

# TERMS OF SERVICE

Users of the Services offered by Procosmet Italy acknowledge and accept these terms and conditions.

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## Owner of Procosmet Italy and related Services

Procosmet S.r.l.

Via della Solidarity 29/A

40056 Bologna Italy

Bologna Register of Companies

C.F/P. IVA: IT02883540243

Social capital I.V.: €50000

## Introduction

### This document

This document is a legal agreement between you, the User, and the corporation which runs Procosmet Italy for your use of it and, in any case, for the use of the services provided. “Legal agreement” means that the terms of this agreement are binding on the relationship between you and us once you have accepted the terms.

For simplicity, “User,” “you,” “your” and like terms, either in singular or plural form, refer to you, the User. “Procosmet s.r.l.,” “we”, “our”, “us” and like terms refer to the corporation which owns and manages Procosmet Italy as outlined in the present document. “Procosmet Italy” refers to the current website and/or application. “Agreement” refers to this document, as amended from time to time. Other defined terms are set forth in the section named “Definitions” at the bottom of the Agreement.

### Acceptance of the Agreement

In order to use Procosmet Italy, you must read carefully and agree to this Agreement. Your use of Procosmet Italy implies your acceptance of the Agreement in full. If you do not agree with the present document you must refrain from using Procosmet Italy.

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### Information about Procosmet Italy

Procosmet Italy is an online shop for skin and hair cosmetics and lingerie for women.

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## **Registration, Content on Procosmet Italy and Prohibited Use of Procosmet Italy**

### **Registration**

In order to use the Service or any part of it, Users must register in a truthful and complete manner by providing all the required data in the relevant registration form. The Users must also accept the Privacy Policy and these Terms and Conditions in full. Users are responsible for keeping their login credentials confidential.

### **Deleting User accounts and account termination**

Registered Users can delete their accounts and stop using the Service at any time, through the interface of Procosmet Italy or directly contacting the Owner.

Upon cancellation of the account, the User will only be able to browse through Procosmet Italy but it will not have access to the additional features for which registration is required (e.g. purchase of products). The Owner reserves the right to suspend or terminate the User's account at any time and without notice if it believes that:

- User has violated this Agreement;
- User's access or use of the Service may result in injury to the Owner, other Users or third parties;
- the use of Procosmet Italy by the User may result in violation of law or regulations;
- in case of an investigation by legal action or governmental involvement;
- the account is deemed to be, at the Owner's sole discretion, for whatever reason, inappropriate or offensive or in violation of this Agreement.

### **Content provided by third parties**

The Owner does not moderate the content or links provided by third parties before their publication on Procosmet Italy. The Owner is not responsible for the content provided by third parties or for its availability.

### **Services provided by third parties**

Users may use third-party services or content included in Procosmet Italy, but they must be aware of these third parties' terms and conditions and have given consent to them. Under no circumstances will the Owner be deemed liable in relation to the proper functionality or availability, or both, of third-party services.

## **Forbidden use**

The Service shall be used only in accordance with these Terms.

Users may not:

- reverse engineer, decompile, disassemble, modify or create derivative works based on Procosmet Italy or any portion of it;
  - circumvent any technology used by Procosmet Italy or its licensors to protect content accessible via it;
  - copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through Procosmet Italy;
  - use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of Procosmet Italy or its content;
  - rent, lease or sublicense Procosmet Italy;
  - defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
  - use Procosmet Italy in any other improper way that violates these Terms.
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## **Purchasing Process and Rights of the User**

### **Paid services**

Procosmet Italy provides for services available upon payment of a fee.

The fees, duration and conditions for the accounts and paid services are highlighted in the relevant section of Procosmet Italy.

### **Purchasing process**

Each order sent constitutes an offer to purchase the products. Orders are subject to availability and to the Owner's discretionary acceptance.

Users must select the products and complete the check-out, after having attentively verified the information in the order summary. The order is placed by the confirmation of the same, and is subject to payment of the price, taxes and shipping and further payment fees indicated in the order summary.

The Order Processing Receipt does not constitute acceptance of the order. The order shall be confirmed at the time the Order Confirmation is sent by the Owner to the email address provided by the User. The

Owner reserves the right to invalidate an order by informing the User within 5 business days of placing the order, using the email address associated with their purchase, about the unavailability of one or more of the purchased products. In this case, the Owner will refund the price and the delivery costs incurred by the User.

## **Methods of payment**

Accepted methods of payment are only those listed in check-out process. Procosmet Italy uses third-party tools for its payment processing and is not connected with any of the provided payment information – such as the credit card – in any way.

If the owner of any of such third-party tools refuses to authorize a payment, the Owner cannot provide the Service and will therefore not be liable for any delay or failure to deliver. Any cost related to the User's not accepted payment process will be charged to the User.

