



**Stamperia Carcano Giuseppe Spa**

via per Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
[www.carcano.it](http://www.carcano.it)

**TERMS AND  
CONDITIONS**

## GENERAL TERMS AND CONDITIONS FOR THE USE OF THE SITE

Dear user,

These welcome terms and conditions of use (the "Terms of Use") govern access to and use by visitors, users, partners or anyone viewing the relevant web pages (the "User") on the website of the <https://www.carcano.it/> website and the domain linked to it <https://academy.carcano.it/> (collectively, the "Site").

### 1. Company Information

This Website is owned by the company Stamperia Carcano Giuseppe Spa, with registered office in Via Per Alzate, 31, CAP 22032 Albese con Cassano (CO), Italy, VAT No. 00668140130 (the "Company").

### 2. Scope

- The Company manages this Site and provides its services, including, but not limited to, the viewing of video lessons of the "Cartec Safety Academy" (the "Video Lessons"), the presentation of the products, and of the Company itself (collectively the "Services"), for the sole purpose of information and communication with the public and grants the use of them in accordance with the provisions of these Terms of Use, which, therefore, govern and regulate the relationship between the User and the Company.
- The use of the Site and the Services presupposes the reading, knowledge and full acceptance of the Terms of Use of the same as well as the remaining legal documentation published on the Site, including, but not limited to, the policy on the protection of personal data published therein.
- By visiting the Site, you acknowledge the binding nature of these Terms of Use as well as the documentation published on the Site itself.
- These Terms of Use may be amended at any time by the Company. Any changes and/or new conditions will be published in the "Terms and Conditions" section of the Site. To this end, we invite Users to access the Site regularly and check the publication of the most up-to-date Terms of Use.
- If the User does not wish to accept these Terms of Use and/or comply with the applicable legislation, he is invited to not to use the Site.
- By visiting the Site, the User also declares to have read the information on the protection of personal data and the information on the use of cookies, present in the section called "Legal Area" of the Site.
- It is understood that the use of this Site by the User has no commercial purpose whatsoever, having only promotional and/or informative purposes.

### 3. Creating an account

- To use the Services within the <https://academy.carcano.it/> website (the "Academy"), including the Video Lessons, it is necessary to create an account by clicking on the appropriate "Register" box on the Academy home page. Failure to accept the Terms of Use will result in the impossibility of registering and creating an account.
- To register, the User must fill in the registration form, entering their name, surname, e-mail, company, role country (the "Registration Credentials"). The registration is confirmed by e-mail, sent to the address provided by the User.
- The Registration Credentials must be used exclusively by the User and may not be transferred to third parties. The User must notify the Company without delay in the event of suspected misuse of the same. The Registration Credentials may be modified by the User at any time by accessing the "Profile" section on the Site.
- The User guarantees that the Registration Credentials provided during the registration procedure on the Site are complete, correct and truthful. All operations carried out through the Registration Credentials are considered to have been carried out by the User to whom the Registration Credentials refer. To the maximum extent permitted by applicable law, the Company shall not be liable for any unlawful use of the Registration Credentials.
- The Services are provided in Italian, English, French, German, Spanish, Portuguese, Croatian.
- The Company reserves the right to refuse registration and/or to suspend or cancel the registration of any User, who is in violation of the applicable legislation, these Terms of Use or for well-founded security reasons, subject to reasoned notice to the User. By way of example, if you decide to use the Content in violation of these Terms of Use. The User can provide his/her own clarifications.
- You may delete your account at any time in the "account settings" > "accounts" > "delete accounts" section.

### 4. Video lessons

- The Academy provides registered users with access to Video Lessons. At the end of each module or training course, a certificate of participation may be issued, which certifies only the use of the Video Lessons by the user.
- The certificate is for information purposes only and does not constitute a legally or academically recognised qualification.
- The Video Lessons are provided for informational and informative purposes only.
- The user acknowledges that the use of the Video Lessons takes place under his or her sole responsibility and undertakes to indemnify and hold harmless the Company and its collaborators from any liability deriving from the improper use of the Video Lessons or their application in unsuitable contexts or those that do not comply with current legislation.



