

# TETRASTORE

## General Conditions of Use

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**OUR CONTACTS**

**THE ROLE OF TETRASTORE**

**OUR RESPONSIBILITY**

**ELECTRONIC COMMUNICATIONS**

**LICENCE FOR ACCESS TO TETRASTORE SERVICES**

**YOUR ACCOUNT**

**COMMENTS, COMMUNICATIONS AND OTHER CONTENT**

**BRANDS**

**COPYRIGHT AND DATABASE RIGHTS**

**INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS**

**THIRD-PARTY ACTIVITIES**

**APPLICABLE LAW AND JURISDICTION**

**CHANGES TO THE SERVICE OR CONDITIONS**

**DISCLAIMER**

**MINORS**

**TETRASTORE SOFTWARE TERMS**

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**Please read these General Terms and Conditions of Use carefully as their full acceptance is binding for the use of the TETRASTORE services.**

We also invite you to read our [Privacy Policy](#) accessible from our website to understand how we collect and process your personal data.

## OUR CONTACTS

The **TETRASTORE** website is owned and operated by:

### **TETRAPOWER SRL**

**Via Grottone 102**

**Guiglia - MO (IT)**

**Tax Code/VAT number 03897530360**

**Economic and Administrative Number: MO426820**

## THE ROLE OF TETRASTORE

TETRASTORE enables companies to list their products on [www.tetrastore.com](http://www.tetrastore.com) and facilitate the interaction between potential buyers (BUYERS) and manufacturers/resellers (SELLERS) aimed at defining a quote, which may or may not lead to a transaction outside the TETRASTORE service, which is not part of the sale contract for the goods sold. Therefore, TETRASTORE remains extraneous to this contract, which is exclusively between the buyer and the seller. TETRASTORE does not assume any liability for the sale contract and its proper execution and does not act as the seller's agent in any way. The seller is solely responsible for the sale of the products and managing any disputes with the buyer.

## OUR RESPONSIBILITY

We will always do our best to ensure that access to the TETRASTORE Services is provided without interruption and that transmissions are error-free. However, due to the nature of the Internet, uninterrupted access and error-free transmission cannot be guaranteed. Your access to the TETRASTORE Services may also be occasionally suspended or restricted to allow for the performance of repair or maintenance work or the introduction of new activities or services.

We will attempt to limit the frequency and duration of these suspensions and limitations. TETRASTORE is not liable for any losses unless they are a result of our breach of these terms and conditions or for any loss of business opportunity (including lost profits, revenues, contracts, deemed savings, data, goodwill or unnecessary expenses) or any other indirect or consequential loss that was not reasonably foreseeable, either by you or by us, when you started using the TETRASTORE Services.

We are not liable for any delay or non-performance of our obligations under these terms and conditions if the delay or non-performance is due to unforeseeable circumstances or force majeure. The legal provisions in force in some countries may prohibit the limitations of liability indicated above. If these provisions are applicable, the limitations of liability set forth herein shall not apply, and you may be entitled to additional rights.

## ELECTRONIC COMMUNICATIONS

When you use the TETRASTORE Services or send e-mails, integrated chat text messages, and other communications from your computer or mobile device, you communicate with us electronically.

We may communicate with you in various ways, such as through e-mail, text messaging via integrated chat, in-app notifications, or by posting messages and communications on the Website. Subject to any specific mandatory provisions of law, for the purposes of this agreement, you agree that all contracts, notices, disclosures and other communications that we provide to you electronically satisfy the written form requirement, where required by law.

## LICENCE FOR ACCESS TO TETRASTORE SERVICES

Provided that you comply with these General Terms of Use and whether you have restricted free access or pay any applicable fees, TETRASTORE or its content providers grant you a limited, non-exclusive, non-transferable and non-sublicensable license to access and make personal, non-commercial use of the TETRASTORE Services. This license does not include any right of resale or commercial use of the TETRASTORE Services or its contents, nor does it include the right to collect and use product listings, descriptions, or prices, make derivative use of the TETRASTORE Services or its contents, make any downloads or copies of account information for the benefit of another reseller, or use data mining, robots, or similar data acquisition and extraction devices. All rights not expressly granted by these Terms of Use remain with TETRASTORE or its licensors, suppliers, publishers, owners or other service providers.

