



## Terms and conditions

LIBERTY LINES S.P.A. , with registered office in 5, VIA G.S. VULPITTA, TRAPANI, VAT number 01920660816, TP 105341, share capital 10,330,000 I.V., telephone number 0923 541081, email address [commerciale@libertylines.it](mailto:commerciale@libertylines.it), certified email address [LIBERTYLINES@PEC.USTICALINES.IT](mailto:LIBERTYLINES@PEC.USTICALINES.IT), (hereinafter the "Owner") gives all Users the possibility to access and use the website [www.libertylines.it](http://www.libertylines.it) (hereinafter the "Application"), of which it has exclusive ownership, which offers bookings and the sale of travel tickets (hereinafter "Products" or, individually, "Product").

Please read these terms and conditions (hereinafter the "Terms") before using the Application. By using the Application, the User agrees to the Terms and agrees to abide by them. Should that not be the case, the User may not use the Application.

The Owner may modify or simply update some or all of the Terms. Changes and updates are binding as soon as they are published on the Application. The User is therefore encouraged to review the Terms each time he or she accesses the Application and is advised to print of a copy for future reference.

### 1. Registration

In order to use certain features of the Application, the User must register by providing truthfully and completely all the data requested on the relevant registration form, and fully accept the privacy policy ([www.libertylines.it](http://www.libertylines.it)) and these Terms. The User is responsible for safeguarding his or her own login credentials.

It is understood that under no circumstances may the Owner be held liable in the event of loss, diffusion, theft or unauthorised use by third parties, for any reason whatsoever, of the User's login credentials.

### 2. Account closure and deletion

In the event of violation by the User of these Terms or of the provisions of applicable law, the Owner reserves the right to suspend or close the User's account at any time and without notice.

### 3. Purchases made on the Application

The purchase of one or more Products through the Application is permitted both to Users who are consumers and to those who are not consumers.

Pursuant to Art. 3, paragraph 1, letter (a) of the Legislative Decree No. 206/2005 ("Consumer Code") it should be noted that consumers are natural persons who, in relation to the purchase of Products, act for purposes unrelated to any entrepreneurial, commercial, professional or craft activity carried out.

Natural persons are only allowed to make purchases if they have reached the age of 18 years.

The Owner undertakes to describe and present the Products sold on the Application in the best possible way. However, there may be errors, inaccuracies or minor differences between the Application and the actual Product. Furthermore, any photographs of the Products present on the Application do not constitute a contractual element, as they are only representative.

The Products, prices, and conditions of sale of the Products, within the limits of their availability, do not constitute an offer to the public; therefore, they must always be considered indicative and subject to express confirmation by email or by displaying the order confirmation page on the part of the Owner, subject to verification of the availability of the selected Product.

The User expressly grants the Owner the right to accept even only partially the order placed (for example, if not all the Products ordered are available). In this case, the contract shall be deemed to have been concluded with respect to the Products actually sold. The Owner reserves the right to modify, at any time, the price of the Products.

It is understood that any changes will in no way affect contracts already concluded before the change.

The selling prices of the Products are inclusive of VAT; any other tax payable by the User will be indicated before confirmation of the purchase.

Payment for the Products can be made using the methods indicated on the Application at the time of purchase.

#### 4. Conclusion of the contract

The Contract entered into through the Application is considered concluded when the User receives, by email and/or by viewing a page of the Application, the formal confirmation of the order in which the Owner accepts the order sent by the User and informs him or her that he or she can proceed with the processing of the same. The Contract shall be concluded at the place where the registered office of the Owner is situated. The Owner reserves the right to refuse an order:

1. When the Product is not available;
2. When the Owner does not receive the authorization to charge the cost of the Product to the User;
3. If a price which is clearly incorrect and recognisable as such is indicated at the time of purchase. In this case, the User will be contacted by Customer Services to be informed of the fact and will receive a refund for the transaction made.

Until the User has received the confirmation referred to in the previous point, he or she has the right to cancel the order by sending an email to the Owner's email address, as is better specified in the clause on the "Right of Withdrawal".

## 5. Invoicing

If requested by the User, the commercial invoice will be sent by the Owner. The User who wishes to receive an invoice will be asked for the billing data. For the issuing of the invoice, the information provided by the User and which he declares and guarantees to be true shall be deemed authentic, releasing the Owner from any further indemnity in this regard.

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

If for any reason the User is not satisfied with his or her purchase of digital Products (not provided on a physical medium) or services, he or she may withdraw from the contract within 14 days from the day of the conclusion of the contract by sending a written communication to the email address [rimborsi@libertylines.it](mailto:rimborsi@libertylines.it) or by calling Customer Service on 0923 873813, and including the details necessary for identifying the purchase. The User acknowledges and agrees to lose the right of withdrawal at the time of downloading and/or after the start of the execution of the contract, if the execution began with the express agreement of the User and with the acceptance of the loss of the right of withdrawal.

If the User decides to withdraw from the contract within the aforementioned period, the Owner shall reimburse all payments received from the User without undue delay and, in any case, no later than 14 days from the day on which the User notified the Owner that he or she wishes to withdraw from the contract.

The Owner will reimburse the price of the Product via the same payment method originally used by the User.

