

# Terms and Conditions

Here below are described the terms and conditions at which Jenny s.n.c. di Stizzoli Marco & C. offers to its Users the access to its available services on the website bicityhotel.com.

## 1. Definitions

To allow a full understanding and acceptance of these terms and conditions, the following terms shall have the meanings as indicated below and it should be stated that the same meaning refers both to singular and plural uses:

- **Holder: Jenny s.n.c. di Stizzoli Marco & C.**, with registered office in Via S. Cristina, 4 - 37011 Bardolino (VR) Italy, VAT No. 02933760239, \_\_\_\_\_, share capital \_\_\_\_\_, phone number +39 045 721 1351, e-mail address [info@bicityhotel.com](mailto:info@bicityhotel.com), PEC address \_\_\_\_\_;
- **Application:** the website bicityhotel.com, managed by the Holder, who offers Hotel on Lake Garda;
- **Products:** the products and/or the services offered through the Application;
- **User:** the person accessing the Application, regardless of the legal nature and objective pursued, interested in the Products offered through the Application;
- **Consumer:** any natural person who acts for purposes other than the entrepreneurial, business, handicrafts or professional activity performed;
- **Conditions:** the present agreement which regulates the relationship between the Holder and the Users.

## 2. 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.

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.

## 3. 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.

## 4. Limitation of Liability

The Holder shall not be responsible towards the User, excepting fraud or gross fault, for disservices or malfunctioning in relation to the internet network, which are not under its control or the control of its sub-suppliers.

The Holder shall not be responsible for damages, losses or costs suffered by the User after the failed execution of the contract for reasons not attributable to the Holder.

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. incorrect or unsuitable use of the Application by Users or third parties;

## 5. Force majeure

The Holder shall not be held responsible in case of failure or delayed execution of duties, caused by circumstances which are not under the reasonable control of the Holder due to force majeure events or, in any case, to unforeseen and unforeseeable events and, in any case, events beyond the control, e.g. breakdowns or interruptions to telephone or electrical lines, to the internet and / or in any case to other transmission tools, unavailability of websites, strikes, natural events, viruses and cyber attacks, interruptions in the provision of products, services or third-party applications. The fulfilment of the duties by the Holder shall be suspended for during the aforesaid events.

The Holder shall implement any action within its power to identify the solutions that would allow the fulfilment of its duties regardless of the continuation of the force majeure events.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. 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 <https://www.iubenda.com/privacy-policy/33581030>

## 10. 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").

## 11. 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 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, 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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