

## Ski-Pic Terms and Conditions of Sale

### 1. Definition

- 1.1 The following Terms and Conditions of Sale define how the photos, taken by SKI-PIC Italy S.r.l.'s cameras and selected through the application "Ski-Pic" (hereinafter "***Ski-Pic app***"), are being sold to users (hereinafter "***the User***").

Each purchase between SKI-PIC Italy S.r.l. and the User is regulated by the following Terms and Conditions of Sale which shall be considered integral and substantive part of every offer, order and confirmation of the order.

Each purchase shall be ruled by provisions of D. Lgs. 206/05, modified by D.lgs. n. 21/2014. All the data aimed to the conclusion of the contract will be subjected to the provision of art. 12, D. Lgs. 70/03 and, in terms of privacy policy, to the provision of D. Lgs. 196/03.

- 1.2 The following Terms and Conditions of Sale (hereinafter "***The Terms and Conditions***") are applied to all the orders and download carried out by the User through Ski-Pic app and can be displayed and/or saved in pdf version by clicking the following [link](#). These Terms and Conditions shall be subjected to change at any time by SKI-PIC Italy S.r.l., without prejudice to any operation which had already been submitted.
- 1.3 The registration is allowed only to persons above the age of eighteen (18) years.
- 1.4 These Terms and Conditions form an integral part of the Terms of Use.

### 2. Registration

- 2.1 In order to purchase through Ski-Pic app, it is necessary to create a personal account through Ski-Pic app or in the web site <https://ski-pic.com/> (hereinafter "***the Web site***") by submitting the email address and telephone number and inserting a password that grant the access to the personal area (hereinafter also referred to as "***Credentials***"), or, alternatively, the User can log-in through his Facebook account or Gmail account, if available. The creation of a Ski-Pic account will be provided at no charge. Personal data will be treated confidentially as described in privacy policy (that you can find at the following [link](#)).
- 2.3 Credentials must be used only by the User and cannot be given to a third party. The User is obliged to notify without delay to SKI-PIC Italy S.r.l. in case of any suspect misuse of data. Credentials may be altered by the User at any time from the Ski-Pic app or from the section "Customer Login" on the Web site.
- 2.4 The User confirms that Credentials provided during the creation of its Ski-Pic account are correct and truthful. The User grants to indemnify SKI-PIC Italy S.r.l. from any sort of liability, sanction due or related to a violation of registration's rules by the User. The User will be the sole responsible for the access to the Ski-Pic app via Credentials and is liable for any damage caused to SKI-PIC Italy S.r.l. or third parties by the use, loss, misappropriation and/or lack of protection of the confidentiality of the Credentials. All

the operations, carried through the use of the Credentials, will be consider as carried out by the User to which these Credentials are related.

2.5 SKI-PIC Italy S.r.l. reserves the right to not accept any order by the User which results unusual in terms of either quantity or frequency of purchase performed through the Ski-pic app.

2.6 In accordance with the Terms of Use, the User shall cancel his subscription at any time directly from the Ski-Pic app or, in alternative, from the Web site.

### **3. Pre-contractual information**

3.1 Before the conclusion of the sale contract, the User can check the photos that will be available in low resolution in his Ski-Pic application for 24 hours from their upload in the dedicated section (section "*Pick your Pics*").

3.2 Before the conclusion of the sale contract and before the confirmation of the order with payment obligation, the User is informed of:

- The total price including taxes;
- The method of payment;
- when SKI-PIC Italy S.r.l. will make available the purchased photo[s];
- The limitation to the right of withdrawal (art. 10 of these Terms and Conditions);
- The conditions of after-sale assistance and commercial warranties provided by SKI-PIC Italy S.r.l..

3.3 The User shall at any time and even before the conclusion of the sale contract be aware of the information, address, and email address related to SKI-PIC Italy S.r.l., which are also provided hereafter:

#### **SKI-PIC Italy S.r.l.**

Address: Via Vittorio Alfieri 6  
10043 ORBASSANO (TO)

Email: [sales@ski-pic.com](mailto:sales@ski-pic.com)

3.4 In accordance with D.l. No. 70/2003, concerning E-commerce, SKI-PIC Italy S.r.l. informs the User that:

- the User has to fill an order form in electronic format and send it to SKI-PIC Italy S.r.l. within the framework provided by the Ski-Pic app so as to conclude the purchase contract for one or even more photos;
- before submitting the order, the User will be able to identify and correct any error in the insertion of its data by following the instructions given during the purchase procedure by Ski-Pic app.