## **Availability of products**

Prices, descriptions, or availability of the products displayed are subject to change without notice. The photos posted are of indicative nature and do not constitute a guarantee of the quality of the products. Descriptions and usage indications relating to each product, including their expiry date as displayed online and on or by the product's packaging at delivery, are contractually binding. Incorrect or improper use of the purchased products by the User exempts the Owner from each and every form of liability.

## **Order Completion**

The Order is completed in accordance with the details specified on the order summary page and within the Order Confirmation email, subject to availability of the product ordered.

The Owner shall not be liable for damages suffered as a result of delays in delivery which are not dependent on circumstances foreseen by the parties at the time of the order confirmation.

## **Delivery**

Deliveries are made during normal business hours at the address indicated by the User and in the manner specified in the order summary. The Owner delivers products purchased on Procosmet Italy worldwide, except the following territories: Bahrain, Bulgaria, Egypt, Hong Kong, Iran, Korea, Malaysia, Russia, San Marino, Saudi Arabia, Singapore, Taiwan and Ukraine.

Unless otherwise stated (*e.g.* products out of stock, personalised items *etc.*) products are normally delivered within 7 working days from the conclusion of the contract. Delivery times depend on the shipping address. Delivery times specified in the order summary are purely indicative. Possible delays in delivery will be immediately signalled to Users on Procosmet Italy or personally using the e-mail address communicated at purchase.

Upon delivery, the User must verify the contents specifying any anomalies in the delivery form.

In case of failure to collect the products by the deadline set by the carrier, the products will be returned to the Owner, who will refund the purchase price but not the shipping cost. The Owner cannot be held responsible for errors in delivery due to inaccuracies or incompleteness in the completion of the purchase

order by the User, for any damage occurring to products after delivery to the carrier company where arranged by the User or for delays in delivery attributable to it.

## **Right of cancellation**

In case of purchase of products or services via Procosmet Italy the User has the right to terminate the contract without specifying the reason, within 14 days. The withdrawal period expires after 14 days from the day in which the User or a third party – other than the carrier and designated by the User – takes physical possession of the products. To exercise the right of withdrawal, the User is obliged to inform the Owner of their decision to withdraw by sending an unequivocal statement to the listed contacts.

## **Effects of cancellation**

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including those covering the cost of delivery (except for the additional costs arising from a possible choice of a certain type of delivery other than the standard delivery offered, which would have incurred lower delivery costs) without undue delay and in any event not later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract subject as provided below. Such reimbursements will be made using the same means of payment as used by the User for the initial transaction, unless the User has expressly agreed otherwise; in any event the User shall not incur any additional costs as a result of such reimbursement. The reimbursement may be withheld until the receipt of the goods, or until the User has supplied evidence of having sent back the goods, whichever is the earliest.

The User shall send back the goods and return them to the Owner without undue delay and in any event not later than 14 days from the day on which they have communicated the withdrawal from the contract. The deadline is met if the User sends back the goods before the period of 14 days has expired. The costs of returning the goods is to be borne by the User but will be reimbursed as above. The User is solely liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **Limitations on the right of cancellation concerning products**

Damaged goods, or goods used in any way other than what is strictly necessary to establish their nature, characteristics and functioning, will not be replaced or refunded.

The right of withdrawal does not apply to: goods that were made to the consumer's specifications or clearly personalized or which, by their nature, are liable to deteriorate rapidly, are sealed and do not lend themselves to be returned for hygienic reasons or are related to health protection and were unsealed after delivery.

## **Applicability of the right of withdrawal**

The clauses referring to the exercise of the right of withdrawal, and its consequences and exceptions, shall apply solely to the Users who can be qualified as consumers, i.e. Users who are acting outside of the

scopes of their professional and/or entrepreneurial activity.

## **Guarantee**

The User who buys as a consumer has the right to a guarantee of conformity for products and services bought within 24 months of their purchase, provided that notice is given to the Owner of the defects found within 2 months of their discovery.

To exercise the right of guarantee, the User is obliged to contact the Owner, using the contact information contained in this document, and provide an accurate description of the defect.

If the product does not conform to the description, the User has the right to a repair or replacement of the product.

The User also has right to request a fair price reduction or termination of the contract, in the following cases:

- If repair and replacement are impossible or prohibitively expensive;
- If the Owner has not taken steps to repair or replace the goods within a reasonable period, not less than 15 days;
- Whenever a previously carried out replacement or repair has caused significant inconvenience to the User.

The User is obliged to return defective products.

## **Warranties, Indemnification and Limitation of Liability**

### **Indemnity**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, as the case may be, harmless from and against any claim or demand, including without limitation, reasonable lawyer's fees and costs, made by any third party due to or arising out of the User's content, use of or connection to the Service, violation of these Terms, or violation of any third-party rights.

