

Terms and Conditions – Web Site- App





Terms and Conditions

LIBERTY LINES S.P.A., with registered office in VIA G.S. VULPITTA N. 5 TRAPANI, VAT 01920660816, TP 105341, share capital 10.330.000 I.V., phone number 0923/541081, e-mail address info@libertylines.it, PEC address USTICALINES@PEC.USTICALINES.IT, (hereinafter the “Holder”) provides all users with the ability to access and use the website www.libertylines.it (hereinafter the “Application”) that the Holder exclusively owns, that offers prenotazione e vendita biglietti di viaggio (hereinafter the “Products” or individually the “Product”).

Please read these terms and conditions (hereinafter the “Terms”) before using the Application. By using the Application, the User accepts the Terms and agrees to comply with them. The User may not use the Application without accepting the Terms.

The Holder may amend or merely update, wholly or in part, these Terms. Such amendments and updates to the Terms will become binding once published on the Application. The User is therefore invited to review the Terms at each access to the Application and is recommended to print a copy of the Terms for future reference.

1. Registration

In order to use some Application features, Users must register by providing, in a truthful and exhaustive manner, all the information requested in the relevant registration form and accept, in their entirety, both the privacy policy (www.libertylines.it) and these Terms. The User is responsible of keeping login credentials secure.

It shall be understood that under no circumstances the Holder may be responsible for any loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of Users credentials.

2. Account cancellation and closing

In case of violation by the User of these Terms or the applicable legal provisions, the Holder has the right to suspend or cancel the User’s account at any time and without notice.

3. Purchases on the Application

Purchases of one or more Products on the Application are permitted both to Users who fall within the category of consumers as well as those who don’t.

According to Article 3, paragraph 1, sub-paragraph a) of Legislative Decree 206/2005 (the “Codice del Consumo”), consumers are defined as natural persons who, in the purchase of the Products, act for purposes not related to their entrepreneurial, trading, professional or artisanal activities.

Natural persons may only purchase the Products if they have reached the age of eighteen.

The Holder undertakes to describe and to present the Products sold on the Application to the best of his abilities. Nonetheless, some mistakes, inaccuracies or minor differences between the Application and the actual Product may occur. In addition, any picture of the Products which may be found on the Application does not constitute a contractual element, but merely provides a visual representation of the Product.

The Products, prices and conditions of sale of the Products, subject to availability, do not constitute a public offer; therefore, they should always be considered as approximate and subject to confirmation by the Holder either via e-mail or through the order confirmation page, subject to availability of the chosen Product.

The User expressly confers to the Holder the right to accept, wholly or in part, the order (for example if not all of the ordered Products are available). In this case, the contract will only be completed with regard to the Products which are actually sold. The Holder retains the right to change, at any time, the price of the Products. It shall be understood that any changes will not apply to contracts already concluded before such modifications.

The selling prices of the Products include VAT; any other tax borne by the User will be displayed prior to order

confirmation.

The payment methods to purchase the Products will be displayed on the Application at the time of purchase.

4. Conclusion of the contract

The contract entered into through the Application is concluded when the User receives, via email and / or through the Application interface, the formal confirmation of the order, by which the Holder accepts the order and informs the User that it is going to proceed with the provision of the Products.

The contract should be considered as being concluded at the location of the Holder's registered office.

The Holder has the right to refuse an order:

1. when the Product is not available;
2. when the Holder fails to receive the authorisation to charge the User with the cost of the Product;
3. when, at the time of purchase, the price displayed is obviously incorrect and is recognisable as such. In such case, the User will be contacted by the Customer Service to be informed of the situation and will be refunded the amount charged.

Unless the User has received the confirmation referred to in the paragraph above, the User has the right to cancel the order by sending an e-mail to the Holder, as further detailed in the clause concerning the "Right of Withdrawal."

5. Billing

The Holder, when requested, will provide the User with the commercial invoice. Users who may wish to receive the invoice will be required to provide their billing information. The invoice will be issued according to the information provided by the User, which the latter declares and ensures to be truthful, thus conferring the Holder with the widest indemnity on the matter.

6. Right of withdrawal concerning digital Products and / or services

The User unsatisfied for whatever reason with the purchase of digital Products (not supplied on a tangible medium) or services, has the right to withdraw from the contract within 14 days from the day of conclusion of the contract, by sending a written communication at the email address rimborsi@libertylines.it or by calling the Customer Service at 0923/873813, specifying any reference needed to identify the purchase.

The User acknowledges and agrees to lose the right of withdrawal at the time download and/or once the performance of the contract has begun, if he has specifically consented to losing his right of withdrawal at the beginning of the performance of the contract.

In case of withdrawal within the above notice period, the Holder will refund the User with all the payments received by the latter, without undue delay, and in no circumstances later than 14 days after the withdrawal notice by the User.

The Holder will refund the User through the same payment method used by the latter for the online purchase.

