

GENERAL TERMS OF USE

Version no. 1.0 - May 2018

Introduction

This document indicates the general terms of use of the website corresponding to the domain name <http://www.in-lombardia.it> owned and managed, for all operational effects, by Explora S.c.p.a., having its registered offices in Milan (Italy), Via Fabio Filzi 22, VAT number 08344310969 (hereafter, respectively “**Terms**” and “**Website**”) with which all persons intending to browse the pages of the same (hereafter “**User**” or “**Users**”) must comply.

The connection and access to this Website and any action that involves browsing on its internet pages imply full acceptance, without reserve, by the User of all provisions of these Terms.

These Terms may be changed and/or updated over time and without notice, in whole or in part, it being understood that (i) those changes will be effective commencing from the publication date of the same on this Website, as declared in the heading of the Terms and also that (ii) those changes will only be applicable to accesses and/or use of the Website after the aforementioned publication date.

Any use of or browsing on the Website after the publication date of those changes involves acceptance of the modified Terms.

Therefore, Users are invited to access this section regularly to check the publication of the most recent and updated Website Terms.

Article 1 – Industrial and intellectual property rights

Users of the Website are informed that all contents published or made available via the Website in the form of texts, articles, photographs, designs, animated sequences, audio or video recordings, icon buttons, graphics and tables, graphical representations, as well as trademarks, logos, and other distinctive signs (therein including the Website domain name) in any form, colour and dimension represented on the Website are owned by Explora S.c.p.a. and/or its assignees and/or the respective legitimate owners and licensees and they are protected by applicable national and other laws, particularly in relation to industrial and/or intellectual property.

The software of any nature used on the Website and/or used for its functioning is protected by copyright and its use, without the prior written agreement of the owner and holder of the exclusive rights of use, is prohibited.

The Website contents and the information indicated in Article 2 below may be used exclusively for personal and not commercial reasons, unless otherwise agreed.

In particular, within the legal limits, any copying, use, extraction, reproduction, representation, adaptation, modification, incorporation, translation, commercialisation, publication, partial or total - in any way or form, through any medium, channel or means (paper, computer, electronic) - of one or more of the contents and elements cited above is prohibited without the prior written authorisation of the respective legitimate owners.

Finally, the Website contents may not be used for commercial purposes with the aim, inter alia, of establishing databases of any type and nature, or be archived (in whole or in part) in pre-existing databases, both accessible exclusively by the creator and available to third parties.

Article 2 – Website contents: information on products and services - exclusion of liability

General information is provided on the Website in relation to the institutional activities of Explora S.c.p.a. or the partners of the latter, as well as in relation to the activities, products or services of tourism operators of the public and private sector active in the Lombardy Region.

Although that information is constantly checked and updated, its content cannot and must not be considered to be exhaustive or complete or updated. No guarantees can therefore be provided in that regard. Whilst browsing on the Website, the User must perform an autonomous and additional check of the accuracy of the information stated therein.

The information, photographs and illustrations that appear on the Website pages are based on the characteristics and specifications, as well as on the offers of services valid at the time of the respective online publication and they are aimed at providing a general indication of the services offered by tourism operators.

FOR DETAILED INFORMATION ON THE TYPES, CHARACTERISTICS AND TERMS OF THE SERVICES PRESENTED ON THE WEBSITE, USERS SHOULD CONTACT THE TOURISM OPERATOR THAT PUBLISHED THE INFORMATION OR OTHERWISE MADE IT AVAILABLE, TO WHICH A BOOKING REQUEST MAY ALSO BE SENT BY THE METHODS PRESENTED ON THE WEBSITE PAGES.

Article 3 – Personal data

Any named information and, in general, the personal data provided by the User will be processed for the purposes and by the methods described in more detail in the [Privacy Policy](#) containing information on personal data processing.

Article 4 – Cookies

A cookie is a small text file sent by the Website to the User's browser, which is stored on the latter's personal computer or other device.

Cookies are used to record data concerning browsing by Users on the Website and to offer customised information, allowing the Website manager's server to identify the User.

For further information on the use of cookies by the Website, please read carefully the [Cookie Policy](#) found on this Website.

Article 5 – Links and connections to other websites

The Website may include links to third party websites. Hypertext links have the sole function of facilitating browsing by the User in the absence of any relationship between the content of the Website and that of the third party website, which remains extraneous to the sphere of action of Explora S.c.p.a.

