

Ludistar Terms and Conditions

These Terms govern

- the use of this Application e
- any other Agreement or legal relationship with the Owner

in a binding manner. Capitalized expressions are defined in the relevant section of this document.

The User is asked to read this document carefully.

Although the contractual relationship relating to the purchase of such Products is concluded exclusively between the Owner and Users, Users acknowledge and accept that, if the provision of this Application has taken place through the Apple App Store, Apple may exercise rights deriving from these Terms in capacity as third party beneficiary.

This Application is a service of:

Ludistar s.r.l.

Owner's email address: ludi-star@casellapec.com

Information about this Application

Ludistar - the first social network dedicated to sport.

“This Application” refers to

- this site, including its subdomains and any other site through which the Owner offers the Service;

To know at a glance

- Please note that certain provisions of these Terms may only apply to certain categories of Users. In particular, some provisions may apply only to Consumers or only to Users who are not acting as Consumers. These limitations are always explicitly mentioned in each affected clause. If not mentioned, the clauses apply to all Users.

- Access to this Application is permitted to Users who meet the age requirements specified in these Terms.

- The right of withdrawal applies only to European Consumers.

- Subscriptions to Products offered on this Application are subject to automatic renewal.

Information on a) length of the renewal period, b) cancellation method and c) notice period is set out in the respective sections of these Terms.

- Important: Different rules apply to Consumers, as described in the relevant section of these Terms.

TERMS OF USE

Unless otherwise specified, the conditions of use of this Application set out in this section have general validity.

Further conditions of use or access applicable in particular situations are expressly indicated in this document.

By using this Application the User declares to satisfy the following requirements:

- There are no restrictions relating to Users with respect to whether they are Consumers or Professional Users;

- The User must be at least 13 years old;

- You are not located in a country subject to a government embargo by the United States of America or in a country included on the list of states that sponsor terrorism by the government of the United States of America;

- You are not listed on any U.S. government list of prohibited contractors;

Registration

To use the Service, the User can open an account by indicating all the data and information requested in a complete and truthful manner.

It is not possible to use the Service without opening a User account.

It is the responsibility of the Users to store their access credentials securely and preserve their confidentiality. To this end, Users must choose a password that corresponds to the highest level of security available on this Application.

By creating an account the User agrees to be fully responsible for any activity carried out with his access credentials. Users are required to inform the Owner immediately and unequivocally via the contact details indicated in this document if they believe that their personal information, such as the User account, access credentials or personal data, have been violated, illicitly disseminated or subtracted.

Registration Requirements

Registration of a User account on this Application is subject to the conditions specified below. By registering an account, the User confirms that they meet these conditions.

- Except where expressly permitted, a User's account may not be shared with other people.

Account closure

Users may close their account and cease using the Service under the conditions and according to the procedures specified in the respective section of this Application.

Account suspension and cancellation

The Owner reserves the right to suspend or cancel a User's account at any time at its discretion and without notice, if it deems it inappropriate, offensive or contrary to these Terms.

The suspension or cancellation of the account does not give the User any right to compensation, reimbursement or compensation.

The suspension or cancellation of an account for reasons attributable to the User does not exempt the User from paying any applicable fees or prices.

Contents on this Application

Unless otherwise specified or clearly stated recognizable, all content available on this Application is owned by or provided by the Owner or its licensors.

The Owner takes the utmost care to ensure that the content available on this Application does not violate applicable legislation or third party rights. However, it is not always possible to achieve this result.

In such cases, without any prejudice to legally exercisable rights and claims, Users are asked to address the relevant complaints to the contact details specified in this document.

Rights to the contents of this Application

The Owner expressly holds and reserves all intellectual property rights on the aforementioned contents.

Users are not authorized to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without exclusion, Users are prohibited from copying, downloading, sharing beyond the limits specified below, modifying, translating, processing, publishing, transmitting, selling, granting sublicenses, transforming, transferring/assigning to third parties or creating works derived from the content available on this Application, to allow third parties to undertake such activities through your User account or device, even without your knowledge.

Where expressly indicated on this Application, the User is authorized to download, copy and/or share certain content available on this Application exclusively for personal and non-commercial purposes and provided that the attribution of authorship of the work as well as the indication of any other relevant circumstances requested by the Owner.