### **Limitations of liability**

Procosmet Italy and all functions accessible through Procosmet Italy are made available to the Users under the terms and conditions of the Agreement, without any warranty, express or implied, that is not required by law. In particular, there is no guarantee of suitability of the services offered for the User's specific goals. Procosmet Italy and functions accessible through Procosmet Italy are used by the Users at their own risk and under their own responsibility.

In particular, the Owner, within the limits of applicable law, is liable for contractual and non-contractual damages to Users or third parties only by way of intent or gross negligence, when these are immediate and direct consequences of the activity of Procosmet Italy. Therefore, the Owner shall not be liable for:

- any losses that are a not direct consequence of the breach of the Agreement by the Owner;
- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of Procosmet Italy due to acts of force majeure, or at least to unforeseen and unforeseeable events and, in any case, independent of the will and extraneous to the Owner's control, such as, by way of example but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third party services or applications and
- incorrect or unsuitable use of Procosmet Italy by Users or third parties.

In particular, Users acknowledge that products purchased on Procosmet Italy must be used according to the legally prescribed descriptions, procedures and before their expiry dates. The Owner therefore does not bear any liability from whatsoever damage arising to Users because of an incorrect utilisation of the products.

## **Miscellaneous**

### **Service interruption**

To guarantee the Users the best possible use of the Service, the Owner reserves the right to interrupt the service for maintenance or system updates, informing the Users through constant updates published on Procosmet Italy.

### **Service reselling**

Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of Procosmet Italy and of its Service without the Owner's prior written permission, granted either directly or through a proper reselling program.

### **Privacy Policy**

For information about the use of their personal data, Users must refer to the privacy policy of Procosmet Italy.

## **Intellectual property**

All the Application's trademarks, nominal or figurative, and all other marks, trade names, service marks, word marks, illustrations, images, or logos that appear concerning Procosmet Italy are, and remain, the exclusive property of the Owner or available to its licensors and are protected by the laws in force on trademarks and by related international treaties.

All trademarks, nominal or figurative, and all other marks, trade names, service marks, word marks, illustrations, images, or logos that appear concerning third parties and the content published by these third parties on Procosmet Italy are, and remain, the exclusive property of -the Owner -these third parties or available to its licensors and are protected by the laws in force on trademarks and by related international treaties. The Owner does not own the property of these rights and may use them only within the limits and in accordance with the contracts in place with these third parties and for the set out purposes.

## **Age eligibility**

Users declare themselves to be adult according to their applicable legislation. Under no circumstance may persons under the age of 13 use Procosmet Italy.

## **Changes to these Terms**

The Owner reserves the right to modify these Terms at any time, informing Users by publishing a notice within Procosmet Italy.

Users who continue to use Procosmet Italy after the publication of the changes accept the new Terms in their entirety.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation or subcontract all or any rights or obligations under these Terms, as long as the User's rights under the Terms are not affected.

Users may not assign or transfer their rights or obligations under these Terms in any way without the written permission of the Owner.

## **Contacts**

All communications relating to Procosmet Italy must be sent using the contacts stated in this document.



## Severability

If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be void while the remaining provisions will not be affected by this and shall remain in full force and effect.

## Authoritative version of these legal documents

With regard to Users not qualifying as consumers these Terms and Conditions are binding in their Italian version. All other linguistic versions are to be considered mere translations.

## Governing law and jurisdiction

These Terms and any dispute concerning the implementation, interpretation and validity of this agreement are subject to the law, the jurisdiction of the state and to the exclusive jurisdiction of the courts where the Owner has their registered offices. An exception to this rule applies in cases, where the law provides a sole place of jurisdiction for consumers.

## Online dispute resolution for consumers

The consumer resident in Europe must be aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-court method to solve any dispute related to and stemming from online sale and service contracts. As a consequence, if you are a European consumer, you can use such platform for resolving any dispute stemming from the online contract entered into with the Owner. The platform is available at the following [link](#).

The Owner is available for any questions via the email address posted under the Owner's information in this document.

### DEFINITIONS

#### SERVICE

The service provided by Procosmet Italy as described in these Terms and in Procosmet Italy.

#### USER

Any user of the Service, whether a human being or legal entity.

#### TERMS AND CONDITIONS (OR TERMS)

These Terms and Conditions, which constitute a legally binding agreement between the User and the Owner.

#### ORDER PROCESSING RECEIPT

Indicates the email that the Owner sends upon receipt of the Order.

**ORDER CONFIRMATION**

Indicates the email that the Owner sends as shipping confirmation at the moment when the purchased products, or parts of them, are being dispatched.

**EXAMPLE WITHDRAWAL FORM**

Addressed to the Owner [using their complete contact info]: I/We (\*) hereby give notice that I/we (\*) cancel my/our (\*) contract of the sale of the following goods (\*)/for the provision of the following service (\*), Ordered on (\*)/received on (\*), Name of consumer(s), Address of consumer(s), Date