

General Terms and Conditions of Purchase

Art. 1

For the purposes of present General Conditions, is:

- “**Consumer**”: any natural person who is acting for purposes which are outside his trade, business or profession;
- “**Professional**”: any natural or legal person who is acting for purposes and making a purchase related to his trade, business or profession;
- “**Client**”: Professional or Consumer who bought the on-line training course, according to the present general conditions of contract and purchase proposal;
- “**Producer**”: the legal person University of Rome Unitelma Sapienza (in brief UNITELMA SAPIENZA) who delivers the training service, identified by placing his name, trade mark or other distinguishing mark;
- “**Product**”: the on-line training course;
- “**Distance contract**”: the contract settled between the Producer and the Client, without the simultaneous physical presence of the parties, through the exclusive use of one or more means of distance communication;
- “**Course description**”, the descriptive references, available on the site, presenting the main characteristics of the product, the identity of the Producer, the price and method of payment , in accordance with the provisions of article 7 of Legislative Decree 70/2003 and article 49 of Legislative Decree no. 206/2005
- “**Site**”: the Internet site <https://www.international.unitelmasapienza.it>, sole property of the UNITELMA SAPIENZA;
- “**E-learning platform**”, the electronic environment in which the on-line training courses are delivered by UNITELMA SAPIENZA, at <http://elearning.unitelma.it>.

Art. 2 - Subject

2.1. These general conditions of contracts are referred to the distance contract for the delivery of e-learning training courses by University of Rome Unitelma Sapienza (UNITELMA), headquartered in Viale Regina Elena , 295-00161 Rome - CF /PI 08134851008.

Art. 3 - Pre-conditions

3.1. The Client, prior to purchase *on-line* a Product:

- a. claims to have read the "Course description";
- b. expressly authorizes UNITELMA SAPIENZA to use his e-mail for all the activities related to the conclusion and execution of the distance contract and for sending any information about the e-learning training offer;
- c. is bound to show, by *point and click*, his consent to these general conditions of contracts, that are assumed as recognized and approved in accordance with artt. 1341 and 1342,
- d. declares to be aware the provisions of the privacy policy, the conditions of use of the Site and the registration procedures
- e. declares to be aware the hardware and software requirement (personal computer, browser, etc.), necessary to support the delivery of on-line training courses. The Client committed itself to update its hardware and/or software system to the technical requirements defined in <https://www.international.unitelmasapienza.it/technical-requirements> web page, even if updates and/or implementations concern E-learning platform.
- a. acknowledges that UNITELMA SAPIENZA holds the exclusive property and the rights of distribution, exclusive use and copyrights of the Site: in particular, all images, text and information and/or teaching content present on the Site and on the E-learning platform.
- b. declares to be aware that the distance contract is governed by Italian law.

3.2 . Furthermore, the Client must complete the registration procedure, after which he will receive a confirmation e-mail, containing a link to verify and activate his account

Art. 4 – Contract conclusion

4.1. Pursuant to and by effect of art. 1326 cc, the distance contract is concluded when the Producer accepts the purchase proposal sent by the Client through the Site.

4.2. The purchase procedure starts through the "Buy" button and will be completed with receiving payment of the price, made through one of the method allowed.

4.3. After the end of purchase procedure, the Client receives a confirmation email. The purchased courses are showed on the Site page “My courses” and the Client will have access to them through the E-learning platform.

4.4. By reason of the contract conclusion, the Client is the holder of an individual, exclusive and non-transferable right to use the UNITELMA SAPIENZA learning platform <http://elearning.unitelma.it>, for the use of the purchased products.

4.5. If certain subjective requirements of the Client are expressly expected and demanded by Course description, the purchase procedure will be completed only after the receipt by UNITELMA SAPIENZA of the relevant qualifications and/or certificates.

Art. 5 - Service delivery

5.1. The Producer will supply the on-line use of purchased products, according to the procedures and the credentials provided, within 2 hours of the end of purchase procedure.

5.2. In the event that the delivery of services, due to organizational or logistical reasons, requires greater time than 2 hours, the Producer has the right to communicate it to the Client.

5.3. The Producer, except in cases of *force majeure*, shall be entitled to suspend and/or terminate the service delivery, providing immediate notification via web or by any other means, if arise:

- a. compelling reasons to fear the occurrence of security problems and/or privacy violation;
- b. necessity/opportunity to improve the access procedure to and/or the use of on-line training courses, in order to increase their efficiency.

5.4 The Client shall use the Product for the validity period stated in Course description. After this period, his account's remain active, but it will be denied to the Client the access to E-learning platform.