The limitations and exclusions provided for by copyright law remain unchanged.

Content provided by Users

The Owner allows Users to upload, share or offer their own content on this Application.

When providing content to this Application, the User declares to be legally authorized to do so and confirms that said content does not violate laws and/or third party rights.

The additional requirements that the contents must meet to be considered "acceptable" are specified in the relevant section of this Application where the permitted use is specified.

Rights to content provided by Users

The User acknowledges and accepts that by providing content to this Application he grants the Owner, free of charge, the non-exclusive right to process the contents for the purposes of operation and maintenance of this Application, as contractually provided for.

Within the limits of the law, the User renounces the exercise of moral rights in relation to the content provided to this Application.

Users acknowledge and accept that the contents offered by them through this Application will be made available under the same conditions applicable to the contents of this Application.

Responsibility for the contents provided

The User is exclusively responsible for the contents uploaded, published, shared or otherwise provided to this Application. The User acknowledges and accepts that the Owner does not filter or moderate such content.

Nonetheless, the Owner reserves the right to remove, delete or block said contents at its discretion and to deny the User who uploaded them access to this Application without notice:

- upon becoming aware of an (alleged) violation of these Terms, third party rights or applicable law, in relation to such content;
- if you have received a notification of infringement of intellectual property rights;
- if you have received a notification of violation of the privacy of third parties, including their intimate sphere;
- by order of the Authority; or
- if the Owner has been made aware that such contents, if accessible through this Application, may represent a risk for Users, for third parties or for the availability of the Service.

The removal, deletion or blocking of content does not justify any claim for compensation, reimbursement or compensation for the Users who provided such content.

Users agree to indemnify the Owner from and against any claims made and/or damages suffered due to contents provided by them to or offered through this Application.

Access to external resources

Through this Application, Users may have access to resources provided by third parties. Users acknowledge and accept that the Owner has no control over these resources and therefore is not responsible for their content and availability.

The conditions applicable to resources provided by third parties, including those applicable to any granting of rights to content, are determined by the third parties themselves and regulated in the relevant terms and conditions or, in their absence, by law.

In particular, on this Application Users may encounter pu warnings advertising provided by third parties. The Owner does not control or moderate the advertisements displayed through this Application. By clicking on any of these advertisements, the User will interact with the third party responsible for the advertising.

The Owner is not responsible for what may derive from this interaction with third parties, from access to third party sites or from the use of third party content.

Permitted use

This Application and the Service may only be used for the purposes for which they are offered, according to these Terms and pursuant to applicable law.

It is the sole responsibility of the User to ensure that the use of this Application and/or the Service does not violate the law, regulations or rights of third parties.

Therefore, the Owner reserves the right to adopt any appropriate measure to protect its legitimate interests, and in particular to deny the User access to this Application or the Service, terminate contracts, report any objectionable activity carried out through this Application or the Service to the competent authorities – p. e.g. the judicial or administrative authority - whenever the User carries out or is suspected of carrying out:

- violations of laws, regulations and/or the Terms;
- infringement of third party rights;
- acts that may significantly prejudice the legitimate interests of the Data Controller;
- offenses against the Owner or a third party.

“Word of mouth”

This Application allows Users to receive benefits if, thanks to their recommendation, a new User purchases a Product offered on this Application.

To find out all the details and applicable conditions, Users are asked to consult the specific contractual terms in the relevant section of this Application.

The Owner reserves the right to terminate the offer at any time at its discretion.

API Terms of Use

Users can access their data relating to this Application through the Application Program Interface (API). Any use of the API, including through products or services of third parties accessing this Application, is subject to the Terms and in addition to the following specific conditions:

- the User expressly acknowledges and accepts that the Owner is not liable for damages or losses resulting from the User's use of the API or third-party products or services that access data via the API.

TERMS AND CONDITIONS OF SALE

Provision of personal data

To access or receive some of the Products provided through this Application as part of the Service, Users may be asked to provide their personal information as indicated on this Application.

Paid products

Some of the Products offered on this Application as part of the service are paid.

The rates, duration and conditions applicable to the sale of such Products are described below and in the respective sections of this Application.

Product Description

Prices, descriptions and availability of the Products are specified in the respective sections of this Application and are subject to change without notice.

