

Legal notice

ARTICLE 1: PURPOSE

The purpose of this legal notice and is to precise the information required by law and to set out the conditions under which Flextech Srl makes this Website (the site or website) available to you and the terms and conditions governing your access to and use thereof. Your use of the Website is subject to your compliance with this legal notice, which Flextech Srl reserves the right to amend or update at any given time. By accessing and using the Website, you are agreeing to be bound by the terms and conditions of this legal notice.

If you do not agree with the present terms, please immediately refrain from accessing and/or using this website.

The companies belonging to the Ginegar Group are legal entities in their own right and possess an independent legal status. However, with a view to facilitating the communication of information on this Website, the following terms may be employed: "Flextech Srl," "Group", "Ginegar Group" and "us"; these terms are used to designate all of the companies in the Ginegar Group which each carry out their business independently.

ARTICLE 2: ACCESS TO AND USE OF WEBSITE AND CONTENT

2.1 Website: Access and Use

This Website is available to all users and contains several headings which present, including but not limited our business context, products and contacts.

Flextech Srl retains the right to modify, correct, interrupt and/or withdraw some or all of contents and/or Website at any time without notice. Flextech Srl endeavors to ensure the Website remains available, without however being bound by any obligation to do so. Access to the Website may be modified, temporarily suspended or suppressed for the purposes of maintenance, updating or any other reason, notably of a technical, legal or security nature. Flextech Srl shall not be held liable for these disruptions or any ensuing consequences for the user, whatsoever.

You undertake to refrain from accessing to, or using, the Website in a fraudulent manner.

2.2 Content: Intellectual Property and Use

The Website, as well as the content posted on the Website (including texts, files, graphics, images, videos, soundtracks, podcasts, databases, software, APIs, logos, trademarks, etc.), are protected by intellectual property rights and in particular copyrights and trademarks.

Posting them on-line does not in any way imply a transfer or license of intellectual property rights in any way whatsoever. All these rights are reserved by Flextech Srl and/or Ginegar group.

Flextech Srl grants you the right to download, print and use the content posted on the Website by Flextech Srl, subject to the following conditions in Articles 2.3 and 2.4: (i) if a download function is made available, (ii) if the content is used for non-commercial purposes, (iii) and in good faith, (iv) without modification of the content, and (v) if both the proprietary notices as well as the on-line publication date appearing in the content are left intact, where such information is shown.

Any user who violates this legal notice is liable to civil or criminal prosecution, in particular for infringement of copyright, neighboring rights, the rights of database producers and/or automated data processing systems.

2.3 Restrictions of Use

Unless expressly authorized in advance by Flextech Srl, all reproduction, representation and use in whole or in part of this Website, by any means whatsoever, other than those mentioned in Article 2.2 above, is prohibited. In particular, the following are prohibited:

- any adaptation, provision to the public (solicited or otherwise), distribution, retransmission in any form whatsoever, creation of link, networking and public communication of all or part of the Website, and including its contents, trademarks and logos;
- any extraction or reuse of a substantial part (in terms of quantity and/or quality) of the content of the databases created by the Website or made available on the Website;
- any repeated and systematic extraction or reuse of even a small part of the content of the databases created by the Website or made available on the Website;
- any link, access, modification, addition, deletion that relates to the automatic processing system for online publication.

2.4 Additional rules related to Third Party Content

“Third Party Content” means any content from third parties (including text, files, graphics, images, videos, soundtracks, podcasts, data, databases, software, APIs, logos, trademarks, etc.) made available via the Website by any means whatsoever (including URL links, data feeds from social networks, rss feeds from blogs, etc.).

Any use of Third-Party Content will be subject to the terms of use of the third party concerned. Access via the Website does not imply a transfer or license of the intellectual property rights of the concerned third party in any way whatsoever. All such rights are reserved for the benefit of the concerned third party.

ARTICLE 3: ELECTRONIC COMMUNICATION

To exchange information by e-mail with Flextech Srl, you must fill in the e-mail form available on the Website. Flextech Srl’s responses to e-mails, and the provision of access to the Website and its content may not be deemed to represent or to constitute proof of any advertising, promotional or sales activity in the Country where the user is located.

The indication on the Web site of names, company positions, email addresses and telephone numbers of companies and company employees does not authorize the direct sending of any communication and does not imply availability to receive messages and information, including commercial and advertising ones.

The presence of tax references and the code for electronic invoicing does not authorize the sending of invoices and tax documents unless previously authorized by Flextech srl by writing means.

ARTICLE 4: PROTECTION OF PERSONAL DATA

As a general rule, users visiting our Website are not required to disclose their identity. However, you may be asked for personal information in response to an e-mail enquiry, to offer you a specific service, process an order or for marketing purposes.

The data collected via our Website are intended for the use of Flextech Srl, selected partners and/or service providers acting on its behalf. Such service providers are contractually obligated to keep your personal data confidential and secure. They are required to use your personal data solely for the needs of the tasks entrusted to them.

