

Vaia Srl is the owner of this website.

Vaia invites you to read through the following legal notes governing the access, browsing and use of web pages that can be consulted starting from the home page, which corresponds to the URL address: <http://www.vaiawood.eu>.

The User declares to have read and accepted these notes and / or any other note, legal notice, policy or disclaimer published anywhere on the web portal, starting from the Privacy and Cookies policies.

The authentic language of the site's content is Italian.

The site also has an English version.

With regard to texts in languages other than Italian, no guarantee or responsibility is accepted regarding the correctness of any translation and / or the total correspondence of the contents published in other languages contained on the site.

This site promotes and provides information about the projects carried out by Vaia Srl and about the pursued objectives, and it offers the possibility of purchasing the Vaia Cube product, an object with an innovative design, unique insofar as it is handcrafted from recycled wood, a matchless raw material sculpted to serve as a smartphone stand and natural sound box, thanks to the resonance properties of spruce wood.

MANDATORY GENERAL INFORMATION

The present site is published by Vaia srl, headquartered at 38051 Borgo Valsugana (TN) Via the Puisle, 23, in the person of the legal representative, Cod. Ateco: 479110, tel. 0461.842063 mobile 340.7730126 - 340.8972281 e-mail info@vaiawood.eu, PEC vaiasrl@pec.it.

Vaia is responsible for the publication and the technical application characteristics of the site , except for the limits laid down in these notes .

The hosting of the Portal resides at Aruba.

You will find all information about the place of processing and about the technical and legal guarantees provided by Aruba in a specific Privacy Policy section.

USE OF SERVICES AND INFORMATION.

The site is navigable, in principle and subject to force majeure, continuously, 24 hours a day seven days a week. However, it is not excluded that it may occasionally be partially or totally off-line for maintenance or for other purposes, without this temporary or prolonged suspension being in any way a fault attributable to Vaia.

The information available on the Portal is available free of charge.

The site also presents an e-commerce section, where the User can purchase the Vaia product (or others possibly included in the catalog).

The information contained in the site is purely informative and does not constitute a contract proposal or a public offer pursuant to art. 1336 of the Italian Civil Code of the described services, nor can they be considered binding for any transaction or business relationship, except for the section of e-commerce which constitutes an invitation to purchase.

Vaia has made sure to clearly distinguish the phase of mere request for information from that of purchase, which will take place only online, according to the procedure better explained in the document Terms and conditions of purchase which regulates the methods of purchasing the products shown on the site, via the e-commerce platform.

Vaia has ensured that the purchase procedure complies with the provisions of Legislative Decree 205/2006 (Consumer Code) concerning distance and off-premises contracts, which are applicable to negotiations carried out at the user's home or with computer or telematic techniques, in order to guarantee the potential buyer an informed choice.

The site, except for the specific e-commerce section, is not subjectable to the provisions of the art. 12 and 13 of Legislative Decree 70/2003 and, in any case, although it has promotional content, it does not carry out misleading or comparative advertising and, in any case, it does not provide messages that differ from the rules on commercial information pursuant to Legislative Decree 70/2003.

The site has a specific "Become a partner" section, where it is possible to propose your own application or to request information about the opportunities to collaborate with Vaia, such as, for example, authorised reseller, distributor, business promoter etc ...

This section is a mere utility for users (potential partners) who, in entering data, assume all responsibility for their accuracy and congruity, as well as for any declaration of intent contained therein.

Even in the case of announcements, the "Become a partner" section only serves as a contact between the potential partner and Vaia and does not constitute a job offer or professional recruitment, nor specifically a B2B platform.

Vaia will conduct the selection of its collaborators and will establish the possible professional relationship always and only according to the modalities that are established by its own company procedure

In the sections "Contacts" or "Enter the Community / Newsletters", by using the appropriate form, it is possible to send a message to the company, following which the user will be contacted by Vaia, by telephone or by e-mail at the addresses indicated in the contact form or in the opt in alternative to receive newsletters or invitations to events, initiatives etc ...

In no case are the application form, the request for contacts or information or the registration to events, binding to the end of a future purchase contract.

At any time until the signing of the contractual forms, the user can freely evaluate the services and products offered to him, without incurring in any obligation to purchase.