Although the Products on this Application are presented with the greatest accuracy technically possible, the representation on this Application by any means (including, as the case may be, graphic materials, images, colors, sounds) is intended as a reference only and does not imply any guarantee regarding the characteristics of the Product purchased.

The characteristics of the selected Product will be specified during the purchase procedure.

Purchase procedure

Each phase, from choosing the product to placing the order, is part of the purchasing procedure.

The purchase procedure includes the following steps:

- Users are asked to choose the desired Product and verify their purchase choice.
- After checking the information visible in the purchase choice, Users can place the order by submitting it.

Sending the order

Sending the order involves the following:

- Sending the order by the user determines the conclusion of the contract and gives rise to the User's obligation to pay the price, taxes and any further charges and expenses, as specified on the order page.
- In the event that the purchased Product requires action on the part of the User, such as the provision of information or personal data, specifications or special requests, placing the order also constitutes the User's obligation to collaborate consequentially.
- Once the order has been submitted, Users will be sent a confirmation of receipt of the order. All notifications relating to the purchase procedure described above will be sent to the email address provided by the User for this purpose.

Prices

During the purchase procedure and before placing the order, Users are duly informed of all commissions, taxes and costs (including any shipping cost) which will be charged to them.

Prices on this Application:

- depending on the section that the User is consulting, they include all applicable commissions, taxes and costs or are indicated net of applicable commissions, taxes and costs.

Promotions and discounts

The Owner may offer discounts or special promotions for the purchase of the Products. Such promotions or discounts are always subject to the requirements and terms and conditions set out in the relevant section of this Application.

Promotions and offers are always granted at the sole discretion of the Owner.

Repeated or periodic promotions or discounts do not constitute any claim or right enforceable by Users in the future.

Depending on the case, discounts and promotions are valid for a certain period of time or while stocks last. Unless otherwise specified, the time limitations of promotions and discounts are intended to refer to the time zone of the Owner's headquarters, as indicated in the contact details in this document.

Means of payment

The details relating to the accepted means of payment are highlighted during the purchase procedure.

Some payment methods are linked to additional conditions or involve additional costs. Detailed information is reported in the relevant section of this Application.

All payments are managed independently by third-party services. Therefore, this Application does not collect payment data - such as credit card numbers - but receives a notification once the payment has been successful. To receive further information on the processing of personal data and related rights, the User can refer to the privacy policy of this Application.

In the event that the payment made by one of the available means fails or is refused by the payment service provider, the Owner is not obliged to execute the order. In the event that payment is unsuccessful, the Owner reserves the right to request reimbursement from the User for any related expenses or damages.

Purchase on app store

This Application or certain Products for sale on this Application must be purchased through a third-party app store. To make such purchases, Users are asked to follow the instructions in the relevant app store (for example "Apple App Store" or "Google Play"). This information may vary depending on the specific device used.

Unless otherwise specified, purchases made through third-party online stores are also subject to that third party's terms and conditions. These terms and conditions shall prevail in any case of inconsistency or conflict with these Terms.

Therefore, Users who make purchases through these third-party online stores are asked to carefully read and accept the relevant terms and conditions of sale.

Reservation of rights of use

Until payment of the full purchase price is received by the Owner, the User does not acquire the rights to use the Products ordered.

Delivery

Provision of services

The purchased service will be performed or made available within the times indicated on this Application or according to the methods communicated before placing the order.

Duration of the contract

Trial period

Users have the opportunity to try this Application or individual Products free of charge for a fixed and non-renewable trial period. Some features or functionality of this Application may not be available during the trial period.

Further conditions applicable to the trial period, including its duration, will be explained on this Application.

The trial period ends automatically and does not convert into any paid Product unless the User intentionally purchases it.

Subscriptions

Thanks to the subscription, the User receives a Product on a continuous or periodic basis. Details regarding subscription type and resolution are described below.

Fixed-term subscriptions

Fixed-term paid subscriptions start from the day on which the Owner receives the payment and remain active for the subscription duration chosen by the User or otherwise indicated during the purchase procedure.

Once the subscription term expires, the Product will no longer be accessible.