### **4. Conclusion of the contract and acceptance of Terms and Conditions**

- 4.1 The choice of the photo and submission of the order through the Ski-Pic app will constitute a purchase offer by the User. By placing an order, the User declares to have read the information provided to him during the purchase procedure and accepts entirely, without any reservation, these Terms and Conditions including its method of payment. The sale shall be deemed completed with the acceptance by SKI-PIC Italy S.r.l. of the order, even if only partially. The acceptance shall be communicated by e-mail as set out in clause 6.2.
- 4.2 Before sending the order, the User shall read carefully these Terms and Conditions. The submission of the order implies their full knowledge as well as their acceptance.
- 4.3 It is excluded any right for the User to be compensated for the damages, as well as any contractual or extra-contractual liability for direct or indirect damages to persons and/or things and/or animals, caused by non-acceptance, even partial, of an order.

## 5. Completion of the order

- 5.1 By sending the order via Ski-Pic app, the User transmits to SKI-PIC Italy S.r.l. a purchase offer of the selected photos that are located in the so called cart, which is a tool accessible through Ski-Pic app after the registration by every registered User (the **Cart**). When the User submits an order, he agrees to buy the selected photos at the price indicated in the information document and according to the terms of these Terms and conditions. SKI-PIC Italy S.r.l. will confirm acceptance together with its confirmation by email as disposed by clause 6.2
- 5.2 In particular, SKI-PIC Italy S.r.l. will not accept orders:
- in case the material at the time of the order is no longer available and/or
  - in case the User could not or would not pay using one of the method of payment which are set out in clause 9.

## 6. Purchase procedure

- 6.1 The cost of each selected photo or the total cost when buying more photos is summarized before submitting the purchase order.
- 6.2 The purchase of photos and correct reception of the order are confirmed by email attesting the successful receipt of the order ( "**the Confirmation message**") and containing detailed information of the price, applicable taxes, the method of payment as well as a reference to the Terms and Conditions. The Confirmation Message will reiterates all the data inserted by the User who undertakes to check their accuracy and promptly notify any corrections to SKI-PIC Italy S.r.l..
- 6.3 In case of non-acceptance, SKI-PIC Italy S.r.l. grants to promptly notify it to the User.

## 7. Availability of the photos

- 7.1 The photos will be available on Ski-Pic account for 24 hours starting from their upload. A copy of the photos purchased and downloaded by the Users will be stored in *SKI-PIC*

*Italy S.r.l.* servers for one year as a backup copy in order to face any further request of download by the Users. The further download shall have no additional costs. In the event of unavailability of the selected photo, the User will be promptly notified via email and the purchase order will be cancelled. If payment has already been made, SKI-PIC Italy S.r.l. shall refund to the User no later than thirty days from the day after the order was sent.

## **8. Prices**

- 8.1 The sale prices listed on Ski-Pic app are in Euros and include VAT.
- 8.2 The User accepts SKI-PIC Italy S.r.l.'s right of revising its prices at any moment. However, the products will be invoiced according to the prices specified on Ski-Pic app when the order was made and confirmed by SKI-PIC Italy S.r.l. to the User.
- 8.3 In case of digital, manual, technical -or of any other nature- mistake, that may lead to a substantial change of the price, not envisaged by SKI-PIC Italy S.r.l., that may make it too high or too low, the purchase order shall be considered not valid and cancelled and the amount paid by the User shall be refunded within 14 days from the cancellation of the order.

