

Website terms of use

1. Property of the Website; Agreement to this Terms of Use

These Terms and Conditions of Use (the “Terms of Use”) apply to this Alientech srl web site and all satellite sites managed by Alientech srl (collectively, the “Site”). The Site is property of Alientech srl.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THE SITE AND LEAVE IMMEDIATELY.

For the purposes of these Terms of use, a User is the person who uses the services offered on the Site, either if only for consultation of the information included therein or to use the restricted areas.

Alientech srl reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Alientech srl grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. Content and copyright

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, software or other materials (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Alientech srl, and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

This Site contains and references trademarks, patents, technologies, products, processes or other proprietary rights of Alientech srl and / or other parties. No license or right to or in any such trademarks, patents, technologies, products, processes and other proprietary rights of Alientech srl and / or other parties is granted to or conferred upon the user. Reproduction or storage of materials obtained from this Site is subject to international copyright laws. No material from the Site may be reproduced, distributed, posted, displayed, uploaded or transmitted. The use of any material from the Site on any other internet, intranet, web or other site or computer environment is prohibited without Alientech srl express prior written permission.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Alientech srl express prior written consent.

You may use information on Alientech srl products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Alientech srl for downloading from

the Site, provided that you (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media without Alientech srl express prior written permission, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

3. Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Alientech srl reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Alientech srl server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Alientech srl, including any Alientech account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Alientech srl’s systems or networks, or any systems or networks connected to the Site or to Alientech srl.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Alientech srl or others.

You agree not to access restricted areas of the Site if you are not the true and lawful holder of the access credentials.

4. Software

Any software that is made available to download from this Site ("Software") is the copyrighted work of Alientech srl and / or its various third-party licensors. Your use of the Software is governed by the terms of the end user license agreement included with the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the license agreement terms. Please note that copyright laws and international treaty provisions protect all Software. Any reproduction of the Software is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted.

Any warranty applicable to the Software will be specified in the terms of the license agreement. You acknowledge that the Software and all documentation and technical information that accompany it are subject to current laws and regulations.

5. Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Alientech srl's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Alientech srl may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Alientech srl makes no commitment to update the materials on the Site with respect to such products and services.

6. Personal Information, Credit Card Information

YOU AGREE THAT ALIENTECH SRL IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR INJURY, LOSS OR DAMAGE TO YOUR COMPUTER, OR INTERCEPTION OR USE OF CREDIT CARD INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF THIS SITE.

ALIENTECH SRL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THIS SITE. YOU AGREE THAT ALIENTECH SRL IS NOT RESPONSIBLE FOR THE CONFIDENTIALITY OF ANY INFORMATION, (INCLUDING BUT NOT LIMITED TO, CREDIT CARD INFORMATION, PERSONALLY IDENTIFIABLE

INFORMATION, EMAIL ADDRESS, PHONE NUMBER, ETC.), AND ALIENTECH SRL IS NOT RESPONSIBLE FOR ANY DAMAGES THAT MAY ARISE FROM DISCLOSURE OF SUCH INFORMATION.

7. Accounts, Password and Security

Certain features or services offered on or through the Site may require you to open an account (including setting up an Alientech ID and password). You acknowledge that Alientech srl will not know the password that you use to access the Site.

You agree to maintain and carefully guard the access credentials Alientech srl may assign you for the use of the Site and its services. You also agree not to share, distribute, or otherwise lease to third parties, even temporarily, these credentials.

You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Alientech srl immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Alientech srl or any other user of or visitor to the Site due to someone else using your Alientech ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Alientech ID, password or account at any time. Alientech srl cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

When registering an account, or in the case of rectification or modification of your personal data, you agree to provide accurate and truthful information which is strictly necessary to the use of our services.

8. Netiquette

You are entirely responsible for any text, video, audio, images, photographs or any other material or content you post on the Site. You are obliged to use the services offered on the Site responsibly. It is particularly forbidden to publish content that infringes the law or third parties rights, or which includes activities or statements that violate the respect for human dignity or that is discriminatory, xenophobic, racist, pornographic, insulting, obscene or defamatory or that may cause offense to others on grounds of nationality, ethnicity, gender, sex, religion, faith or disability or threaten youth or childhood, order or public safety.

Alientech srl does not monitor all of the content posted by the user within the restricted areas of the Site, nor is obliged to do so. However, Alientech srl reserves the right to monitor these contents and edit, delete or remove them without prior notice if, in its sole discretion, Alientech srl deems such contents inappropriate or in violation of the abovementioned rights.

9. Privacy

Alientech srl's Privacy Policy applies to use of this Site. You can view Alientech srl's Privacy Policy at www.alientech-tools.com/legal. When using the services offered on the website you may be required to provide your consent to the processing of your data, according to what indicated for each service. Additionally, by using the Site, you acknowledge and that Internet transmissions are never completely private or secure and accept this risk. By using this Site, you understand that any message or information you send to the Site may be read or intercepted by third parties, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

10. Links to Other Sites and to the Alientech Site

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Alientech srl's control, and Alientech srl is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

11. Limitation of Warranty

ALIENTECH SRL DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. ALIENTECH SRL CANNOT ENSURE THAT ANY DOCUMENTS, SOFTWARE OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. ALIENTECH SRL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALIENTECH SRL DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND / OR ANY ALIENTECH SRL SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST ALIENTECH SRL FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

12. Availability

On some occasions, the Site may be unavailable due to faults or maintenance or for any other reason beyond our control. Alientech srl disclaims all warranties as to quality, functioning, availability or performance of the Site, nor for any content on it.

Alientech srl reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason, without prior notice; (2) to modify or change the Site, or any portion of the Site, and any

applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

13.Limitation of Liability

Except where prohibited by law, in no event will Alientech srl be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Alientech srl has been advised of the possibility of such damages.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

If, notwithstanding the other provisions of these Terms of Use, Alientech srl is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Alientech srl's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Alientech srl (but not including the purchase price for any Alientech srl hardware or software products), or (2) 100,00 Euros. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

14.Indemnity

You agree to indemnify and hold Alientech srl, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Alientech srl due to or arising from your use of the Site.

15.Violation of These Terms of Use

You agree that Alientech srl may, in its sole discretion and without prior notice, terminate your access to the Site and / or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Alientech srl, for which monetary damages would be inadequate, and you consent to Alientech srl obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Alientech srl may have at law or in equity.

You agree that Alientech srl may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement, other government agencies or public administrative authorities, (2) a request by you (account

deletion you request to Alientech srl), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Alientech srl does undertake any legal action against you as a result of your violation of these Terms of Use, Alientech srl will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Alientech srl. You agree that Alientech srl will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

16. Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by Italian law without regard to its conflicts of law's provisions. You agree to the personal jurisdiction by and venue in Vercelli, Italy, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Alientech srl and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law. If the user falls within the definition of consumer based in the European Union, as set in the Legislative Decree no. 206/2005, you may make a claim in the courts of the country where you reside.

17. Void Where Prohibited

Alientech srl administers and operates the Site from its location in Trino, Italy. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside Italy. Alientech srl reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside Italy, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

18.Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation Italian export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Alientech srl with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Alientech srl with respect to such use are hereby superseded and cancelled. Alientech srl will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Alientech srl's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Alientech srl of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Alientech srl and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

The information contained in this web site is subject to change without notice

Copyright © 2019 Alientech srl