Subscriptions managed through Apple ID

Users can subscribe to a Product using the Apple ID associated with their Apple App Store account through the relevant procedure on this Application. In doing so, Users acknowledge and accept that:

- any payments due will be charged to your Apple ID account;
- subscriptions automatically renew for the same duration unless the User communicates cancellation at least 24 hours before the current subscription period expires;
- All fees due for renewal will be charged within 24 hours prior to renewal the expiry of the current period;
- subscriptions can be managed or canceled directly through the User's Apple App Store account settings.

The foregoing prevails over any conflicting or divergent provisions of the Terms.

Automatic renewal of fixed-term subscriptions

Subscriptions are automatically renewed by charging the payment method chosen by the User at the time of purchase.

The renewal lasts the same as the original subscription period.

The User will receive a reminder regarding the upcoming renewal well in advance, which will describe the procedure to follow to deactivate automatic renewal.

Resolution

Subscriptions can be terminated by sending a clear and unequivocal notice of cancellation to the Owner, using the contact details given in this document or - if appropriate - by following the instructions on this Application.

If the notice of cancellation reaches the Owner before the subscription renewal date, the termination will take effect at the end of the current period.

Exception for Consumers

However, regardless of the foregoing, if you act as a Consumer, the following applies:

At the end of the initial term, subscriptions are automatically extended indefinitely, unless you cancel before the end of that term.

The amount due at the time of the extension will be charged to the payment method that the User chose at the time of purchase.

After the extension, the subscription will have an indefinite duration and can be terminated on a monthly basis.

The User will receive, well in advance, a reminder regarding the upcoming renewal, which will describe the procedure to follow to deactivate the automatic extension or to cancel the subscription later.

Resolution

Subscriptions can be terminated by sending a clear and unequivocal notice of cancellation to the Owner, using the contact details given in this document or - if appropriate - by following the instructions on this Application.

If the cancellation is received by the Owner by the end of the current month, the subscription expires at the end of that month.

User Rights

Right of withdrawal

Unless an exception applies, the User may have the right to withdraw from the contract within the period specified below (usually 14 days) for any reason and without justification. The User can find further information on the right of withdrawal in this section.

Who enjoys the right of withdrawal

Where one of the exceptions listed below does not apply, Users acting as European Consumers enjoy by law the right to withdraw from contracts concluded online (distance contracts) within the period of time specified below for any reason and without the need for justification.

Users who do not meet these requirements do not enjoy the rights described in this section. The Consumer will be liable to the Seller only for the decrease in the value of the goods resulting from handling of the goods other than that necessary to establish the nature, characteristics and functioning of the goods.

Exercise of the right of withdrawal

To exercise the right of withdrawal, the User must send the Owner an unequivocal communication of his intention to withdraw from the contract.

To this end, the User can use the standard withdrawal form found in the definitions section of this document. The User is, however, free to express his intention to withdraw from the contract in any other suitable form. In order to respect the period within which the right must be exercised, the User must send the withdrawal declaration before the withdrawal deadline expires.

When does the withdrawal deadline expire?

- In the case of contracts relating to the provision of a service, the withdrawal period expires 14 days from the day of conclusion of the contract, unless the User has waived the right of withdrawal.
- In the case of contracts for the purchase of digital content not supplied on a material support, the withdrawal period expires 14 days from the day of conclusion of the contract, unless the User has waived the right of withdrawal.

Effects of withdrawal

The Owner refunds all payments received including, if made, those relating to delivery costs to Users who have correctly exercised the right of withdrawal.

However, the increased cost resulting from the choice of a particular delivery method other than the cheapest standard delivery offered by the Owner will remain the responsibility of the User. The refund takes place without undue delay and in any case within 14 days from the day on which the Owner was informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, the refund is made using the same payment method used for the initial transaction. The User does not have to bear any costs as a consequence of the withdrawal.

... on contracts relating to a service

If the User exercises the right of withdrawal after having requested that the provision of the service begins before the expiry of the withdrawal period, the User will be required to pay the Owner a compensation proportionate to the part of the service provided up to the moment in which the right of withdrawal. The User has informed the Owner of his intention to withdraw from the entire service provided for in the contract.

The compensation will be calculated on the basis of the contractually agreed price and will be proportional to the part of the service provided until the moment in which the User exercises the withdrawal with respect to the entire service provided for in the contract.

