

Please read these terms of use carefully before using Our Services, which refer to the websites <https://www.pmfactory.it/en> and <https://app2.pmfactory.it/>.

## Acknowledgement

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These websites belong to and are managed by **PMFactory srl** (hereby **“Company”, “we”, “us”, or “our”**). These are the Terms and Conditions governing the use of these Services and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Services.

Your access to and use of the Services is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Services.

These services entail: information and description about the activities of PMFactory; news and updates about Our Services; training courses catalogue; online platform to access tools needed to perform training activities such as forums, download and upload of learning materials, feedback forms; payment methods.

By accessing or using the Services You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Services. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Services.

Your access to and use of the Services is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Websites and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Services.

## Links to Other Websites

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Our Services may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## **Promotional emails (newsletter)**

If you have explicitly agreed to it, You accept to receive from time to time promotional material from Us by mail (newsletter). If You no longer wish to receive such material or news, we invite You to communicate it at any time.

## **Commercial terms**

When you purchase any of the Services offered by Us, you accept the following: (i) you are responsible for reading the complete offer of the Service before agreeing to buy it; (ii) you commit to subscribe a legally binding contract for acquiring the Service and for checking-out from the payment method.

The prices we set for the usage of our Services are shown on the Websites. We reserve the right to modify our prices for the products commercialized at any time and to correct any involuntary mistakes which may happen. Further information about prices and related taxes are available upon request.

## **Refund policy**

In case of withdrawal from a course, a written statement of its communication is accepted up to 6 working days before the beginning of the course.

If the withdrawal is received after this deadline, or if the User fails to show up during the entirety or part of the course, still payment of the total sum is due in its entirety, given its predetermination in relation to organizational and training needs.

The Company reserves the faculty to re-schedule the starting date of a course or to cancel it if the minimum number of participants is not achieved. Any variation will be timely communicate to the participant and total refund of any already processed payment will take place.

## **Right to change the offer**

We may, without warning, change our Services; stop offering our Services or some of their features; limiting the Services. We may interrupt or suspend permanently or temporarily the access to our Services without warning or responsibility for any o no reason.

## **Intellectual property rights, copyright and logos**

The Services and all the materials here included or transferred, such as software, images, texts, design, logos, patents, brands, copyright, photos, audio files, video files, music and all intellectual property rights related to them are exclusively property of PMFactory srl. Without explicit indication in the present document, nothing in these Terms will be considered as a license for these intellectual property rights and the User accepts not to sell, lease, rent, modify, distribute, copy, reproduce, transmit, publicly show, publicly execute, publish, adapt, modify or create derived works.

## **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Services will cease immediately.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## **Governing Laws and Disputes Resolution**

The laws of the Italian Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Services. Your use of the Application may also be subject to other local, state, national, or international laws.

If You have any concern or dispute about the Services, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users, if You are a European Union consumer, you will benefit from any

mandatory provisions of the law of the country in which you are resident in.  
For United States Users, You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability and Waiver**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.  
Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## **Changes to These Terms of Use**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. Therefore, we invite You to consult this document often. When we substantially modify our Terms, we will notify You. What constitutes a substantial material change will be determined at Our sole discretion.  
By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions about these Terms of Use, You can contact us:

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