All rights to electronic databases that may be present and accessible on the site are reserved. Unless otherwise specified, their extraction, reproduction and any other use is prohibited, within the limits of the provisions of articles 64-quinquies and 64-sexies of the Law of 22 April 1941, n. 633 and subsequent amendments and additions. On this point, please note that pursuant to article 102-ter of the aforementioned law, the legitimate user of the electronic database made available to the public cannot harm the owner of the copyright or any other related right to works or services contained in this database. Furthermore, the legitimate user of a database made available in any way to the public cannot carry out operations that are in contrast with the normal management of the database or that cause an unjustified prejudice to the maker of the database. Activities for the extraction or re-utilization of non-substantial parts, evaluated in qualitative and quantitative terms, of the contents of the database carried out by the data subject for any purpose are not subject to the authorisation of the maker of the database that has made it available to the public.

WARRANTIES AND LIABILITIES.

Within the limits permitted by applicable law, users acknowledge that the use of the site is at their own exclusive risk. The website is provided "as it is" and "as available".

Vaia – while submitting its site to periodical updates and while taking the utmost care in preparing contents and complete pre-contractual information – does not give any guarantee on the results that are expected, desired or obtained through the use of the Portal, nor as to the accuracy, timeliness or update of an information therein available.

Within the limits set by article 1229 of the Italian Civil Code, users declare and guarantee to hold Vaia, its representatives, as well as any employees, collaborators, associates as well as its partners harmless from any obligation to pay compensation, including legal expenses, which may originate at their expense in relation to the use of the leaflet.

If the applicable legislation does not allow an exemption from liability, the responsibility of Vaia must in any case be limited to the extent that the law allows.

Vaia disclaims any responsibility for any claims made by users regarding the impossibility of using the site and / or services for any reason. Vaia shall not be deemed to be in breach of its obligations nor be liable for damages, claims or losses, direct or indirect, deriving to users for the failed and / or defective operation of the electronic equipment of the users themselves or of third parties, including Internet Service Providers, of telephone and / or telematic connections not managed directly by Vaia or by persons to whom it must respond, as well as by actions of other users or other persons having access to the network.

Furthermore, Vaia assumes no responsibility for inaccuracies, graphic errors, explicit or implicit guarantees on information, content and software, the merchantability and the fitness for specific purposes of the data, goods and services communicated through its website.

SHARING OF CONTENTS – CONTACT METHODS

The site presents a blog with periodic updates and with the possibility of inserting comments.

It is also possible to send comments and reviews through dedicated social channels, posting comments, proposals or other.

In these circumstances and / or in the hypothesis in which, subsequently, Vaia created a virtual meeting space (chat between Users) or forum , which allows them to comment or share contents, it is reminded that the User will be fully responsible for the truthfulness of their personal details (where indicated) or the attribution to them of the chosen nickname, as well as for published contents, regardless of their format and / or support (video, audio, photos, texts, etc.). While it has no responsibility in this regard nor any verification burden, Vaia reserves itself the right not to publish, at its sole discretion, material of pornographic, pedophile, obscene, immoral content, as well as material that is contrary to morality, incites racial or political hatred or, for whatever reason, that does not conform to the law, ethics or privacy of individuals and institutions, as well as it does not conform to the purposes of the present site .

To contact the Company and request information, Vaia provides its contact details. Users are encouraged to use such addresses solely for lawful purposes related to the professional services performed by Vaia or to obtain information from it, undertaking in particular to: 1) not upload, publish, send privately or otherwise transmit or distribute contents that are illicit, harmful, threatening, abusive, harassing, defamatory and / or libellous, vulgar, obscene, damaging to the privacy of others, racist, classist or otherwise reprehensible; 2) misrepresent his/her identity or otherwise lie about the User's profession, interest or his/her relations with other subjects, being them Vaia partners, customers, employees or else; 3) upload, publish, send privately or otherwise transmit or distribute content that he/her has not the right to transmit or disseminate by virtue of a provision of law, contract or because of a fiduciary relationship (for example confidential information, confidential information learned by virtue of an employment relationship or protected by a confidentiality agreement); 4) upload, publish, send privately or in some other way transmit or distribute a content that involves the violation of patents, trademarks, secrets, copyrights or other industrial and / or intellectual property rights of third parties; 5) upload, publish, send privately or otherwise transmit or disseminate advertising, promotional material, "junk mail", "spam", S. Antonio chains, pyramids, or any other form of unauthorised or unsolicited solicitation; 6) upload, post, send privately or otherwise transmit or disseminate any material that contains viruses or other codes, files or programs created to interrupt, destroy or limit the functioning of software, hardware or telecommunications equipment of Vaia or third party; 7) intentionally or unintentionally violate any applicable law or regulation, including the legislation on privacy or unfair competition etc ...