UK User rights

Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users who do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the "definitions" section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires. When does the cancellation period expire?

- Regarding the purchase of a service, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.
- In case of purchase of a digital content not supplied in a tangible medium, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...ON THE PURCHASE OF SERVICES

Where a User exercises the right to cancel after having requested that the service be performed before the cancellation period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

Directories of Brazilian Users

Surrender policy

Unless an applicable exemption is stipulated, consumers in Brazil will be subject to the legal right to surrender according to Brazilian legislation. This means that the Consumer is entitled to cancel online contracts (distant contracts or contracts celebrated outside the commercial establishment) for any reason and without justification, no later than 7 (thirties) days counting from the date of celebration of the contract or receipt of product or service. Users who do not qualify as Consumers cannot benefit from the directions established in this section. The refund request may be exercised by the Consumer through the contact channels indicated at the beginning of this document and in accordance with the instructions in this section.

Surrender control exercise

To exercise the right of refund, Users must send the Owner an unequivocal declaration of their intention to cancel the contract. For this reason, users can use the termination form template available in the "definitions" section of this document. However, users must express their desire to terminate the contract through an unequivocal declaration through any appropriate means. To meet the established lunch for the exercise of this direction, users must send the notice of cancellation before the end of the lunch. When it ends it's time to give up ento?

- In relation to the acquisition of a service, the delivery date is 7 (thirty) days after the date of the contract celebration, and therefore if the service has not yet been performed.
- If you buy a digital account, the redemption period is 7 (7) days after the date of the contract celebration, and especially if the digital account is still not supplied and integrated into the consumer device.

Efeitos of surrender

Users who correctly terminate a contract will be refunded by the Owner for all payments made to the Owner, including, if applicable, those who cover the checkout customers.

However, no refunds will be given to any customer additions resulting from a specific delivery method that is not the type of delivery offered by the Owner.

This refund will be made without unjustified delay and within a maximum of 14 (catorze) days, counting from the day that the Owner is informed by the User's decision to cancel the contract or the final return of the product, or which occurs later. Unless agreed in another form with your user, refunds will be made using the same payment method used to process the initial transaction. The user will not incur any customers or taxes at the expense of this refund.

...NA BUY SERVICES

When the User exercises the right of reimbursement after requesting the execution of the service, even before the end of the reimbursement period, the User must pay the Owner an amount that is proportional to the part of the service provided.

This payment will be calculated on the basis of the contractually agreed value, and will be proportional to the service provided at the time the User cancels the service.

Guarantees

Legal guarantee of conformity of Digital Products according to European Union legislation

According to European legislation, for a minimum period of 2 years from delivery or, in the case of Digital Products supplied continuously for more than 2 years, for the entire supply period, the seller guarantees the conformity of the Digital Products supplied to Consumers.

If Users act as European Consumers, the legal guarantee of conformity applies to the Digital Products available on this Application in accordance with the laws of the country in which they usually reside.

The national laws of that country may grant Users broader rights.

Legal guarantee of conformity of services for consumers in Brazil

The legal guarantee applied to the commercial services for this Application complies with the following terms, in accordance with the Consumer Protection Code:

- the services do not last for a period of 30 (three) days; And
- Services last for a period of 90 (ninety) days.

The warranty period begins at or ends with the provision of the services.

The warranty does not apply in cases of non-use of the service, natural events or if the service is subject to any technical assistance other than the provider for this Application.

The guarantee can be activated through the contact channels provided by this Application.

If necessary, the owner will inform the customers to send any product for technical validation.

The Owner, according to his criteria, will also be able to provide a contractual guarantee other than a legal guarantee.

The regulations applicable to the contractual guarantees may be found in the specifications provided for this Application. If this information is not provided, it will only be applied as per legal provisions.

Limitation of Liability and Indemnity

Unless otherwise specified or agreed with the Users, the Owner's liability for damages related to the performance of the Agreement will be excluded, limited and/or reduced to the maximum limits permitted by applicable law.

Indemnity

The User undertakes to indemnify and hold harmless the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners and employees to the extent of the law from any claim or demand - including, without limitation, legal fees and expenses - made by third parties due to or in connection with conduct in violation of these Terms, third party rights or the law, implemented in connection with the use of the Service and attributable to the User, its affiliates, officers, agents, co-owners of the brand, partners and employees, by way of fault.