**Stamperia Carcano Giuseppe Spa**

via per Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
[www.carcano.it](http://www.carcano.it)

**TERMS AND  
CONDITIONS**

### **3.5 Protection of intellectual and industrial property rights**

- All the contents present or made available on the Site, such as, but not limited to, video lessons, texts, photographs, catalogs, documents, graphics, videos, as well as other images, audio files, digital downloads, data collections, web pages, graphics, layouts and software, trademarks and/or other distinctive signs, including the registered trademarks "SCG", as well as any other logo and domain name, including the domain name "carcano.it", are the exclusive property of the Company (collectively the "Content").
- The User acknowledges and accepts that the Company is the owner of intellectual and industrial property rights on the Contents, both in accordance with Italian law, which includes, by way of example, Law No 633/1941 and Legislative Decree no. No 30/2005, both in accordance with international and European Union legislation, therefore, all rights to the Contents are, therefore, reserved (the "Rights").
- The User acknowledges and accepts that the Company has the exclusive right to authorize or prohibit the reproduction and any direct or indirect, temporary or permanent use, in any way or form, in whole or in part, of the Contents. Therefore, the User acknowledges and accepts that any act of reproduction or modification, even partial, of the Contents, which is not carried out for strictly personal purposes, may only take place by virtue of the express authorization of the Company. In this regard, the User, aware that otherwise he will violate the Company's Rights, undertakes not to copy, reproduce, use, transfer, assign, sublicense, lend, modify, adapt, make available to the public, attempt to modify or alter the source code, carry out reverse engineering operations, decompile, create and/or use derivative works or otherwise inspired, sell or take part in the sale of the Content in any capacity.
- The User acknowledges and accepts that any unauthorized use of the Contents, which is not of a strictly personal nature or in any case aimed at the use of the Site and/or the Contents, constitutes counterfeiting of the same and, therefore, unlawful violation of Rights.
- It is understood that, should the Company ascertain that the User has carried out, in whole or in part, the activities of above, the same will act against the User at the most appropriate venues in order to protect its Rights, firmly opposing any unlawful action concerning the Contents.
- The User hereby undertakes to indemnify and hold the Company harmless from any damage, loss, claim, charge or expense, including legal fees, directly or indirectly resulting from the use that the User will make of the Content in violation of the provisions of these Terms of Use.
- The downloading or copying of the Contents, where authorized in writing by the Company, does not imply the purchase, by the of the User, of any right, title or interest, in the same.
- Notwithstanding the foregoing, for the purposes of using the Site, the User is authorized to view, print and, in any case, to carry out temporary and non-economic reproduction acts, concerning the Contents such as brochures, catalogs, cards and other downloadable materials. In particular, the Company authorizes the User to print or download more than one copy of such Content according to the User's reasonable needs, as well as to send copies of such Content to individual third parties for their personal information, but on condition that:  
these uses are exclusively of a private/corporate nature and therefore do not have commercial purposes;  
all intellectual property rights notices identifying the Content, including, but not limited to, copyright/copyright and trademark notices, are kept intact.
  - a. the Contents are used exclusively in reference to the services provided by the Company, unless otherwise expressly authorized by the same. You may not modify, alter, or remove logos, trademarks, or proprietary references from documents; publicly redistribute the Content, post it online, or share it with outside third parties without written permission; use the Content for unauthorized competitive or promotional purposes.
  - b. The User acknowledges and accepts that, in any case, the Company reserves the right, at any time and at its sole discretion, to revoke or modify the above authorizations.
  - c. If the User wishes to use the Content for purposes other than those granted under the license governed above or, more generally, under the Terms of Use (by way of example and not limited to, in the context of its commercial activity or within its website or other promotional material), the User hereby undertakes to request prior written authorization from the Company.



**Stamperia Carcano Giuseppe Spa**

via per Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
[www.carcano.it](http://www.carcano.it)

**TERMS AND  
CONDITIONS**

**4.6 Limitation of Liability**

- The User acknowledges and accepts that the Company reserves the right to withdraw, modify, suspend or terminate, at its sole discretion, the use of the Site, without prior notice, if, by way of example, the User violates these Terms of Use and/or the Company takes necessary actions to protect the User and/or the Site from hacker attacks, fraud and other illegal activities carried out by third parties. Therefore, the User acknowledges and accepts that, in such circumstances, the Company, to the fullest extent permitted by law, (i) shall not be liable in any way for the unavailability of the Site, even for prolonged periods of time; (ii) declines any responsibility for any claims by the User relating to the impossibility of using the Site for any reason whatsoever; (iii) shall not be liable for any damages suffered by the same.
- To the extent permitted by applicable laws, the Company shall not be liable for any damage, loss or expense directly or indirectly resulting from the use of the Site and/or the Content. Furthermore, the Company shall not be liable for damages resulting from any interruptions, suspensions, delays or anomalies in the connection to the Site due to the supply of electricity or telephone service or the malfunctioning of the Internet network or any other cause beyond the Company's control.
- It is understood that these Terms of Use do not exclude or limit (i) the Company's liability in the event of intent or gross negligence and/or (ii) any other liability that the law does not allow to exclude or limit.