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settings, or format) of TETRASTORE without our express written consent. You may not use any meta tags or any other "hidden text" using TETRASTORE's name or trademarks without our express written consent. You must not make improper use of the TETRASTORE Services. You may use the TETRASTORE Services only to the extent permitted by law. Violation of these Terms of Use or the Terms of Service will result in revocation of the authorization or license issued by TETRASTORE.

## **YOUR ACCOUNT**

If you use the TETRASTORE Services, you must keep your account and password confidential and control access to your computer and devices. To the extent permitted by applicable law, you agree to be held liable for all activities that occur under your account and password. You undertake to take all necessary precautions to ensure that your password remains secure and confidential and you undertake to inform us immediately if you have reason to believe that any third party has knowledge of your password, or if your password is, or is likely to be, used in an unauthorised way. You are responsible for ensuring that the information you provide is always correct, complete and up-to-date. You will be able to access your information from the user panel of the e-Procurement section of the website.

In particular, the company admin user is also responsible for keeping all company data and other users' roles up to date.

You shall not use the TETRASTORE Services: in any manner that causes, or is likely to cause, interruptions, damage, or malfunctions to the TETRASTORE Services and its functionality, or for fraudulent purposes, or otherwise to commit unlawful activity, or to cause annoyance, harm, or concern.

We reserve the right to deny access to the Site and/or the TETRASTORE Services, to suspend or terminate an account, to remove or edit the content on the Website at our discretion, in the event of a violation of applicable law, these Terms of Use or applicable guidelines or policies.

## **COMMENTS, COMMUNICATIONS AND OTHER CONTENT**

When using the internal chat, you can post comments, communications and submit suggestions, questions or other information, provided that the content is not illegal (i.e., obscene, abusive, intimidating, defamatory, does not violate privacy, intellectual property rights or is otherwise offensive to TETRASTORE and/or third parties or deplorable and is not or does not contain viruses, political propaganda, commercial solicitation, chain letters, mass e-mail or any other form of spamming). You may not use a false e-mail address, pretend to be another person or entity, or otherwise lie about other content. We reserve the right to remove or edit such content. If you believe that any content used as part of the TETRASTORE Services contains a defamatory statement or that your intellectual property rights have been infringed by any comment or information on the Website or used as part of the TETRASTORE Services, please notify us promptly by e-mail: [admin@tetrastore.com](mailto:admin@tetrastore.com).

If you decide to publish your products and related content created by you for display on the Website (including images, drawings, 3D models, text, links to videos or websites, hereinafter jointly referred to as "content"), you grant TETRASTORE a non-exclusive, royalty-free license to use, reproduce, publish, make available, translate and modify this content throughout the world (including the right to sublicense to third parties) and the right to use the name you use in connection with such content. You may delete, update or deactivate your content by precluding its display.

You represent and warrant that you personally, or otherwise, own or otherwise control all of the rights to the content of what you post; that, as of the date the content or material is posted: the content and material is accurate and relevant; the use of the content and material you provide does not conflict with any of TETRASTORE's applicable policies and guidelines and that such use does not cause injury to any third party. You further agree to indemnify and hold TETRASTORE harmless from any legal action taken by a third party against TETRASTORE arising out of or in any way related to the content and materials you provide.

## **BRANDS**

The graphics, logos, page headers, icon buttons and service marks included in or made available through the TETRASTORE Services are trademarks or service marks of TETRASTORE. TETRASTORE's trademarks and service marks may not be used in connection with any product or service that does not belong to TETRASTORE, in any way that is likely to confuse customers, or in any manner that disparages or discredits TETRASTORE. All other trademarks not owned by TETRASTORE that appear on any of the TETRASTORE Services (e.g., banners) are their respective owners' property, who may or may not be related to, connected with, or sponsored by TETRASTORE.

## **COPYRIGHT AND DATABASE RIGHTS**

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## **INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS**

TETRASTORE respects the intellectual property rights of third parties. If you believe that your intellectual property rights have been used in a way that could lead to possible infringement, please report it to: [admin@tetrastore.com](mailto:admin@tetrastore.com). You may report an alleged violation of all intellectual property rights, including but not limited to copyright, trademark, design and patent rights.