The foregoing also applies to any claims asserted by third parties (including, by way of example, the Owner's customers) against the Owner in relation to the Digital Products provided by the User, such as, for example, claims on conformity.

Limitation of liability for User activities on this Application

Unless otherwise specified and without prejudice to the applicable legal provisions, any claim for compensation against the Owner (or any natural or legal person acting on its behalf).

The foregoing does not limit the Owner's liability for death, damage to the person or physical or mental integrity, damage resulting from the violation of essential contractual obligations, such as obligations strictly necessary to achieve the cause of the contract, and/or damage caused with willful misconduct or gross negligence, provided that the use of this Application by the User has been appropriate and correct.

Unless the damages were caused with willful misconduct or gross negligence or affect life and/or personal, physical or mental integrity, the Owner is liable only to the extent of the damage typical for the type of contract and foreseeable at the time of conclusion.

Australian users

Limitation of Liability

Nothing in these Terms excludes, limits or modifies any warranty, condition, indemnity, right or remedy which you may have under the Competition and Consumer Act 2010 (Cth) or similar state and territory legislation and which constitutes a right which cannot in any way be excluded, limited or modified (non-excludable right). To the maximum extent permitted by law, our liability to you, including liability for infringement of a non-excludable right and any other liability not otherwise excluded under these Terms, is limited, at the Owner's discretion, to a new provision of services or the payment of the cost of repeating their provision.

US users

Disclaimer of Warranty

The Owner provides this Application "as is" and according to availability. Use of the Service is at the User's own risk. To the maximum limits permitted by law, the Owner expressly excludes conditions, agreements and guarantees of any kind - be they express, implicit, statutory or otherwise, including, by way of example but not limited to, any implicit guarantees of merchantability, suitability for a particular purpose or non-infringement of third party rights. No advice or information, whether oral or written, that the User has obtained from the Owner or through the Service will create any guarantees not expressly provided for in this document. Without prejudice to the foregoing, the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees do not guarantee that the content is accurate, reliable or correct; that the Service will be available, uninterrupted and secure, at any particular time or location; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you are solely responsible for any damage to your computer system or mobile device or loss of data that results from doing so. or your use of the Service.

The Owner does not guarantee, approve, guarantee or assume responsibility for any product or service advertised or offered by third parties through the Service nor any website or service linked via hyperlink. Furthermore, the Owner does not take part in or in any way monitor any transaction between Users and third-party suppliers of products or services.

The Service may become inaccessible or may not function properly with your browser, device and/or operating system. The Owner cannot be held responsible for any damage, whether perceived or actual, arising from the content, operation or use of the Service.

Federal laws, some states and other jurisdictions do not allow the exclusion and limitation of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users special legal rights. Users may have additional rights that vary from state to state. The limitations and exclusions set forth in this Agreement apply to the extent permitted by law.

Limitation of Liability

To the maximum extent permitted by applicable law, under no circumstances will the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees be held liable for

- any indirect, intentional, collateral, special, consequential or exemplary damages, including, but not limited to, damages resulting from loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use, or inability to use the Service; And
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or the User account or the information contained therein;
- any error, omission or inaccuracy in content;
- personal injury or material damage, of any nature, resulting from access to or use of the Service by the User;

- any unauthorized access to the Owner's security servers and/or to any personal information stored therein
 - any interruption or cessation of transmissions to or from the Service;
 - any bugs, viruses, Trojan horses or the like that may be transmitted to or through the Service;
 - any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the Service; and/or
 - the defamatory, offensive or illegal conduct of any User or third party. Under no circumstances will the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees be held liable for any claim, proceeding, liability, obligation, damage, loss or cost in an amount exceeding that paid by the User to the Owner during the previous 12 months, or for the duration of this Agreement between the Owner and the User, whichever is shorter.
- This limitation of liability section applies to the fullest extent permitted by law in the applicable jurisdiction, whether the alleged liability arises in contract, tort, negligence, strict liability or any other basis, even if you have been advised of the possibility of such damage occurring. Some jurisdictions do not allow the exclusion or limitation of collateral and consequential damages, so the above limitations or exclusions may not apply to You. These Terms give you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. The waivers, exclusions or limitations of liability set out in these Terms do not apply to the extent permitted by applicable law.