In order to provide you with the best possible service, Flextech Srl collects data regarding your use of our Website (such as browsing history and your log-in date and time). Flextech Srl may use this data to analyze trends, compile statistics and measure Website traffic.

Flextech Srl collects the IP address of your computer in order to locate the city from where you are logging in to the Website and personalize the content of the website. We will only retain the data for the time necessary to establish your location.

You have some right in particular right to access, rectify and request the deletion of any personal data you may have provided. To exercise your rights, simply send a letter to Flextech Srl, Via Boves 19, cap 12089, Villanova Mondovì (CN) - Italy.

For more information, please refer to our Privacy Policy and Cookie Policy.

Our Website may contain links to other Internet sites. Flextech Srl does not share your personal data with such websites except where social network buttons or plug-ins are used. If you follow a link to any of these websites, you are subject to the said website's own privacy practices over which Flextech Srl has no control and for which Flextech Srl cannot accept liability.

ARTICLE 5: LIMITATION OF WARRANTY AND LIABILITY

5.1 General limitation

UNLESS OTHERWISE PROHIBITED BY MANDATORY LOCAL LAWS, THE WEBSITE AND THE CONTENT PUBLISHED AND/OR MADE AVAILABLE IN OR THROUGH THE WEBSITE IS PROVIDED ON AN "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER AND FLEXTECH SRL EXPRESSELY DISCLAIMS ANY LIABILITY OF ANY NATURE WHATSOEVER REGARDING ANY PART OR ALL THE CONTENTS AND/OR WEBSITE. FLEXTECH SRL MAY NOT BE HELD LIABLE INCLUDING BUT NOT LIMITED TO IN THE EVENT OF ANY CONTAMINATION OF YOUR COMPUTING RESOURCES RESULTING FROM THE PROPAGATION OF VIRUSES OR OTHER IT INFECTIONS. IT IS YOUR RESPONSIBILITY TO TAKE ALL APPROPRIATE MEASURES IN ORDER TO PROTECT YOUR COMPUTING RESOURCES.

FLEXTECH SRL, ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR PARTNERS MENTIONED ON THE WEBSITE MAY NOT IN ANY EVENT BE HELD LIABLE, UNDER A CONTRACTUAL TORT OR ANY OTHER CLAIM, FOR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, OR OF ANY NATURE WHATSOEVER, OR FOR ANY LOSS, IN PARTICULAR OF FINANCIAL OR COMMERCIAL NATURE, RESULTING FROM THE (NON) ACCESS TO AND/OR THE (NON) USE OF THE WEBSITE OR ANY INFORMATION WHATSOEVER OBTAINED IN OR THROUGH THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE THIRD PARTY CONTENT (AS DEFINED IN ARTICLE 2.2 ABOVE).

5.2 Additional limitation regarding Third Party Content and Website

THE WEBSITE MAY CONTAIN SIMPLE OR EMBEDDED LINKS TOWARDS THIRD PARTY CONTENT, WITH THE AUTHORIZATION OF THE LATTER FOR EMBEDDED LINKS. YOU ACKNOWLEDGE THAT FLEXTECH SRL IS NOT RESPONSIBLE FOR AND UNDER NO OBLIGATION TO CONTROL, MONITOR OR CORRECT SUCH THIRD PARTY CONTENT; IN ADDITION, FLEXTECH SRL BEARS NO LIABILITY WHATSOEVER AS TO THEIR ACCESSIBILITY, RELEVANCE, AVAILABILITY, CONTENT, ADVERTISING, PRODUCTS AND/OR THE SERVICES AVAILABLE ON OR FROM THESE WEBSITES. CONSEQUENTLY, FLEXTECH SRL SHALL NOT BEAR ANY LIABILITY WHATSOEVER FOR ANY DIRECT OR INDIRECT DAMAGE WHICH MIGHT RESULT FROM YOUR (NON) ACCESS TO OR (NON) USE OF THE THIRD PARTY CONTENT AND/OR FOR FAILURE BY THESE WEBSITES TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS.

FLEXTECH SRL MAY UPDATE, CHANGE OR MODIFY THE WEBSITE AS A RESULT OF A CHANGE IN, OR UNAVAILABILITY OF SUCH THIRD PARTY CONTENT OR WEBSITE. FLEXTECH SRL MAY ALSO CEASE PROVIDING ACCESS TO THIRD PARTY CONTENT OR WEBSITE WITHOUT ANY LIABILITY TO YOU.

ARTICLE 6: GOVERNING LAW AND JURISDICTION

Any dispute relating to the Website or to this legal notice shall be brought before the Courts of Cuneo, Italy. The dispute shall be governed and construed in accordance with Italian law on the merits, independently of conflict of law. Use of the Website implies the user's express consent to the application of this Article. In the event one of the terms of this legal information should be deemed to be illegal, null and void or inapplicable for any reason whatsoever, it shall be deemed to not be part of this legal notice and shall not affect the validity or application of the other terms.

Legal notice update: January 2024