

TERMS AND CONDITIONS OF FABRIZIO SERRA EDITORE
FOR ONLINE PUBLICATIONS FROM THE WEBSITE
www.libraweb.net

Whereas

THESE Terms and Conditions apply to the use of the website <http://www.libraweb.net> (hereinafter referred to as “The Website”) and to its contents. By browsing the website, the user will agree to these Terms and Conditions. Through the website, Fabrizio Serra editore (hereinafter referred to as “FSE”) provides online access to the electronic versions of most of its publications.

1. SCOPE

- 1.1. These “Terms and Conditions” shall apply to any agreement or purchase concerning the online materials owned by FSE and available on the website at www.libraweb.net; they lay down the rules on the use of the contents by purchasers of FSE online publications, whether they are subscribers or occasional buyers.
- 1.2. In these “Terms and Conditions”, the term “Customer” shall mean any user of the website www.libraweb.net and any purchaser of FSE online materials, whether they are subscribers or occasional buyers.
- 1.3. FSE shall not accept any amendment or extension of these “Terms and Conditions”, unless expressly made and approved in writing by FSE.
- 1.4. FSE may change the contents of these “Terms and Conditions” by updating the version of the document.

2. ENTIRETY

- 2.1. These Terms and Conditions consist of the entirety of its provisions. Should any provision thereof become legally unenforceable or invalid, then the remainder shall remain in full force and effect.

3. FINALISATION AND RIGHT OF WITHDRAWAL FROM THE “TERMS AND CONDITIONS”

- 3.1. The agreement providing access to the materials published by FSE on the website shall be effective as soon as the customer receives an email – or a written communication – from FSE, containing: the credentials (username/ password) for access to the purchased materials, or as soon as FSE receives one or more IP addresses and authorises them.
- 3.2. The customers shall be entitled to withdraw from the agreement, without having to state the reasons for such withdrawal, for up to two weeks after reception of FSE’s communication, as mentioned at item 2.1. above, and without having had any access to the purchased materials; to exercise such right of withdrawal, the user shall send a written communication to FSE’s registered address, which is shown on the website.

4. ONLINE PURCHASES

- 4.1. If in a digital format, the content purchased by the customers on the website may be viewed by browsing the website and logging in, in either of the following ways:
 - through the credentials for access (username/ password), or
 - through a configured PC and an authorised IP address.As copyrighted, it cannot be neither copied, nor downloaded or printed, except for the option that provides for the aforementioned services.
- 4.2. For the time stated in the terms and conditions of subscription, FSE shall provide the customers with a non-exclusive, non-transferable and non-sublicenseable right of access to the contents purchased under these “Terms and Conditions”.

5. RIGHT OF USE

- 5.1. The Parties to the agreement (FSE and the customers) agree that the materials covered by these “Terms and Conditions” shall be protected by copyright laws that shall remain the exclusive property of FSE. The customers shall be granted the right to use the purchased materials in compliance with the applicable copyright laws, which the customers shall abide by even after the term of the purchase on the website or the term of the subscription. Any document, image, photograph, sound, database, software or any other material available on the websites shall be covered by intellectual and/or industrial property rights. The users shall be held civilly and criminally liable for anything they do without the right-holder’s authorisation, even if they are entitled to do it under the applicable national and international intellectual and industrial property rights (including copyrights). Without prejudice to any binding legal exception or to any exception laid down by these “Terms and Conditions”, any use of the rights for financial or moral benefit with any means without the written authorisation of FSE shall be forbidden.