Indemnity

The User undertakes to defend, indemnify and hold harmless the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, suppliers and employees from and against any claim or demand, damage, obligation, loss, liability, burden or debt and expenses, including, without limitation, legal fees and expenses arising from

- your use of or access to the Service, including any data or content transmitted or received by you;
- your breach of these Terms, including, but not limited to, any breach by you of any representation or warranty set forth in these Terms;
- your violation of any third party rights, including, but not limited to, any privacy or intellectual property rights;
- the violation by the User of any applicable law, rule or regulation
- any content sent from the User's account, including, but not limited to, misleading, false or inaccurate information and also if access is made by third parties with the User's personal username and password or other security measures, if any;
- the User's malicious conduct; or
- the violation of any legal provision by the User or its affiliates, officers, agents, co-brand owners, partners, suppliers and employees, to the extent permitted by applicable law

Common provisions

No implied waiver

Failure by the Owner to exercise legal rights or claims arising from these Terms does not constitute a waiver thereof. No waiver can be considered definitive in relation to a specific right or any other right.

Service Interruption

To guarantee the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates or any other modification, giving appropriate notice to the Users.

Within the limits of the law, the Owner reserves the right to suspend or completely cease the activity of the Service. In the event of termination of the Service activity, the Owner will ensure

that Users can extract their personal data and information and will respect the Users' rights relating to the continued use of the product and/or compensation, according to the provisions of the law. .

Furthermore, the Service may not be available due to reasons beyond the reasonable control of the Owner, such as causes of force majeure (e.g. infrastructural malfunctions, blackouts, etc.).

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit this Application or the Service in whole or in part without the Owner's prior written consent, expressed directly or through a legitimate resale program.

Privacy policy

Information on the processing of personal data is contained in the privacy policy of this Application.

Intellectual property

Without prejudice to any more specific provision contained in the Terms, the intellectual and industrial property rights, such as for example copyrights, trademarks, patents and models relating to this Application are held exclusively by the Owner or its licensors and are protected pursuant to the legislation and international treaties applicable to intellectual property.

All trademarks - verbal or figurative - and any other distinctive sign, company, service mark, illustration, image or logo that appear in connection with this Application are and remain the exclusive property of the Owner or its licensors and are protected pursuant to the legislation and international treaties applicable to intellectual property.

Changes to the Terms

The Owner reserves the right to modify the Terms at any time. In this case, the Owner will give appropriate notice of the changes to the Users.

The changes will take effect in the relationship with the User only from the moment communicated to the User.

Continued use of the Service constitutes your acceptance of the updated Terms. If you do not wish to accept the changes, you must stop using the Service and may withdraw from the Agreement.

The previous version continues to govern the relationship until the User accepts the changes. This version can be requested from the Owner.

If required by law, the Owner will communicate to Users in advance the date of entry into force of the modified Terms.

Assignment of the contract

The Owner reserves the right to transfer, assign, dispose of, novate or subcontract individual or all rights and obligations under these Terms, having regard to the legitimate interests of the Users.

The modification provisions of these Terms apply.

The User is not authorized to assign or transfer his rights and obligations under the Terms without the written consent of the Owner.

Contacts

All communications relating to the use of this Application must be sent to the addresses indicated in this document.

Safeguard clause

Should any of the provisions of these Terms be or become void or ineffective under applicable law, the nullity or ineffectiveness of such provision does not cause ineffectiveness of the remaining provisions, which therefore remain valid and effective.

US users

Any invalid or ineffective provision will be interpreted and adapted to the extent necessary to make it valid, effective and compliant with the original purpose.

These Terms constitute the entire agreement between the User and the Owner with reference to the regulated subject matter and prevail over any other communication, including any previous agreements, between the parties regarding the regulated subject matter.

These Terms will be enforced to the fullest extent permitted by law.

European users

Should a provision of these Terms be or become void, invalid or ineffective, the parties will endeavor to amicably identify a valid and effective provision to replace the void, invalid or ineffective one.