Once we receive a report, we may take various actions. For example, we may remove information or terminate an account in the event of repeated infringement if the conditions are met. All such actions are taken without admission of liability and without prejudice to any of our rights, remedies or defences, which we expressly reserve. This includes notifying those involved in the preparation of the allegedly unlawful content. You agree to indemnify TETRASTORE against any third-party action against TETRASTORE arising out of or connected with the submission of a report.

## **THIRD-PARTY ACTIVITIES**

Parties other than TETRASTORE provide services or offer product lines on this Website. Moreover, we provide links to the websites of companies (Manufacturers and Retailers). Although we verify the companies that register on our service, we are not responsible for the control or assessment of these traders or entities or the content of their websites, nor do we offer any guarantee on the validity of their products or the correctness of the data entered. TETRASTORE cannot in any way be held liable for the actions, products and contents of any of these entities or any third party.

## **APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions of Use shall be governed by and construed in accordance with the laws of ITALY. The Court of Modena has exclusive jurisdiction over any disputes in relation to these General Conditions of Use. If you wish to inform us of a problem, you can contact us by sending an e-mail to [admin@tetrastore.com](mailto:admin@tetrastore.com).

## **CHANGES TO THE SERVICE OR VARIATIONS IN CONDITIONS**

We reserve the right to modify the TETRASTORE Services, policies, and these General Terms and Conditions of Use at any time to offer new products or services or to comply with legal and regulatory requirements. You will be subject to the policies and terms of the General Terms of Use in effect at the time you use the TETRASTORE Services. If any provision of these terms is held to be invalid, void or for any reason unenforceable, such provision shall not affect the validity and enforceability of the remaining provisions.

## **DISCLAIMER**

If you breach these General Terms and Conditions of Use, our if we do not exercise our right to take action against you, this does not constitute a waiver of our right to take action for a breach of your obligations.

## **MINORS**

Due to our registration procedures, minors or persons who do not belong to registered companies are not allowed access.

## TERMS FOR TETRASTORE SOFTWARE

In addition to these Terms of Use, the software (including any updates/upgrades and related documentation) that we make available to you from time to time in connection with the TETRASTORE Services is subject to the terms listed below.

**Use of the TETRASTORE software.**

You may use the TETRASTORE Software only to use the TETRASTORE Services within the limits of the General Terms of Use, these Additional Terms for the TETRASTORE Software, and the Terms of Service.

You may not incorporate any portion of the TETRASTORE Software into your programs or compile parts thereof in combination with your programs, transfer the TETRASTORE Software for use in connection with any other service, or sell, rent or lease, distribute or sublicense, or otherwise assign any TETRASTORE Software rights in whole or in part.

You may not use the TETRASTORE Software for any unlawful purpose. We may discontinue providing the TETRASTORE Software and may revoke your right to use the TETRASTORE Software at any time. Your right to use the TETRASTORE Software will be automatically terminated, without prior notice from us, in the event of your failure to comply with the provisions of these Additional Terms for the TETRASTORE Software, the General Terms of Use or the Terms of Service. The TETRASTORE Software may be subject to additional third party terms and conditions contained in or distributed with certain TETRASTORE Software (or software incorporated into the TETRASTORE Software) outlined in the applicable documentation. Such provisions shall prevail in case of conflict with the General Conditions of Use. The software used in the TETRASTORE Services is the property of TETRAPOWER or its software suppliers and is protected by Italian and international copyright laws.

**Use of Third Party Services.** When you use the TETRASTORE Software, you may also use third parties' services, such as providers of a wireless service or mobile phone platform. Your use of services provided by third parties may be subject to the policies, terms of use, and fees of those parties.

**Prohibition of "reverse engineering".** You may not copy, modify, reverse engineer, decompile or disassemble or otherwise work on the TETRASTORE Software in whole or in part or create derivative works from or of the TETRASTORE Software, nor encourage, assist or abet others to do so.

**Updates.** We may provide automatic or manual updates at any time without prior notice to keep the TETRASTORE Software up-to-date.