

## 1. Introduction

All services available on website [accademia.conquist.it](http://accademia.conquist.it) are subject to these "terms of sale", which are applied to all users who use the website and its services. Under Article. 7, paragraph 1, lett. C, Decree-Law 70/03, here are listed the details to contact directly the company which is liable for the site [accademia.conquist.it](http://accademia.conquist.it):

Conquist srl - 6, Via Calefati - 70121 Bari (BA) - [info@accademia.conquist.it](mailto:info@accademia.conquist.it)

## 2. Contract of sale "on line" and general terms of sale

2.1 By contract "online" we mean the distance contract having as its object the purchase of goods and / or services between the

"Conquist srl" located at 6, Via Calefati, VAT 05525400726, hereafter referred to as the "Supplier" and the "Customer", as parts of a sales system that only uses the Internet technology. All contracts, therefore, will be concluded through the direct access of the Customer to the Supplier's website corresponding to <http://accademia.conquist.it>.

2.2 The contract between the Supplier and the Customer shall be concluded with the acceptance, even partial, of the same Supplier. This acceptance is automatic, unless otherwise notified by the customer. The latter, making an order in accordance with the procedure expected, declares that he has fully read all the information provided during the purchase procedure and, therefore, accepts the general conditions of payment written in this document.

2.3 The confirmation of the order by the customer, implies the full knowledge of these general terms of sale and their full acceptance.

## 3. How to Buy

3.1 The customer provides the Supplier with his personal data, with the obligation of giving them truthful, complete, accurate and updated. The customer is liable for any damage caused from the lack of accuracy of the given personal data.

3.2 Conquist reserves the right to refuse, to activate or interrupt the delivery of the service to a specific customer, if the personal data are false or incorrect.

3.3 In order to benefit from the contents of the website [accademia.conquist.it](http://accademia.conquist.it), is necessary that the customer has the appropriate hardware and software. If the customer does not have the hardware and software required to use the service, no responsibility can be charged to the Supplier.

3.4 Connecting to website <http://accademia.conquist.it>, the customer will have the opportunity to view an online illustrated catalogue with full technical description and prices, and when it is expected a preview of the product and a limited audio content, for the categories / articles of interest.

3.5 In order to purchase, the customer will add to the " Shopping Cart" the products selected till he will type the key "Cart" where he will display a page with the list of products purchased, the VAT and the total price. The access to the "Cash" or "Checkout" is subject to the registration of new customers in the system log or to the registered customer. At this point the customer will choose the "terms of Payment " between Credit Card / PayPal or bank transfer and, if you want to proceed with the order, at the next page, you must click on the "Confirm Order". Before entering the key "Confirm Order", the Customer may stop the purchase at any time, by closing the browser.

3.6 Payment by Credit Card / PayPal: the customer will be immediately redirected to the PayPal website and from there he will follow the instructions for payment. Once paid, the customer will receive a notice from PayPal and from the Supplier about the confirmation of the payment. After the procedure with the confirmation of the charge, the customer will receive an e-mail containing:

- the invoice;
- the link to download the score and parts or any other product purchased;

3.7 Payment by bank transfer: the customer will receive an e-mail with the details to effect the payment, he will pay by following the instructions in the e-mail he has received, and in order to speed up the response of the payment, he will send an e-mail with the Reference code operation to the supplier. The supplier will check the payment and send an e-mail to the customer containing:

- the invoice;
- the link to download the score and parts or any other product purchased;

3.8 All prices of the products included in the sale of electronic catalogues

<http://accademia.conquist.it> published on the website, constitute a public offer under art. 1336 Civil Code and are inclusive of VAT.

## 4. How to pay

4.1 Purchases made on site <http://accademia.conquist.it>, are safe, guaranteed and can be made according to the instructions indicated on the website. All terms of sale have specific terms and conditions of use, as indicated.

4.2 If the Customer fails to pay the amount due under the terms of the specific conditions of each service and the method of payment, the supplier has the right to interrupt the provision of the contents to the customer.

4.3 The price paid by each user does not include the cost of Internet connection, depending on the provider chosen by the user.

## 5. Right of withdrawal

5.1 Under Article 55, paragraph 2, letter b and Article 64 of the Consumer Code, as they are usable products, the customer can exercise the right of withdrawal after the conclusion of the contract, but before the download. After that time, you will not back out of a contract, unless the parties agree to cancel the contract by mutual agreement.

5.2 The opportunity to request any refund expires when the customer opens / starts / remove the protection of the product with a security key. The same download compromises the ability to request a refund.

## 6. Interruption of internet service

6.1 The Supplier may interrupt the provision of services on the website [accademia.conquist.it](http://accademia.conquist.it), to ensure routine and extraordinary maintenance .

6.2 The Supplier shall not be liable to the Customer for the non-availability of content and

website services, caused by partial or total interruption of service for routine maintenance and repairs, or interruption or any problems of Internet access provided by telecommunications carriers.

6.3 The Supplier shall not be liable to the Customer if it is forced by the will of others to the partial or total interruption of service.

#### **7. Guarantees**

7.1 All the products are free and are guaranteed against any defect which prevents the proper use, in which case the Supplier will replace them on his charge.

7.2 In cases of defective merchandise, any dispute must be lodged within 30 days from the date of download.

#### **8. Terms of use**

8.1 The Customer declares to be aware of the fact that the products purchased by the website <http://accademia.conquist.it> are intended for his exclusive use in accordance with applicable law or regulation.