- 5.2. The customers may exercise their right of access for the term hereunder in either of the following ways, either through the credentials for access (username/password) or through the IP address authorised by FSE. Any other means of access or any other right shall be covered by a separate agreement, which shall be expressly signed and accepted by FSE.
- 5.3. If accessing through an IP address authorised by FSE, the customers shall be allowed to use – or let other parties use, if the customer is an institution making the purchase on behalf of its members (e.g. library, university, etc.) – the purchased materials on identifiable stations that are their exclusive property or that can be identified by an IP address authorised by FSE. Apart from such circumstances, the customers may not reproduce the materials mentioned in these “Terms and Conditions”. The IP address of any proxy server shall be considered to be equivalent to over 20 IP addresses.
- 5.4. The customer’s users shall only be authorised to access and view the purchased materials for private use or for research, but any other public or commercial use of any part of such materials (e.g. lending, renting, hiring) shall be forbidden. Any use of the materials for educational purposes shall first be expressly authorised by FSE.
- 5.5. The customers may not make printed or electronic copies of any part of the purchased website materials in order to reply their customers’ or members’ or partners’ enquiries. For the sake of clarity, a fax shall be considered to be a printed copy; an email, an email attachment or any document that is visible and accessible on the web shall be considered to be an electronic copy.
- 5.6. FSE may remove from the website – and shall inform the customers of such removal – any material that might be partly or entirely detrimental to any third party’s interest or that may otherwise be illegal, as derogatory, indecent or the like.
- 5.7. Any authors’ names, copyright details, registered trademarks, logos and any other reference to any copyrighted person, business or party mentioned in the materials that can be purchased on the website can by no means be removed or altered.
- 5.8. The customers shall make any of their customers, members or partners who have access to the website materials adhere to these “Terms and Conditions”. FSE may ask the customers to confirm in writing that only authorised parties have access to the materials and that such parties have been made to comply with these “Terms and Conditions”.

6. AVAILABILITY, MAINTENANCE, TECHNICAL REQUIREMENTS, SECURITY

- 6.1. FSE ensures access to the purchased materials through the website even if the subscription has expired or is terminated. FSE shall use its best efforts to make sure its servers are always perfectly efficient – minimising any inconvenience due to maintenance – to provide the fastest view of the purchased materials at any time.
- 6.2. The stability and efficiency of the customer’s Internet connection – as well as protection from any malware and unauthorised access – shall be the customer’s responsibility. At the customer’s request, FSE may provide the minimum requirements for effective access to the materials on the website.
- 6.3. To purchase the materials on the website, the customers shall give FSE truthful and updated information and shall never disclose their credentials (username/password). FSE shall not be held liable for any misuse or illegal use of the credentials or authorised IP addresses by any third party. The customers shall immediately inform FSE in writing of any suspected illegal use or any loss or public disclosure of such credentials or IP addresses.
- 6.4. As soon as FSE becomes aware of a misuse or illegal use of such credentials or IP addresses or materials that can be purchased on the website, FSE shall inform the customer of such finding and shall give access to the purchased materials for a limited time or shall prevent any access to such materials. The security measures taken by FSE shall be discontinued as soon as any suspected or actual misuse or illegal use cease.

7. PRICE AND PAYMENT

- 7.1. The right of use and access to the purchased materials shall be guaranteed on condition the payment has been duly completed.
- 7.2. The prices of all of FSE’s services shall be those mentioned in the Quote. Prices include VAT.
- 7.3. FSE may change the prices of the materials that can be purchased on the website by updating their details.
- 7.4. The credit card information provided by the purchaser on the website www.libraweb.net shall be encrypted and sent over a secure connection direct to the website of the bank that manages the transaction.

8. WARRANTIES AND LIABILITIES

- 8.1. The customers shall inform FSE of any substantial or legal fault of the materials or of the operation of the website, while providing the best possible documentation to describe the problem. In such circumstance, the customers shall allow FSE to fulfil the terms and conditions of the transaction in a reasonable time, within which such faults can be corrected.
- 8.2. Despite the great care that FSE takes of its digital products and ITC tools and the efforts made to collect, edit, test and correct its publications, mistakes can still be made. FSE shall not be liable for the accuracy and correctness of its published contents or for any damage that may result from the customer’s direct or indirect use of such contents.

- 8.3. FSE shall not be liable for any technical problems (e.g. online service outage, power outage, problems with the Internet or its infrastructure) or for any circumstance beyond its control.
- 8.4. FSE shall not be liable for any contents of any website other than its own that may be described or accessed through information contained in the customer's purchased materials.
- 8.5. All materials available on FSE's website to which these Terms and Conditions apply are published with the right-holders' authorisation. Otherwise, they are not covered by any rights, as public domain materials. Should any material be involuntarily put on the website without the right-holders' authorisation or in breach of the law, please contact FSE, which shall address the issue as provided by law.

