

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE This document (together with the documents mentioned herein) contains the conditions that govern the use of this website (www.conerostyle.com) and the purchase of the items contained therein (hereinafter the “Conditions”).

Please read these Terms, the Cookies Policy and the Personal Data Protection Policy (which can be found in the “Privacy Cookie Policy” section of the website) carefully before using this website. We inform you that the use of this website or the transmission of an order through it, implies acceptance of these Conditions and the Data Protection Policies, so if you do not agree with all the aforementioned Conditions and the Data Protection Policies, or if you are unsure of any content, please leave the site or contact us at the following email address: conerostyleschool@gmail.com

Article 1. Scope

1.1 The sale on the Site represents a distance sales contract governed by Chapter I, Title III (Sec. 45 et seq.) Legislative Decree no. 206 of 6 September 2005 (Consumer Code) and Legislative Decree no. 70 of 9 April 2003 on electronic commerce.

1.2 The General Terms and Conditions of Sale apply to all sales processed by the Seller on the Site or via direct link via email. The terms are calculated considering only working days and excluding Saturdays, Sundays and holidays.

1.3 The General Terms and Conditions of Sale may be changed and/or modified at any time. Any changes and/or new conditions will be effective from the date of release on the Site. For this reason, before placing any order, users are invited to visit the website regularly to view the most up-to-date version of the General Terms and Conditions of Sale (or T&Cs or terms and conditions).

1.4 The applicable General Terms and Conditions of Sale are those in force on the date on which the purchase order is placed. At the time of purchase, we invite you to make a copy of the conditions of sale you accept.

1.5 These General Terms and Conditions of Sale do not regulate the sale of products and/or the provision of services by parties other than the Seller, available on the Site through links, banners or hypertext links. Before engaging in business transactions with these parties, you should check their terms of sale. The Seller is not responsible for the provision of services and/or the sale of products by such parties. The Seller does not carry out any control and/or monitoring of the websites accessible via these links. The Seller assumes no responsibility for the contents of these websites, nor for any errors and/or omissions and/or legal violations by said websites.

1.6 The user must carefully read these General Terms and Conditions of Sale and any other information that the Seller provides on the Site, including during the purchase procedure.

Article 2. Digital Purchase, through the Website or with electronic transaction (email)

2.1 The purchase through the Website is allowed to the user either in the form of a registered user of the Website or who acts as a “guest” of the Website and acts both as a consumer and as a trader. As a form of purchase, the one with a direct link via email is included. The purchase of services is therefore allowed both to Conerostyle members and to non-members.

2.2 Pursuant to Article 3, paragraph I, letter a) of the Consumer Code, “consumer” means natural persons who, in relation to the purchase of products or services, act for purposes unrelated to any entrepreneurial, commercial, professional or craft activity carried out.

2.3 Under no circumstances may retailers or, in general, all those who intend to make purchases for the purpose of subsequent resale be authorised to make purchases on the Website. It is therefore forbidden for these subjects to make purchases on the Site.

If you are part of this category of users please contact us at our email conerostyleschool@gmail.com for evaluations of business opportunities.

2.4 In the event of orders that are abnormal with respect to the quantity and/or frequency of purchases, the Seller reserves the right to take all necessary actions to put an end to the irregularities.

2.5 The Seller reserves the right to refuse or cancel orders placed:

by a user with whom the Seller is in dispute

by a user who has violated these General Terms and Conditions of Sale

by a user who has submitted false, incomplete or otherwise inaccurate personal data or who has not sent the Seller the required documents

from a user who has not completed the purchase process

Art.3 Registration on the Site and compilation of data

3.1 To register on the Site, the user must fill in the registration form by entering the following data: name, surname, address, email, telephone number. To purchase Promo Gift Packs, the user must fill in the purchase form by entering the following data: name, surname, address, email, telephone number of the person giving the pack and name, surname, address, email, telephone number of the person who will receive the pack.

3.2 The user undertakes to inform the Seller immediately if it suspects or becomes aware of any unlawful use or disclosure of such data or in the event that the data is incorrect.

3.3 The user hereby guarantees that the personal data provided during the registration or pack purchase procedure on the Site are complete and truthful and undertakes to indemnify and hold the Seller harmless from any loss, damage and/or liability arising from and/or in any way connected with the violation by the user of the provisions regarding registration on the Site, pack purchase or storage of registration credentials. Incorrect information could compromise the use of the services provided by the site, the school or contained in the packs.

