denigrating, offensive, obscene inappropriate or illegal, that does not respect the dignity of the individual or intended to show or sell prohibited or illicit objects, substances and/or works, nor does it contemplate content that infringes on copyrights or property rights or otherwise, or in any case that is not in line with the vision of this portal and Vaia's Code of Ethics.

Hyperlinks leading to pages other than the homepage of the site are prohibited unless authorized.

It is also not permitted to carry over any web page of this site within a frameset.

The existence of a hyperlink from a third party site directed to this site does not in any case imply a collaboration between Vaia and this site, unless it is expressly stated.

#### **ADOPTION OF SECURITY MEASURES**

Vaia subjects its site to constant verification of the state of security against the risk of intrusion, damage or other violations of an IT nature, complying with international standards of systems security and recommendations about the adoption of adequate security measures ex D.Lgs. 196/2003, as innovated by D.Lgs. 101/2018, in accordance with EU Reg. 2016/679.

Nevertheless, Vaia cannot provide any warranty as to the compatibility of the content of this site with the user's technical equipment and/or computer system, nor as to the absence of errors or viruses, worms, bugs and "Trojan horses," on this site or the server that hosts it, and shall not be liable for any damages suffered as a result of such harmful factors.





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### **IP ADDRESSES/ STATISTICS**

Vaia warns that all IP addresses are logged on the web server whenever information is requested from the site. These addresses may be used by Vaia for statistical purposes to determine page access speed. This information will help Vaia develop the site and its services based on the specific requirements identified. All information will be treated with the utmost confidentiality, in full compliance with privacy regulations. To get more information about Vaia's compliance with the regulations set forth in EU Reg. 2016/679, the user is invited to consult the web page "[Privacy Policy](#)" and "[Cookies Policy](#)" to whose contents please refer.

### **SITE OPTIMIZATION**

The site is optimized for browsing with all major browsers (Firefox, Chrome, Safari etc) on both mobile and stationary devices

### **AMENDMENTS, APPLICABLE LAW AND JURISDICTION.**

Vaia reserves the right to make changes to the site and these Legal Disclaimers at any time. Users should always refer, as the current version, to the text of the Legal Disclaimers posted at the time of consultation.

The Legal Disclaimers and the relationship between Vaia and users of the site have been prepared and are governed by the laws of Italy. All disputes, if any, between Vaia and users connected with or otherwise related to the use of the site, regardless of the location of the servers, are reserved to the jurisdiction of Italy, within the limits provided by Article 5.1 of the 1980 Rome Convention and Articles 14 and 15 of the Brussels Convention as well as, where applicable, the provisions of Council Regulation (EC) No. 44/2001 of December 22, 2000.

**In the first quarter of 2016, the European Commission made available a platform related to online dispute resolution (called the ODR platform). The purpose of the ODR platform is to facilitate the settlement, as an alternative to a court case, of online disputes concerning contractual obligations arising from contracts for online sales or services. The platform can be reached at this link: <http://ec.europa.eu/consumers/odr>**



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If certain provisions of the Legal Disclaimers are found to be invalid or unenforceable, they will nevertheless be interpreted in a manner that reflects the common intentions of Vaia and the users in accordance with the remaining provisions of the Legal Disclaimers.

Vaia's failure to exercise the rights and provisions set forth in the Legal Disclaimers shall not constitute a waiver thereof unless expressly stated in writing by Vaia.