In case of failure to agree within the aforementioned terms, if permitted or required by applicable law, the void, invalid or ineffective provision will be replaced by the applicable legal framework.

Notwithstanding the foregoing, the nullity, invalidity or unenforceability of a specific provision of these Terms shall not result in the entire Agreement being void, unless the void, invalid or unenforceable provisions under the Agreement are essential or of such importance, that the parties would not have concluded the contract if they had known that the provision would be invalid, or in cases where the remaining provisions would entail an excessive and unacceptable burden for one of the parties.

Applicable law

The Terms are governed by the law of the place where the Owner is established, as indicated in the relevant section of this document regardless of conflict of law rules.

Prevalence of national law

However, notwithstanding the foregoing, if the law of the country in which you are located provides a higher level of consumer protection, that higher level of protection shall prevail.

Exception for Consumers in Switzerland

If the User acts as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the user qualifies as a Brazilian consumer and is produced and/or serviced for sale in Brazil, Brazilian legislation will apply.

Jurisdiction

The exclusive competence to know any counter dispute arising from or in connection with the Terms is up to the judge of the place where the Owner is established, as indicated in the relevant section of this document.

Exception for Consumers in Europe

The foregoing does not apply to Users acting as European Consumers or Consumers located in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

This acid does not apply to consumers in Brazil who qualify as consumers.

Accessibility

The Owner undertakes to make the contents accessible to Users with disabilities. If Users have a disability and are unable to access any part of this Application because of it, they are required to report it, including a detailed description of the problem encountered. If the problem is easily identifiable and resolvable based on industry standard IT tools and techniques, the Owner undertakes to resolve it promptly.

Dispute Resolution

Amicable settlement of disputes

Users can report any disputes to the Owner, who will try to resolve them amicably.

Although the right of Users to bring legal action remains unaffected, in the event of disputes relating to the use of this Application or the Service, Users are asked to contact the Owner at the contact details indicated in this document.

The User can address a complaint to the Owner's email address indicated in this document, including a brief description and, if applicable, the details of the order, purchase or account concerned.

The Data Controller will process the request without undue delay and within 30 days of its receipt.

Consumer dispute resolution platform

The European Commission has introduced an online platform for alternative dispute resolution that facilitates the out-of-court settlement of disputes relating to and arising from online sales and service contracts.

Therefore, any European Consumer or one based in Norway, Iceland or Liechtenstein can use this platform to resolve disputes arising from contracts concluded online. The platform is available [here](#).

Definitions and legal references

This Application (or this Application)

The structure that allows the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User governed by the Terms.

Brazilian (or Brazil)

It applies when the User, regardless of nationality, is located in Brazil.

Commercial User

Any User who does not meet the definition of Consumer.

Digital Product

It is a Product that consists of:

- content produced and supplied in digital format; and/or
- a service that allows the creation, transformation, storage or access of data in digital format, or the sharing or any other interaction with data in digital format uploaded or created by the User and any other User of this Application.

European (or Europe)

It applies when the User, regardless of nationality, is located in the European Union.

Standard withdrawal form

Addressed to:

Ludistar s.r.l.

ludi-star@casellapec.com

I/we hereby notify the withdrawal from my/our contract of sale of the following goods/services:

_____ (insert here a description of the goods/services from whose purchase you intend to withdraw)

- Ordered on: _____ (insert date)
- Received on: _____ (insert date)
- Name of consumer(s): _____
- Address of the consumer(s): _____
- Date: _____

(sign only if this form is notified in paper version)

Owner (or We)

Indicates the natural or legal person who provides this Application and/or offers the Service to Users.

Product

A good or service available through this Application, such as a tangible good, digital files, software, booking services etc., and any other type of product defined separately herein, such as Digital Products.

Service

The service offered through this Application as described in the Terms and on this Application.

Terms

All conditions applicable to the use of this Application and/or the provision of the Service as described in this document as well as in any other document or agreement connected to it, in the most updated version respectively.

United Kingdom (or UK)

It applies when you, regardless of nationality, are located in the United Kingdom.

User

The natural or legal person who uses the Service.

User (or You)

Means any natural person who uses this Application.

Consumer

It is valid as any Consumer i User considered as such pursuant to applicable law.

Last modified: May 31, 2024