## **9. Method of payment**

The customer can make the payment by choosing one of the methods listed below:

- (i) Credit Card: in case of payment through credit card, the purchase amount will be charged only when the order has been confirmed. SKI-PIC Italy S.r.l. reserves the right to request further information (ex. telephone number) or other evidence that the payment had been made by the User. In the absence of the required documentation, SKI-PIC Italy S.r.l. reserves the right to not accept the order. During the payment process, at no time SKI-PIC Italy S.r.l. is able to know client credit card information, as this data is directly managed by the bank through a safe connection as described in Ski-Pic app.
  - (ii) Voucher: the User can buy photos using the Voucher acquired from authorized shops. The User will have to scan the barcode on the voucher or enter the code written on the Voucher in the field "Insert Voucher Code". The voucher may be of Number of Pictures, Daily unlimited usage , Weekly unlimited Usage for an individual or for a family of up to 5 different phone numbers . The voucher will be active from the date of its first use.
- 10. Right of withdrawal**

- 10.1 The photos purchased with Ski-Pic app are personalized products in accordance with letter c) of art. 59 of D.Lgs. 206/05, therefore the User shall not be entitled to exercise any right of withdrawal once the purchase has been made.

## **11. Warranties**

- 11.1 SKI-PIC Italy S.r.l., even granting all its effort to ensure the best functionality of the system, grants the function of Ski-Pic app within the limits of the Net capability and of

the Tools used by the User for the fruition of the service. The actual possibility to use Ski-Pic app depends on: the Net of the Operator, the power of the signal, the use of Internet, the features of the Tools of the User.

- 11.2 The User accepts the photo as download from Ski-Pic app (or the Web site), including every inaccuracies, graphical errors and/or limitation which the photos may contain, without having any warranties from SKI-PIC Italy S.r.l..
- 11.3 SKI-PIC Italy S.r.l. expressly excludes, with reference to the photo, any warranty or condition, expressed or implied, including, among the others, the implied warranties and/or the condition of marketability, not satisfactory quality, suitability to a specific use, exemption from defects, of accuracy, of capability of use without hindrances and non-violation of rights of third parties.
- 11.4 The User is the sole responsible, towards both itself and third parties, of any direct or indirect damage deriving from these Terms and Conditions or from photo's usage. At the same time, the User is the sole responsible for infringement of the right of personality and property connected to the use of the photos purchased under these Terms and Conditions.

## **12. Termination clause**

- 12.1 In the event of non-payment or only partial payment, SKI-PIC Italy S.r.l. reserves the right to terminate the contract by sending a written notice to the User's email.

## **13. Undertakings and liability of SKI-PIC Italy S.r.l.**

- 13.1 SKI-PIC Italy S.r.l. shall not be liable for any damages, of any kind, deriving from an inappropriate use of the photos, nor in case of damages caused by force major.
- 13.2 SKI-PIC Italy S.r.l. shall not be liable for loss of income, of profits, of data nor for any other indirect damages of any kind deriving from or connected to the contracts under these Terms and Conditions.
- 13.3 In any case SKI-PIC Italy S.r.l. liability cannot be superior to the total amount of the value of the purchase order.
- 13.4 In no case SKI-PIC Italy S.r.l. shall be held liable for breach of any undertaking deriving from the contracts under these Terms and Conditions in the event that the breach is caused by force majeure, including, by way of example, natural disaster, acts of terror, malfunctioning of the net and/or blackout.

## **14. Suspension of the service**

- 14.1 In case of violation of Terms and Conditions and/or Terms of Use, SKI-PIC Italy S.r.l. may suspend at any time the provision of services by Ski-Pic app.

## **15. Content and Intellectual property rights**

All materials on the Website and on Ski-Pic app including by way of example images, graphics, photos, documents, sounds, videos and any other material in any format (**“the Intellectual Property”**) are protected and in the sole ownership of SKI-PIC Italy S.r.l. and these Terms and Conditions do not entail any right for the User. It is forbidden the reproduction, editing, duplication, copy, distribution, sale or exploitation of the Intellectual Property. Under no circumstances the User may alter, modify, change or adapt the Ski-Pic app.

**16. Applicable law and competent jurisdiction**

These Terms and Conditions and, therefore, the sale contract executed by and between the User and SKI-PIC Italy S.r.l. are governed by and must be interpreted in accordance with Italian laws. The disputes arising out of any sales through the Ski-Pic app, or, in addition, related to these Terms and Conditions shall be submitted to the territorial jurisdiction of the competent courts of the place of residence or domicile of the User acting as consumer.

**17. Online Dispute Resolution (Art. 14 section 1 ODR-Regulation EU 524/2013)**

The User is informed that the European Commission offers to online users a platform for the resolution of disputes that can be accessed through this link <http://ec.europa.eu/consumers/odr/>