Vaia offers the possibility, through its website, to stay updated about events or initiatives, as well as to receive periodic newsletters or become part of the community.

Vaia states that joining the community represents only an expression of interest and sharing of the handled themes, with particular reference to environmental protection, but does not in any way constitute membership of associations, parties, movements or any other organised or recognised form of association.

Due to the generic scope of the law, this website is similar to a printed one and therefore the provisions contained in art. 2 of the Law of 8 February 1948, n. 47 apply, relating to the "Mandatory information on

the printed matter", i.e. of the place and year of publication, name and domicile of the printer and publisher. In particular, the place is where our Vaia company resides , the particulars of the printer coincide with those of the hosting service (Aruba) and the name and domicile of the publisher is, essentially, that of Vaia , as owner of the website.

INTELLECTUAL PROPERTY RIGHTS

This website, considered in its entirety, as well as all the material contained herein is protected by copyright and by other intellectual property rights. The user is aware that with the wording of 'website' and 'contents', Vaia intends to refer to any content and technical-IT element on which it is based, including, by way of example but not exhaustively, the software that allows its operation and the relative codes, electronic databases, texts, photographs, animations, audio and video files regardless of their format, reproductions of trademarks, logos, etc. adopted technical solutions, graphic achievements, the structure and any other part already realised or to be realised, virtual animations, multimedia and / or hypertextual elements, regardless of their format, the supports that contain them, their extension (by way of example and not exhaustive: mp3, wav, jpg, mpeg, gif, doc, etc.), size, versions in use, and techniques used for their distribution and / or transmission.

No content coming from the site can be copied, reproduced, published, downloaded, returned, transmitted or distributed in any way, with the exception of a single copy, on a single computer, reserved for the exclusive and personal use of the person who proceeded to the same copy. It is absolutely forbidden to reproduce legal content (Privacy Policy, Legal Disclaimer) having been supplied to Vaia under agreements for legal consultancy, onerous and not transferable to third parties. Any violation will be prosecuted by law.

The Vaia logo and the corresponding site's logo, as well as all logos and trademarks shown (such as those eventually found in the "Partners" section) graphics, images and materials in this site are subject to the regulations on copyright; it is therefore strictly forbidden to reproduce even partially every element of the pages in question. Names, registered trademarks and logos eventually present on this site cannot be used for any form of advertising or otherwise to indicate sponsorship, patronage or affiliation to products or services without prior written authorisation from the company that holds the rights. Anyone wishing to use elements owned by Vaia can request the company that owns the rights to regulate the procedures for issuing a user license.

The photographic material published, where not realised directly by Vaia or by the professionals it collaborates with, was purchased from the Shutterstock portal or acquired free through Pixabay.

The video material was entirely shot by videomakers who work with Vaia, based on a license agreement with them.

The archive images about the storm called "Vaia" that hit the Val di Fiemme and large areas of Trentino Alto Adige in October 2108 were taken from You Tube, for information purposes only.

Vaia has observed the broader protections not to infringe the rights of others author. Nevertheless, Vaia remains available to assess any claims and / or claims of others regarding the ownership of the published material's intellectual property rights.

LINKS FROM AND TO EXTERNAL SITES

The present site does not contain external links which provide direct access to other Internet sites, except for the link to its Facebook, Twitter, LinkedIn, Instagram and Google Plus pages.

Vaia does not exercise any type of editorial control over the aforementioned external sites and consequently assumes no responsibility for the availability of such sites, their content, advertising and the products and / or services available on or starting from such sites; Vaia does not provide recommendations (explicit or implicit) about sites, goods, services or third-party advertisements linked to this site.

Furthermore, Vaia reminds the User that Facebook, Twitter, LinkedIn etc are subject to foreign legislation.