7. Optional form for enforcing the right of withdrawal

Optionally, the User may withdraw from the Contract by completing the following form, that must be sent at the email address rimborsi@libertylines.it before the expiration of the withdrawal period:

I hereby communicate the withdrawal from the purchase contract of the following goods/services _____

Order number: _____

Order date: _____

Name and surname: _____

Address: _____

E-mail address associated with the account from which the order was made: _____

Date: _____

8. Industrial and intellectual property rights

The Holder declares to be the holder and / or licensee of all intellectual property rights related and / or

referring to the Application and / or the materials and contents available on the Application. The User may solely use the Application and the materials and contents included therein for personal, and non-commercial purposes. These Terms do not grant the User any license to use the Application and / or the individual contents and / or the materials available therein. Any other use or reproduction of the Application or material or content included therein is strictly prohibited.

All trademarks, names and figurative or other signs, trade names, service marks, word marks, trade names, pictures, images, and logos appearing on the Application are and remain the exclusive property of the Holder, or its licensors, and are protected by applicable trademark laws and relevant international treaties.

Any attempt to reproduce the explanatory texts and contents included in the Application, if not authorised, will be considered as a violation of the industrial and intellectual property right of the Holder.

9. Exclusion of warranty

The Application is provided “as is” and “as available” and the Holder does not provide any express or implied warranty in relation to the Application, nor provides any guarantee that the Application will meet the needs of Users, or that it will work without interruption, free of any error or virus or bug.

The Holder will work to ensure that the Application will be available 24 hours a day without interruptions, but may never be held liable if, for any reason, the Application may not be available and / or not operative at any moment or period in time. Access to the Application may be temporarily suspended and without notice in case of a system failure, maintenance or repair works or for reasons totally beyond the Holder’s control or due to causes of force majeure.

10. Limitation of Liability

The User agrees to indemnify and hold harmless the Holder (as well as any company or subsidiary, including its representatives, associates, consultants, directors, agents, licensees, partners and employees) from any obligation or responsibility, including any legal expenses incurred for trial defence, that may arise from damage caused to other Users or third parties, concerning any Content uploaded online, any violation of the law or any terms of the present Terms.

Therefore, the Holder shall not be liable for:

1. any losses that are not direct consequence of a breach of the contract by the Holder;
2. any loss of business opportunity and any other loss, either direct or indirect, which may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of business contracts or relationships, loss of reputation or goodwill, etc.);
3. damages or losses resulting from interruptions or malfunctions of the Application due to events of force majeure, or due to any accidental and unpredictable events which are, in any case, independent of the will and beyond the Holder’s control, such as, but not limited to, failure or disruptions to telephone or electrical lines, the Internet and / or to other means of communication, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the provision of products, services or applications by third parties;
4. incorrect or unsuitable use of the Application by Users or third parties;
5. the issuing of false tax documents due to mistaken details provided by the User, the latter having exclusive responsibility for the correct entry of such details

Under no circumstances will the cap on the Holder’s liability exceed double the cost paid by the User for the service purchased.

11. Link to third party websites

The Application may contain links to third party websites. The Holder has no power over these websites and therefore is not, in any way, responsible for their contents.

Some of these links may relate to websites of third parties that provide services through the Application. In these cases, the individual services will be regulated by the general terms for the use of the website and services provided by such third parties, in respect of which the Holder assumes no responsibility.

12. Force Majeure

The Holder cannot be held liable for the failure or delay in performing of the obligations listed herein, due to circumstances which are beyond the reasonable and predictable control of the Holder. The performance of the Holder's obligations, pursuant to the present Terms, shall be deemed suspended during the period in which events of force majeure such as accident, explosion, fire, strikes, earthquakes, floods and other similar events that prevent, in whole or in part, the performance of the contract within the time agreed occur. The Holder will take any action within its power in order to find solutions to allow the proper fulfilment of his/her obligations despite the endurance of the events of force majeure.

13. Waiver

No waiver, by either parties to an article of the present Terms, shall be effective unless it is expressly stated to constitute a waiver and is communicated in writing.

14. Severability

If any of the provisions contained herein shall result unlawful or invalid, it will not be considered any more as part of the Terms, without affecting the enforceability of the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

15. Amendments

The Holder reserves the right to amend, at any time, these Terms by giving specific notice on the Application. The User acknowledges and agrees that any amendments to these Terms will apply to the orders placed by the Users after the date of notice of such amendments.

16. Privacy

The protection and processing of personal data will be pursued in accordance with the Privacy Policy, which can be found on the following page www.libertylines.it

17. Governing Law and Place of Jurisdiction

These Terms and any dispute concerning the interpretation, performance, validity of this contract shall be submitted to the exclusive jurisdiction of the Court where the Holder has its registered office.

If the User is a consumer as defined under Article 3 of the Consumer Code, the judge of the place of residence or domicile of the consumer, if located in the territory of the Italian State, has mandatory territorial jurisdiction, with no prejudice to the consumer User's entitlement to bring proceedings in courts other than the "place of jurisdiction of the consumer" pursuant to Article 63 of the Consumer Code, in charge for the area according to one of the criteria set out in Articles 18, 19 and 20 of the "Codice Processuale Civile" ("Civil Procedure Code").

18. Online dispute resolution for consumers

Any consumer who resides in Europe must be aware that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This tool can be used by European consumers to solve, via a non-judicial route, any dispute relating to and / or arising from contracts of sale of goods and services entered into online. As a result, European consumers may use the aforementioned platform for the resolution of any dispute arising from the online contract entered into with the Holder. The platform is available at the following link: <http://ec.europa.eu/consumers/odr/>

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