**5.7 Disclaimer of warranty**

- The User acknowledges and accepts that the Site and the Contents contained therein are provided free of charge as is, therefore, the Company, to the maximum extent permitted by applicable law, does not provide any warranty in relation to the same, including any guarantees of continuity and absence of interruptions or errors of operation, as well as the absence of viruses, bugs, malware or the like and, indeed, expressly disclaims any warranty in this regard.
- The Company makes every effort to ensure that the information provided through the Site is accurate and up-to-date, however, the Company does not, under any circumstances, guarantee the accuracy of such information or that such information is free of errors or omissions.
- With particular regard to any Content owned by third parties, present on the Site, the User acknowledges and accepts that the Company: (i) has received the necessary authorizations from the aforementioned third parties exclusively for the purposes directly related to the Site (ii) cannot provide guarantees regarding the correctness, truthfulness, completeness and originality of such elements and therefore does not guarantee that the Contents do not violate the rights of third parties.

**6.8 Use for Lawful Purposes and Indemnification**

- The User undertakes to use the Site exclusively for lawful purposes that comply with applicable legislation such as, but not limited to, the current legislation on intellectual and industrial property as well as the current legislation on the protection of personal data. In any case, the User, while browsing the Site, will behave in good faith and fairness.
- To the fullest extent permitted by law, the User undertakes to indemnify and hold the Company harmless from any and all damages, losses, claims, charges, liabilities or expenses, including legal fees, that the Company may incur as a result of the use of the Site for unlawful purposes, and/or in any case in violation of these Terms of Use, by you

**7.9 Links to other websites**

- The Site may contain hyperlinks to other websites that have no connection with the Site and/or with the Company, therefore, the latter cannot be held responsible for the content available on these sites or the rules adopted by them, including those on the protection of personal data.
- Consequently, the User undertakes to pay attention to any access to third-party websites linked to on the Site, as well as to carefully read the relevant terms of use applicable from time to time as well as any other legal documentation that may be published on the sites themselves. In this regard, the User acknowledges and accepts that these Terms of Use, as well as other legal documents published on the Site, do not apply to websites operated by third parties other than the Company.

**8.10. Applicable law and jurisdiction**

- These Terms of Use are governed by Italian law. In the event that some of the provisions contained therein are deemed invalid, null and/or in any case not applicable by virtue of the provisions of the law in force, the remaining provisions shall in any case be considered fully valid and effective.
- Without prejudice, where applicable, to the provisions of the Consumer Code on the subject of jurisdiction
- If the User can qualify as a "consumer", pursuant to the applicable legislation -, any dispute that may arise in relation to the validity or interpretation of these Terms of Use or, in any case, the violation of the same, will be the exclusive jurisdiction of the Court of Como.



**Stamperia Carcano Giuseppe Spa**

via per Alzate, 31  
22032 Albese con Cassano (CO) Italia  
+39 031 429611  
stamperia@carcano.it  
[www.carcano.it](http://www.carcano.it)

**TERMS AND  
CONDITIONS**

**9.11. Other provisions**

- Any tolerance on the part of the Company towards the User's conduct in violation of any provision of the Terms of Use does not constitute a waiver of the rights deriving from the violated provision, nor of the right to demand the correct fulfillment of all the provisions of these Terms of Use.
- The User acknowledges and accepts that the Company reserves the right to modify the Terms of Use at any time, at its own discretion, making the User aware of them by publishing them on the Site. Access to the Site after the modification will be considered as complete acceptance, by the User, of the modification itself. If the User does not agree, in whole or in part, with the Terms of Use, as amended and/or updated from time to time, the User is invited not to use the Site and to immediately stop browsing.

Any communication to the Company pursuant to or for purposes related to the General Conditions must be sent by registered letter with return receipt, certified e-mail or e-mail to the following addresses:

Dear Stamperia Carcano Giuseppe S.p.A.

Via per Alzate, 31 22032 Albese con Cassano (CO) e-mail: [stamperia@carcano.it](mailto:stamperia@carcano.it)

PEC: [carcano@pec.carcano.it](mailto:carcano@pec.carcano.it)