## 7. Optional form for exercising the right of withdrawal

The User may withdraw by using the following form, which should be sent completed in its entirety to the email address [rimborsi@libertylines.it](mailto:rimborsi@libertylines.it) before the expiration of the withdrawal period:

I hereby give notice that I am withdrawing from the contract of sale for the following goods/services:

Order number: \_\_\_\_\_

Ordered on: \_\_\_\_\_

Name and Surname: \_\_\_\_\_

Address: \_\_\_\_\_

Email associated with the account from which the order was made: \_\_\_\_\_

Date: \_\_\_\_\_

## 8. Industrial and Intellectual Property Rights

The Owner is the owner and/or licensee of all the intellectual property rights regarding and/or related to the Application and/or the materials and content available on the Application. The User may use the Application and the materials and content contained therein only for his or her personal and non-commercial use. These Terms do not grant the User any user license relating to the Application and/or any individual content and/or materials available therein. Any other use or reproduction of the Application or of the materials or content therein is strictly prohibited.

All trademarks, figurative or nominative, and all other signs, brand names, service marks, trademarks, word marks, trade names, illustrations, images or logos appearing in the Application are and remain the exclusive property of the Owner or its licensees and are protected by current trademark laws and related international treaties.

Any reproduction in any form of the explanatory texts or of the contents of the Application, if not authorized, will be considered violations of the intellectual and industrial property rights of the Owner.

#### **9. Warranty Exclusion**

The Application is provided "as is" and "as available" and the Owner does not provide any express or implied warranty with respect to the Application, nor does it provide any warranty that the Application will meet Users' needs or that it will never have interruptions or errors or be free of viruses or bugs.

The Owner shall make all efforts to ensure that the Application is available 24 hours a day, but it shall not be liable in any way if, for any reason, the Application is not accessible and/or operational at any time or for any period. Access to the Application may be temporarily suspended without notice in the event of system failure, maintenance, repairs or for reasons completely beyond the Owner's control or due to force majeure.

#### **10. Limitation of Liability**

The User agrees to hold harmless and indemnify the Owner (and any subsidiaries or affiliates, its representatives, collaborators, contractors, consultants, administrators, agents, licensors, partners or employees) from any obligation or liability, including any legal fees incurred to defend the User in court, which may arise from damages caused to other Users or third parties in relation to content uploaded, the violation of the law or the violation of these Terms.

Therefore, the Owner will not be responsible for:

- 1.** Any loss that is not a direct consequence of a breach of the Contract by the Owner;
- 2.** Any loss of commercial opportunities or any other loss, even indirect, that the User may suffer (such as, by way of example but not limited to, commercial losses, loss of revenue, income, presumed profits or savings, loss of contracts or trade relations, loss of reputation or goodwill value, etc.);
- 3.** Damages or losses deriving from interruptions or malfunctions of the Application due to events of force majeure or, in any case, unforeseen and unforeseeable events and, in any case, independent of the wishes or beyond the control of the Owner, such as, and by way of example but not limited to, breakdowns or interruptions to telephone or power lines, to the internet and/or, in any case, to other instruments of transmission, unavailability of websites, strikes, natural events, viruses or cyber attacks, interruptions in the delivery of products, services or applications of third parties;

4. Incorrect or inappropriate use of the Application by Users or third parties;
5. The issue of incorrect fiscal documents due to errors in the data provided by the User, the latter being solely responsible for the correct provision of data.

In no case may the limit of liability of the Owner be higher than twice the cost paid by the User for the service used.

#### 11. Links to third party websites

The Application may contain links to third-party websites. The Owner does not exercise any control over them and, therefore, is not in any way responsible for the contents of these sites.

Some of these links may refer the User to third party sites that provide services through the Application. In these cases, the general conditions for the use of the site and for the use of the service offered by third parties will apply to the individual services, for which the Owner does not assume any responsibility.

#### 12. Force majeure

The Owner shall not be held liable for any failure or delay in the fulfilment of its obligations herein that is due to circumstances beyond the Owner's reasonable and foreseeable control. The fulfilment of the obligations by the Owner under these Terms shall be deemed to be suspended for the period in which the Force Majeure Events occur. The Owner shall perform any act in its power to find solutions that allow the proper fulfilment of its obligations despite the persistence of the Force Majeure Events.

#### 13. Waiver

No waiver by either party of any article of these Terms will be effective unless it is expressly stated to be a waiver and is communicated in writing.

#### 14. Invalidity of individual clauses

If any provision of these Terms is found to be illegal or invalid, it shall not be deemed to form part of the General Terms and Conditions and this shall not affect the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

#### 15. Amendments

The Owner reserves the right to modify these Terms at any time, giving express notice on the Application. The User acknowledges and agrees that any changes to these Terms will apply to orders submitted by Users after the date of notice of the change to the Terms.

#### 16. Privacy

The protection and processing of personal data will be in accordance with the Privacy Policy, which can be found on the webpage [www.libertylines.it](http://www.libertylines.it).

#### **17. Applicable law and place of jurisdiction**

These Terms and all disputes regarding the execution, interpretation and validity of this contract are subject to Italian law and to the exclusive jurisdiction of the court of the place where the Owner has its registered office.

If the user is a consumer pursuant to Article 3 of the Consumer Code, the binding territorial jurisdiction is the court of the place of residence or domicile of the consumer, if located in the territory of the Italian State, without prejudice to the right of the user-consumer to have recourse to courts other than those within the "consumer's jurisdiction", pursuant to Article 66 b of the Consumer Code, that have territorial jurisdiction according to one of the criteria set out in Articles 18, 19 and 20 of the Civil Procedural Code.

#### **18. Online dispute resolution for consumers**

Consumers living in Europe should be aware that the European Commission has set up an online platform that provides an alternative dispute resolution tool. This instrument can be used by European consumers to resolve in a non-judicial manner disputes relating to and/or deriving from contracts for the sale of goods and services concluded online. Consequently, the European consumer may use this platform for the resolution of any dispute arising from the online contract entered into with the Owner. The platform is available at the following web address: <http://ec.europa.eu/consumers/odr/>