

Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the website www.melicucinoio.com (which offers recipes) is offered to users.

1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, will have the meaning indicated here below:

- o **Owner:** Melissa Valenti, C.F. VLNMS84H67B201W
- o **Application:** the website www.melicucinoio.com
- o **User:** any person who accesses and uses the Application
- o **Conditions:** this specific contract, which governs the relationship between the Owner and the Users.

2. Detailed information on the offer of the Application

The Application provides Users with recipes for making various types of sweets, with photos and detailed descriptions of the procedures.

3. Scope of the Conditions

The use of the Application implies the acceptance of the Conditions by the User. If the User does not intend to accept the Conditions and / or any other note, legal notice, information published or referred to therein, may not use neither the Application nor related services.

The Conditions can be changed at any time. Any changes will be in effect from the time of their publication on the Application.

Before using the Application, the User is required to carefully read the Conditions and to save or print them for future consultations.

The Owner reserves the right to change at its discretion, at any time, the graphic interface of the Application, contents and their organization, as well as any other aspect that characterizes the functionality and management of the Application, communicating to the User, where necessary, the relative instructions.

4. Creative Commons License

The Contents and / or materials available on the Application are made available on the basis of the terms of this license "Creative Commons Public License CC BY 4.0 IT" (hereinafter "License"). The Contents and / or materials available on the Application are protected by copyright, by other rights attributed by the law on copyright (related rights, rights on databases, etc.) and / or other applicable laws. Any use of the contents and / or materials available on the Application that is not authorized under the License and / or other applicable laws is prohibited.

The Owner grants the User the rights listed below on condition that he agrees to comply with the terms and conditions of the License.

The Owner allows the User to reproduce, distribute, communicate to the public, represent, perform, act, transform the Contents and / or materials available on the Application by any means and format, for any purpose, including commercial, provided that the User acknowledges the paternity of the work to the Owner and provides a link to the license and indicates whether they have been carried out changes.

The full license can be consulted at this address: <https://creativecommons.org/licenses/by/4.0/legalcode.it>

5. Disclaimer of Warranty

The Application is provided "as is" and "as is available" and the Owner makes no express or implied warranties in relation to the Application; the Owner does not provide any guarantee that the Application will meet the needs of Users or that it will never break, or it will be error free, or it will be virus or bug free.

The Owner will do the best to ensure that the Application is available continuously 24 hours a day but will not be able in any way to be held responsible if, for any reason, the Application is not accessible and / or operational in any moment or for any period. Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons completely unrelated to the will of the Owner or due to force majeure.

6. Limitation of Liability

The Owner cannot be held responsible to the User, except in the case of willful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be responsible for damages, losses and costs suffered by the User as a result of the failure to execute the contract for reasons not attributable to him.

The Owner assumes no responsibility for any fraudulent and illegal use that may be made by third parties of the credit cards and other means of payment.

The Owner will not be responsible for:

- any loss of commercial opportunity and any other loss, even indirect, possibly suffered by the User who is not a direct consequence of the violation of the contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties

In no case, the Owner can be held responsible for a sum greater than double the cost paid by the User.

7. Force majeure

The Owner cannot be held responsible for the failure or delayed fulfillment of its obligations, for circumstances beyond the reasonable control of the Owner due to events of force majeure or, in any case, to unforeseen and unpredictable events and, in any case, independent from his will.

The fulfillment of the obligations by the Owner will be considered suspended for the period in which events due to force majeure occurs.

The Owner will carry out any act in his power in order to identify solutions that allow the correct fulfillment of personal obligations despite the persistence of force majeure events.

8. Link to third party sites

The Application may contain links to third party sites / applications. The Owner does not exercise any control over them and, therefore, the Owner is in no way responsible for the contents of these sites / applications. Some of these links may refer to third party sites / applications that provide services through the Application. In in these cases, the general conditions for the use of the site / application and for the use of the service will apply to the individual services prepared by third parties, with respect to which the Owner assumes no responsibility.

9. Applicable law and competent court

The Conditions are subject to Italian law.

For any dispute relating to the application, execution and interpretation of these Conditions, the court of law of the place where the Owner is based has jurisdiction.

Date 19/06/2020