9. DISRUPTION OF SERVICE

- 9.1. No disruption of the purchasing service available on the website shall entitle the customers to consider the on-going transaction terminated or to be refunded for the inconvenience, if such disruption is short-term and temporary. In the event of a longer disruption of service, FSE shall offer its customers a number of alternative options that will still fulfil the terms and conditions of the on-going transaction.

10. TIME-LIMITED VALIDITY OF CREDENTIALS

- 10.1. The credentials provided by FSE (username/password) or to FSE (IP addresses) shall be effective as soon as the customers receive them or provide them to FSE throughout the term of the agreement (whether a subscription or an occasional purchase).
- 10.2. The Parties (FSE or the customer) shall always be entitled to terminate their mutual agreement before its expiry date, but the Parties shall be given reasonable time to correct any illegal or improper situation.
- 10.3. In the case of serious default by the customer, FSE shall be entitled to suspend the service or shorten the term of the agreement or prevent the customer from accessing the materials, and shall provide the customer with a written explanation of the reason behind such decision.

11. DATA PROTECTION

FSE attaches great importance to the protection and security of the customer's data.

11.1. Cookies

This website uses "cookies". Cookies are electronic files that record information on the way the customer uses the website (viewed pages, date and time of viewing, etc.) and that allow FSE to provide its customers with a personalised service.

FSE informs the Customers that the creation of such files can be disabled by accessing their Internet configuration menu and shall provide a specific policy, as laid down by the applicable laws.

11.2. Use of personal data

FSE complies with the Privacy Act, pursuant to Legislative Decree no. 196/2003, Legislative Decree no. 101/2018 that protects natural persons in the processing of their personal data, as amended, and Regulation (EU) 679/2016 - General Data Protection Regulation (also known as "RGPD").

The data controller is **Fabrizio Serra editore s.r.l.**, Via Santa Bibbiana 28, 56127 Pisa (PI), VAT 01455760502.

- To contact the data controller about privacy issues, please write to: fse@libraweb.net
- To see the website's Privacy Policy, follow the link to: http://www.libraweb.net/Documenti/privacy_en.pdf
- Notices informing the data subjects about each way their data are used (for the newsletter, for purchasing, for publication with us, etc.) are available in the relevant sections.

11.3. Use of non-personal data

In addition, FSE enforces and complies with the applicable regulations on the use of non-personal data, pursuant to Regulation (EU) 2018/1807.

12. APPLICABLE LAW

- 12.1. These Terms and Conditions shall be governed by Italian law.
- 12.2. The sales agreement between the Customer and FSE shall be considered finalised in Italy and shall be governed by Italian law. Should any controversy arise out or result from the finalisation of this distance sales agreement, the place of jurisdiction shall be the place in which the Consumer has its permanent or temporary address, if it is in the State, as defined under Art. 66-bis Legislative Decree no. 206/2005. If the Customer is not the Consumer, then for any controversy that should arise from the sale the exclusive place of jurisdiction shall be Pisa.

In the event of a controversy, the Customer shall always be entitled to file an appeal with an Alternative Dispute Resolution body (ADR), including those that work through electronic media, under art. 19, Legislative

Decree no. 70/2003. Anything that is not expressly mentioned in these General terms and Conditions shall be governed by the Consumer Code (Legislative Decree no. 206/2005 as amended) – with articles 51 to 68 addressing distance-selling regulations – as well as by the specific e-commerce regulations and the general provisions of the Code of Civil Procedure about sales, if applicable.

13. CONTACT DETAILS

Any communication that cannot be handled through the website, www.libraweb.net, shall be sent to FSE in one of the following ways:

- By mail to: Via Santa Bibbiana 28, Pisa (PI), Italy;
- By telephone, by calling FSE's Customer Service at: +39 050542332;
- By email to: fse@libraweb.net;
- By Certified Email to: fabrizio.serra.editore@pec.libraweb.net.

This document may be updated. Users should always check this whenever they have access to the Website.

Version 6.0 of 29.8.2022