

## TERMS AND CONDITIONS OF SERVICE

### OVERVIEW

This website is operated by Levitas SAS. The terms “we” and “our” used on the site refer to Levitas SAS. Levitas SAS offers this website, including all information, tools, and services available from this site, to you, **the user**, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our website and/or purchasing from our site, you engage in our “Service” and agree to be bound by the following terms and conditions, including those additional terms, conditions, and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Shopify Inc., which provides us with the online e-commerce platform that allows us to sell our products and services to you.

### ART 1 - ONLINE STORE TERMS

1.1. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

1.2. By agreeing to these Terms of Service, you represent that you will not use the products and/or content on the website for any illegal or unauthorized purpose, and that you will not violate any laws in your jurisdiction (including but not limited to copyright laws).

1.3. By agreeing to these Terms of Service, you represent that you will not transmit any worms, viruses, or any code of a destructive nature.

1.4. A breach of any of the above terms (1.1, 1.2, and 1.3) will result in the immediate termination of your right to use the Services offered by Levitas SAS.

## ART. 2 - GENERAL CONDITIONS

2.1. Notwithstanding the provisions of the previous article 1, Levitas SAS will evaluate, on a case-by-case basis, the eligibility of each user to use the Services it offers, deciding, in the event of a lack of requirements, to restrict and/or block user access.

2.2. By accepting the Terms of Service, you agree not to reproduce, duplicate, copy, sell, resell, or exploit the Services offered or any part of them through the website.

2.3. By accepting the Terms of Service, you agree to use the website appropriately.

## ART. 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

3.1. Levitas SAS is not responsible if the information made available on the website is not accurate, complete, or current.

3.2. The materials on the website are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting more accurate, complete, or timely sources of information. Any reliance on the information on this website is at your own risk.

3.3. The website may contain historical information. Historical information is not current and is provided for your reference only. Levitas SAS reserves the right to modify the contents of this site at any time but has no obligation to update any information on the site.

3.4. By accepting the Terms of Service, you agree to monitor any changes that may be made to the website.

## ART. 4 - MODIFICATIONS TO THE SERVICE AND PRICES

4.1. Prices for products sold on the website are subject to change.

4.2. The Services offered by Levitas SAS through the website may be modified and/or discontinued.

4.3. Levitas SAS shall not be liable to you or any third party for any modifications, price changes, suspension, or discontinuation of the Service.

## ART. 5 - LIMITATION OR REFUSAL OF SALE

5.1. Levitas SAS reserves the right to limit the sale of products or Services to any person, geographic region, or jurisdiction that does not meet the requirements to become or remain a user.

5.2. Levitas SAS reserves the right to refuse any order received.

5.3. Levitas SAS reserves the right to limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

5.4. In the event of a refusal, modification, and/or cancellation of an order, Levitas SAS will notify the user at the email address, billing address, or phone number provided at the time of the order.

#### ART. 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

By accepting the Terms of Service, you agree to provide current, complete, and accurate purchase and account information for all purchases made through our website. You also agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### ART. 7 - OPTIONAL TOOLS

7.1. Levitas SAS may provide you with access to third-party tools over which we neither monitor nor have any control or input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. Levitas SAS shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

7.2. Any use by you of optional tools offered through the website is entirely at your own risk and discretion.

#### ART. 8 - THIRD-PARTY LINKS

8.1. Certain content, products, and services available via our website may include materials from third parties.

8.2. Third-party links on this site may direct you to third-party websites that are not affiliated with Levitas SAS. Levitas SAS is not responsible for examining or evaluating the content or accuracy of any third-party websites. Levitas SAS does not warrant and will not

have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

8.3. Levitas SAS shall not be liable for any damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. You should carefully review the third party's policies and practices and make sure you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

#### ART. 9 - COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

9.1. If you send certain specific submissions (for example, contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that Levitas SAS may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

9.2. Levitas SAS may, but has no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

9.3. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. Levitas SAS takes no responsibility and assumes no liability for any comments posted by you or any third party.

ART. 10 - PERSONAL INFORMATION Your submission of personal information through the store is governed by our Privacy Policy. [Click here to view our Privacy Policy](#)

#### ART. 11 - ERRORS, INACCURACIES, AND OMISSIONS

11.1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update

information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

11.2. We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## ART. 12 - PROHIBITED USES

In addition to other prohibitions set forth in the Terms and Conditions of Service, it is prohibited to use the website or its content: (a) for illegal purposes; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service, any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses provisions.

## ART. 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

13.1. Levitas sas does not warrant, affirm, or declare that the use of the website will be uninterrupted, timely, secure, or error-free, nor that the results that may be obtained from the use of the service will be accurate or reliable. Reference is made to sections 4.2 and 4.3.

13.2. The service and all products and services provided through the service are (unless expressly stated by us) offered "as is" and "as available" for use by the user, without any representations, warranties, or conditions of any kind, express or implied, including implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

13.3. In no case shall Levitas sas and its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including

negligence), strict liability, or otherwise, arising from the use of any of the services or products procured using the service, or for any other claim related in any way to the use of the service or product, including but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Levitas sas shall be limited to the maximum extent permitted by law.

#### ART. 14 - INDEMNIFICATION

By accepting the Terms and Conditions of Service, the user agrees to indemnify and hold Levitas sas and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the user's breach of these Terms and Conditions of Service.

#### ART. 15 - SEVERABILITY

If any provision of these Terms and Conditions of Service is deemed unlawful, void, or unenforceable, that provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms and Conditions of Service, such determination shall not affect the validity and enforceability of any remaining provisions.

#### ART. 16 - TERMINATION

16.1 These Terms and Conditions of Service shall remain effective until the agreement is terminated.

16.2 The user may terminate the agreement at any time by notifying Levitas sas via email that they no longer wish to use its Services, or by discontinuing the use of the website.

16.3 Obligations and liabilities incurred prior to the termination date shall survive the termination of this agreement for all purposes.

16.4 Levitas sas may terminate the agreement if the user breaches any provision of these Terms and Conditions of Service. In such case, the user will remain liable for all amounts due up to the date of termination.

#### ART. 17 - ENTIRE AGREEMENT

17.1 The failure of Levitas sas to exercise or enforce any right or provision of these Terms and Conditions of Service shall not constitute a waiver of such right or provision.

17.8 These Terms and Conditions of Service and any policies or operating rules posted by Levitas sas on this site or in connection with the Service constitute the entire agreement and understanding between the user and Levitas sas regarding the use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between Levitas sas and the user (including, but not limited to, any prior versions of the Terms and Conditions of Service).

#### ART. 18 - APPLICABLE LAW; JURISDICTION

These Terms and Conditions of Service and any separate agreements whereby Levitas sas provides Services shall be governed and construed in accordance with the laws of Italy. In case of any dispute, exclusive jurisdiction shall be with the Court of Venice.

#### ART. 19 - CONTACT

Any questions regarding the Terms and Conditions of Service, as well as notices of termination, should be sent to [info@belpaeseexpress.it](mailto:info@belpaeseexpress.it).