8.2 The contents purchased from the website are not assignable by the Customer to third parties for any reason.

8.3 The Customer undertakes not to reproduce, distribute, rent, sell, communicate the contents of [accademia.conquist.it](http://accademia.conquist.it) purchased and enjoyed.

8.4 The contents of <http://accademia.conquist.it> are protected by copyright as follows Article 16, and buyers cannot be changed by customers.

8.5 The Customer is only liable for the use of purchased contents on the website <http://accademia.conquist.it>. Any legal action resulting from an improper use of these contents in terms of intellectual and industrial property rights or for the violation - improper in their use - or provision of any law in force and applicable, the customer directly will respond.

8.6 The Customer may use the contents indefinitely, since the file has been downloaded. Downloaded files can be also enjoyed offline, in accordance with the terms of sale.

#### **9. Protection of data access**

9.1 The customer is entitled to preserve his identification parameters that allow the access to pay services of the website <http://accademia.conquist.it> (user-id, password and any other identification codes). The confidentiality of these data is critical to prevent from the use of website services <http://accademia.conquist.it> by unauthorized third parties.

9.2 The customer is liable for any harmful and not harmful action which is authorized and unauthorized carried by third parties, through the use of its identification parameters.

9.3 Each customer in case of one or more unauthorized accesses by third parties through the use of its identity, must promptly report the incident to the Supplier.

9.4 The Customer frees the Supplier from any damages resulting from an unauthorized access to <http://accademia.conquist.it>, made by third parties using their identification parameters.

#### **10. Limits of liability and protection**

10.1 The website contents and services are provided <http://accademia.conquist.it> as they are, therefore, the Supplier is not liable for any direct or indirect damage suffered by customers or by third parties arising from their use or their lack of use.

10.2 The Supplier does not respond - to the Customer or its affiliated entities directly or indirectly - of suspensions, interruptions, delays, malfunction of the services, due to circumstances beyond our control, violation or unauthorized / illegal actions on its devices, on the equipment owned by the customer, bad configuration of hardware and software devices used by the customer, and incorrect use of the service by the customer.

#### **11. Legal responsibility**

11.1 The Customer agrees to free the Provider, its related companies, officers and employees and to hold them harmless from any damage, material loss, liabilities, costs (including even legal fees), against any claim by third parties due to the improper use of the service and / or the violation of the Terms of sale and / or specific conditions for each service, by its side or by third parties, with or without the approval of the customer, will use the parameters identification of access.

11.2 This also applies to the violation of any intellectual property or other rights in any way connected with the provision of services and content from the website <http://accademia.conquist.it>.

#### **12. Immediate cancellation of the contract**

12.1 The Supplier reserves the right to cancel the Contract of law, under the Article 1456 Civil Code, in case of violation of even one of the obligations contained in the terms of sale.

#### **13. Changes to the Service**

13.1 The Supplier reserves the right to alter and / or add these terms of sales, at any time. The new terms of sale will take effect from the date of change.

#### **14. Place of jurisdiction**

14.1 The contracts which cover the services of the website <http://accademia.conquist.it> are governed by Italian law. For any dispute regarding the Services, refer to the Tribunal of Bari (Italy). For everything that is not expressly stated in the contract the laws in force will be applied.

#### **15. Protection of personal data**

15.1 The Customer's personal data provided and / or detected by the Supplier for the use of the Services are protected by D.Lgs.30 June 2003 No. 196 - Code on Protection of Personal Data as amended, relating to the protection of people and other subjects regarding the processing of personal data and will be processed by Supplier in compliance with the Law.

15.2 Consequently, the customer may, at any time, request its correction or cancellation: the purposes and methods of treatment of all customer data and other information relating to it are illustrated in the notice provided at registration and are available on the website [accademia.conquist.it](http://accademia.conquist.it) through the link "Privacy Information"

#### **16. Copyright**

16.1 The Customer acknowledges and agrees that technological measures for safety and security maybe

used in the website contents, according to the Copyright Law (Law n.633/41). These measures consist of devices that prevent or restrict acts which are not authorized by / the owner / s of rights . The contents can also be accompanied by information on the regime of rights, which clarify the terms and conditions of use of the Contents, by the author or any another owner, and codes, numerical or not, which represent these information or other identifiers, such as a watermark identifying the name of the buyer customer.

16.2 It is not allowed to use the contents other than as expressly stated in the Terms of sale Website <http://accademia.conquist.it>. It is punished by criminal penalties, any person who, for profit, illegally duplicates, reproduces, transmits or disseminates in public, sells, rents, sells for whatever reason, projects in public works by any process or parts of protected works, or removes or alters technological protection measures and / or electronic information above.

16.3 To the above violations the penalties provided for in art. 171, 171-bis, 171-ter, 174-bis and 174-ter of Law 633/1941 will be applied.

16.4 The authors of the contents sold on the website [accademia.conquist.it](http://accademia.conquist.it) guarantee of being entitled from the beneficiaries of the elaboration of the songs, if not in the public domain, and at the same time "protect" the elaboration of the songs themselves as enrolled in the SIAE (Italian association for the protection of authors and publishers) .

**Note:** For any dispute, consider the only "terms of sale" in Italian.

ACCADEMIA.CONQUIST.IT