Article 4. Information required for the conclusion of the contract

4.1 Pursuant to Legislative Decree no. 70 of 9 April 2003 on e-commerce, the Seller informs the user that: in order to conclude the purchase contract on the Site, the user must fill in an order form in electronic format and send it to the Seller electronically, following the instructions that will appear from time to time on the Site;

the agreement is concluded when the order form reaches the Seller's server once the order form has been submitted, the Seller will send the user, to the email address provided, an order confirmation containing the following:

- a link to the general terms and conditions of sale
- Description of purchases and their price
- an indication of the payment, with a link to complete the purchase procedure
- the delivery time of what has been purchased
- an indication of the delivery costs and any additional costs
- (where applicable) information on the right of withdrawal
- (where applicable) the withdrawal instructions and the model withdrawal form.

Article 5. Product availability

5.1 The availability of digital products is constantly monitored and updated. However, because the Site may be visited by multiple users at the same time, it is possible for multiple users to purchase the same product at the same time. In these cases, the Product may appear to be available for a short time, even if it is actually out of stock or temporarily unavailable, as restocking is required.

5.2 The Website contains information regarding the availability of each product.

5.3 The promo gift packs when present, displayed on the site, will always be purchasable without quantity limit by the buyer as long as he fills in different order forms for several stages of purchase, since each order (form filling) with subsequent payment, will result in the issuance of a single coupon.

Article 6. Duration and conditions of use of the services

6.1 The duration of the coupon and the services purchased through it are 2 (TWO) years.

Any extension of the period of use of the services is not envisaged. In any case, the user may make a specific request only to the manager of the centers who at his sole discretion may extend the period of use of the coupon.

To make a request, please contact the centre using the contact details set out in point 13 of these terms and conditions.

6.2 The use of the contents offered in the Gift Pack may take place ONLY on the opening dates of the venues and during their opening hours. It is not possible to use the services during seasonal closures.

6.3 The use of what is illustrated and offered in the pack can therefore be requested during the seasonal opening periods and cannot be consumed on the dates ranging from 10 July to 20 August.

6.4 The Seller is not responsible for weather conditions or other problems of any nature beyond the Seller's control that alter the plans of the user of the pack or the dates agreed for the consumption of the services.

6.5 To consume the services contained in the Packs, the user must contact the Vendor and agree on the dates available at Conerostyle offices.

The pack does not give any right of precedence over any other consumer of the Seller's services.

6.6 Each Gift Pack is accompanied by an information sheet describing its contents. The images used reflect other Conerostyle members and not the result of the user of the pack which will depend on more external and personal conditions of the user of the pack.

Article 7. Prices

7.1 All prices include VAT, unless otherwise specified.

7.2 The Seller reserves the right to change the price at any time, without prior notice, it being understood that the price charged to the user will be the one indicated on the Site at the time the order is placed, and no fluctuation (increase or decrease) shall occur after the transmission of said order.

7.3 Any shipping costs are expressly and separately indicated in the order form, before the user proceeds with the transmission of the same.

Article 8. Purchase orders

8.1 The Seller will deliver the Products only after receiving confirmation of payment of the Total Amount Due from use. Any risk of loss or damage to the code(s) that cannot be attributed to the Seller, will pass to you, once you or a third party designated by you materially takes possession of the Product(s).

8.2 The purchase contract is terminated subject to non-payment of the Total Amount Due. Unless otherwise agreed in writing with you, your order will be cancelled accordingly.

8.3 In order to send a purchase order, it is necessary to read and approve these General Terms and Conditions of Sale by clicking the appropriate box on the pages of the purchase process. Failure to accept these General Terms and Conditions of Sale will make it impossible to make purchases on this Site.

Article 9. Payment methods for purchases made through the website or direct link in email

9.1 Payment on the Website can be made by:

Payment cards (via PayPal gateway)

PayPal

Bank Transfer (only if specifically requested)

9.2 The Seller accepts the following credit cards:

- VISA
- MasterCard
- American Express

You will only be charged after (i) the details of the payment card used for payment have been verified and (ii) the issuer of the payment card used by you has issued the debit authorization.

The confidential data of the payment card (card number, holder, expiry date, security code) are encrypted and transmitted directly to the reference payment institution without passing through the servers used by the Seller. The Seller, therefore, never has access to and does not store the details of your payment card used to pay for the Products.