Accessing, browsing, updating content, posts or other in the same sites implies the acceptance of data transfer in these countries, according to the provisions of the GDPR and in particular with the guarantee provided by the Privacy Shield.

Nevertheless, these sites may have different privacy settings or technical guarantees than those adopted by Vaia, and different policies and guarantees.

Vaia will in no way be liable for any direct or indirect damages that could be caused by the Internet user's access to the site presented on social networks and / or third parties and by the use of the contents and services of this site by the User, except as expressly provided for by the Owner .

Vaia warns you that once you leave the site, you are no longer bound by the obligations expressed by this privacy policy, but by that of the external site you are visiting.

You are allowed to place on your own website hyperlinks to the Vaia homepage, as long as it has been previously authorised by Vaia itself and in any case provided that the site does not contain topics, names, materials or information containing immoral, violent, pornographic or pedophile, denigrating, offensive, obscene, inappropriate or illegal content, or which does not respect the dignity of the individual or that is intended to show or sell objects, substances and / or prohibited or illicit works, or that contemplates content that is detrimental to copyright or proprietary rights or otherwise, or in any case that are not in line with the vision of this portal and with the Vaia Code of Ethics .

It is forbidden to insert hyperlinks that lead to pages other than the homepage of the site, unless otherwise authorised.

It is also not allowed to bring any web page of this site into a frameset.

The existence of a hypertext link coming from a third site and directed to this site does not imply in any case a collaboration between Vaia and this site, unless it is expressly stated .

ADOPTION OF SAFETY MEASURES

Vaia constantly submits its website to check the security status against the risk of intrusions, damages or other computer-related violations, respecting international systems security standards and recommendations for the adoption of adequate security measures pursuant to Legislative Decree 196/2003 as innovated by Legislative Decree 101/2018, in compliance with EU Reg. 2016/679 .

Nevertheless, Vaia cannot provide any guarantee as to the compatibility of this site's content with the user's technical equipment and / or computer system, nor as of the absence of errors or viruses, worms, bugs and "Trojan horses", on this site or the server that hosts it and is not liable for any damage suffered as a result of these harmful factors.

IP ADDRESSES / STATISTICS

Vaia warns that all IP addresses are registered on the web server whenever information is requested from the site. These addresses can be used by Vaia for statistical purposes to determine the speed of access to the pages. This information will help Vaia develop the site and its services based on the specific requirements identified. All information will be treated with the utmost confidentiality, in full compliance with the legislation on privacy. For more information about compliance by Vaia of the regulation set forth in the EU Reg. 2016/679, the User is invited to consult the "[Privacy Policy](#)" and "[Cookies Policy](#)" pages, the contents of which reference is made.

SITE OPTIMIZATION

The site is optimised for navigation with all the main browsers (Firefox, Chrome, Safari etc) both on mobile and desktop devices.

CHANGES , APPLICABLE LAW AND JURISDICTION.

Vaia reserves the right to make changes to the site and to the present Legal Disclaimer at any time. The user must always refer, as current version, to the text of the Legal Disclaimers published at the time of consultation.

The Legal Disclaimers and the relationships between Vaia and the users of the site have been prepared and are regulated by Italian laws. All possible disputes between Vaia and users connected or connected to the use of the site , regardless of the location of the servers, are reserved to the Italian jurisdiction, within the limits set by art 5.1 of the 1980 Rome Convention and by articles 14 and 15 of the Brussels Convention and, where applicable, of the provisions of Regulation (EC) n. 44/2001 of the Council of 22 December 2000.

In the first quarter of 2016, the European Commission made available a platform for online dispute resolution (called the ODR platform). The ODR platform has the purpose of facilitating the settlement solution, alternative to a judgment, of online disputes concerning contractual obligations deriving from sales contracts or online services. The platform can be reached at this link: <http://ec.europa.eu/consumers/odr>.

Insofar as certain provisions of the Legal Disclaimer should be considered invalid or inapplicable, the same will still be interpreted as to represent the common intentions of Vaia and of users, in accordance with the remaining provisions of the Legal Disclaimer.

The failure on the part of Vaia to exercise the rights and provisions foreseen in the Legal Disclaimer does not constitute a waiver thereof, unless a written declaration has been issued by Vaia.