In addition, Explora S.c.p.a. notes that it cannot influence in any way the structure of third party websites linked to its own or have any control over the truthfulness, correctness and adequacy of the materials and/or information contained therein, even if contractual relationships are in place between Explora S.c.p.a. and the third-party owner of the linked website.

The creation of a link to this Website requires prior written authorisation from Explora S.c.p.a.

Without that prior written authorisation, it is not permitted to create links to the Website homepage or to pages internal and/or accessory to the Website, creating a so-called "deep link", or attaching or presenting the Website content within another website, implementing, as a result, so-called "*framing*".

Any violation of the provisions of the above paragraphs constitutes conduct that may be prosecuted also from the profile of unfair competition, in accordance with existing provisions of Italian laws in that regard.

Article 6 – #inLombardia newsletter

The newsletter service is free and can be activated by each user, simply by indicating the name, surname and email address in the specific registration forms found on the Website.

The subject of the newsletter will be events, shows, exhibitions and the like planned in the Lombardy Region and, in general, any other information concerning the local tourism offer.

The frequency of transmission of the newsletter is decided by Explora S.c.p.a. also based upon the planned events. Explora S.c.p.a. reserves the right, therefore, to make changes to the frequency of sending the newsletter at any time and/or to interrupt the service permanently or on certain days and/or periods of the year, such as, for example, holiday / summer periods.

If the User has signed up for the Service, it may, at any time, deactivate it, by following the instructions stated at the foot of the email sending the newsletter or by sending an email to privacy@exploratourism.it.

Article 7 - Security

The User undertakes to use this Website in conformity with these Terms and with the applicable law, in force each time, without making changes to it that are likely to cause damage of any nature which may affect the functioning of the Website or any server or service connected to it.

Users are not in any way authorised to use the Website by methods that may damage, block or overload, or - even only potentially - prejudice the servers which support the Website or the networks connected to the same.

In using the Website or any server or service accessible via the latter, the User undertakes to comply with the following behaviours:

- to respect the applicable national, Community and international legal and/or regulatory provisions in force, along with the rights of third parties;
- not cause prejudice to the image of Explora S.c.p.a. and/or the partners of the latter or to other Users in any guise and in any form.

The User will be solely liable for any damages deriving from the violation of the provisions of these Terms and it undertakes to indemnify and hold harmless Explora S.c.p.a. and/or its partners from any damage, loss, liability or cost (therein including legal costs relating to any actions undertaken by third parties against the latter) deriving or resulting from that violation, particularly those resulting from damage to the rights of personality, to an intellectual and/or industrial property right, to public order, to morality or to the criminal provisions of national and/or international law in force.

Article 8 - Limitation of liability

In view of the nature and intrinsic characteristics of the Internet, it is not possible to guarantee the continuous functioning of the Website and/or the services available on the same or the absence of errors; no guarantee can be provided in relation to any consequences deriving from using the Website and/or the services, or the accuracy or reliability of the contents and information provided via the Website.

The Website is made available "as is". The respective functionality is subject to the correct use of the same by the User in accordance with what is indicated in these Terms.

Unless otherwise provided by the applicable law, Explora S.c.p.a. cannot be held liable for direct, consequential, incidental, indirect or any other damage of any nature, therein including, by way of example, damages due to any lack of economic profit, interruption of business activity, computer shutdown, damage to hardware or software, loss of information or data, or any other damage, suffered by the User in connection with use of the Website.

Article 9 – Suspension or interruption of access

If the User violates these Terms, the Website manager reserves the right and/or faculty to limit or suspend, at any time, temporarily or otherwise, access by the User itself to the Website, excluding any compensation for damage and without prejudice to any right or remedy due to Explora S.c.p.a.

In the event of the final interruption of access to the Website, the User undertakes to destroy any copy of the Website and/or its content.

Article 10 – Applicable law

These Terms are regulated exclusively by Italian law.

Article 11 – Access to the Website from abroad

Anyone accessing the Website from a country other than Italy must fully comply with the Terms and with the laws in force of the latter country; they expressly guarantee that they will not use the Website or the material contained therein in a manner likely to determine a violation of the applicable law or these Terms.