The Total Amount Due will only be debited at the time the order is placed.

9.3 In respect of PayPal payments, you will be redirected to the www.paypal.com site, where you will make the payment in accordance with the prescribed procedure regulated by PayPal and the terms and conditions of the contract agreed between you and PayPal. The data entered on the PayPal site will be processed directly by PayPal and will not be sent or shared with the Seller. The Seller is therefore unable to know, or store in any way, the details of the credit card linked to your PayPal account, nor the details of any other form of payment linked to such account.

If payment is made via PayPal, the total amount due will be debited from your account by PayPal at the same time as the conclusion of the online contract.

In the event that there are any, excluding goods such as non-refundable gift packs, in the event of termination of the contract, or in any other case of refund, for any reason, the amount of the refund due to you will be credited to your PayPal account less the costs of reimbursement and crediting the initial amount.

The deadline for crediting the amount to the payment instrument linked to this account depends exclusively on PayPal and the banking system. Once the credit order has been prepared to the said account, the Seller cannot be held responsible for any delay or omission in crediting the refund to the User. Any type of refund to be made under these General Terms and Conditions of Sale will be made to the user's PayPal account.

9.4 If you choose to pay by bank transfer, once we have received your order, the Seller will notify you by email of your bank details and the deadline for making the transfer. To optimize the procedures in case of payment by bank transfer, we invite you to send by email the receipt of the transfer made or the confirmation of the same.

In the case of payment by bank transfer, the delivery term of the Product(s) will start from the date of receipt of the transfer by the Seller, i.e. from the date on which the actual credit to the account in favour of the Seller is confirmed.

The user is required to specify in the reason for payment:

- the buyer's first and last name and the date of the order

Once the order request has been made, the customer must pay within 5 working days. Failure to comply will result in the automatic termination of the contract within the next 3 working days.

Art. 10. Delivery of products

10.1 There are no limitations on delivery, except in the cases indicated on the Site and/or in the Product Sheet.

10.2 The costs for the delivery of digital Products such as PACKS are null and void as the transaction of the coupon will take place digitally by digital sending (email) to the email of the purchaser of the pack. The physical delivery of the pack is in no way intended.

10.3 The Products will generally be delivered within 24 hours or at most within 2 days from receipt of the order with confirmation of payment.

Article 11. Right of Withdrawal, Refund, Conversion

11.1 By purchasing the pack, the user waives any form of refund for what has been purchased.

Once the coupon has been issued with the code that will entitle the user of the services in pack, it will not be possible to request a refund or conversion of the services.

11.2 Each coupon has a unique code issued and registered in the Seller's database, where the associations of each buyer-user code are registered. The coupon therefore has a unique code and is therefore not transferable, copyable, refundable.

11.3 The content of the purchased Coupon (gift Pack) contains an offer created specifically for the Pack presented. It is therefore not possible to request a conversion of the value into cash or other services at Conerostyle offices and even less from partners or any third party.

11.4 However, if it is expressly requested by the user of the coupon, it will instead be possible to implement – unless specifically offered, evaluation and balance of the difference – with services that increase the coupon offer. Such implementation will be at the sole discretion of the Seller who will submit the update of the offer.

Article 12. Applicable law and jurisdiction; Out-of-court dispute resolution

Alternative Dispute Resolution / Online Dispute Resolution

12.1 The purchase contracts concluded between you and the Vendor are governed by Italian law.

12.2 If you are a “consumer”, for any dispute relating to the application, execution and interpretation of these General Terms and Conditions of Sale, the Court is the one in which the Seller's company is based.

Article 13. Customer Support & Complaints

You may request information, send communications, request assistance or make complaints by contacting the Seller's Customer Service as follows:

by email, by writing to: conerostyleschool@gmail.com.

The seller will handle complaints by responding within 5 working days of receipt.

The Terms and Conditions of Sale govern the sale on this site www.conerostyle.com or via direct link from the email conerostyle@gmail.com

The seller is:

CONEROSTYLE S.S.D. A R.L. – Via Bartolini 3b, 60100, Ancona (AN) – P.IVA: 02819480423

Contacts:

Mail_ conerostyleschool@gmail.com (remove the spaces from before and after @)

Telefono_ +39 393 4876607 (Andrea – Head of schools)