Article 6 - Producer's guarantees and liabilities

6.1. The Producer withholding any responsibility or guarantee in relation to the contents or materials texts, images, and information provided to the Client and/or contained on the UNITELMA SAPIENZA Site and E-learning platform.

6.2. With the sole exclusion of Producer's willful misconduct or gross negligence, the Client expressly relieves the Producer from any, direct or indirect, liability:

- a. for damages that Client or third party may suffer in connection with or in dependence of on-line service delivery, or after any interruption of E-learning platform and the related operating system and/ or content management software;
- b. for damages that client or third parties can suffer for the failure of connectivity by telecommunications operator, or for the Client's use of a connectivity (no ADSL) not compatible with the service;
- c. for damages that Client may suffer for the on-line training course inability of use, due to the lack of minimum system requirements or defect of their update, as provided under art. 3.1., let. e), whose verification is Client's sole responsibility;
- d. for damaged caused by third parties who illegally access to the on-line training course, for Client's lack in the credentials safekeeping or other security measures.

6.3. The Producer shall have no liability:

- a. for the failure of service arising from malfunctions, overloads, interruptions of telephone and electricity lines or related to the Internet;
- b. for breach by third parties which affects the use of the service, including, for instance, the slow speed or failure of telephone lines and computers that manage telematics data between the Client and the E-learning platform;
- c. for any fraudulent and/or unlawful use of credit card by the Client.

6.4. The Producer shall have no liability for breach of the contract arising from objective impediments that fall outside his direct and immediate control, or due to *force majeure*. The Producer has to inform Clients upon the occurrence of any of the aforementioned events, along with the forecast of service reactivation, through the Site.

6.5. The Producer, finally, shall have no liability for products erroneously purchased by the Client, which cannot claim any refund.

Art. 7 - Duties and responsibilities of the Client

7.1. To the Client-Consumer or Client-Professional it is forbidden from entering, in the purchase procedure and in the following additional communications related to the execution of the distance contract, false and/or fantasy data, or data that it cannot freely and legitimately have. He also ensure that such information do not break, directly or indirectly, any third party rights

7.2. The Client is obliged to indemnify the Producer from any liability arising from undue and/or unlawful entry of personal, tax and accounting data, even for clerical error.

7.3. The Client shall pay the product's total price as shown on purchase proposal. UNITELMA SAPIENZA only accepts the payments made through the means indicated on the specific page of the website.

7.4. The use for commercial purposes, the partial or total reproduction, the reworking and/or transmission in any form and under any condition, of images, texts, videos and contents present on the Site and on E-learning platform is forbidden to the Client, without the prior written permission of the Producer.

7.5. The Client is responsible for the secrecy of the credentials assigned and he is not allowed to show and/or distribute it, in any form, to third parties. The Client must ensure that no third party shall have access to the contents of on-line training course, refraining from any act that brakes UNITELMA SAPIENZA's copyright or exclusive distribution and property rights.

7.6. The Client shall indemnify and hold harmless the Producer from any claim of third parties.

7.7. The Client shall forward to UNITELMA SAPIENZA all qualifications and/or certificates attesting subjective requirements, as provided by art. 4.5, that may be required by Course Description, according to the sending procedures provided therein. The Client, approving the present General conditions of contract, agrees that the Producer may verify the truthfulness and accuracy of the documentation forwarded.

Art. 8 - Conditions of withdrawal

8.1. The Client-Consumer expressly agree to lose every right to withdraw from this distance contract, being applicable exceptions provided by Art. 59, c.1 letter. a) and o) of Legislative Decree 206 of 6 September 2005 (Consumer Code) and related to the delivery of educational content through digital media and without material support.

Art. 9 - Termination of the contract

9.1. All the above-mentioned obligations assumed by the Client, as well as successful payment, are essential and relevant. The Client's non-compliance to only one of them will lead to termination of the distance contract.

Art. 10 - Applicable law

10.1. The distance contract subscribed between the Producer and the Client shall be governed by and interpreted in accordance with Italian law.

Art. 11 - Conciliation

11.1. Any dispute arising between the parties regarding the interpretation, application and/or execution of the contract will be solved through a mandatory attempt at conciliation, even in the form of Legislative Decree n. 28/2010.

Art. 12 – Jurisdiction

12.1. If the attempt at conciliation were to fail, the exclusive jurisdiction for the dispute mentioned by art. 11: a) is that of the consumer's place of residence or domicile, in case of Client-Consumer; b) is the Court of Rome, in case of Client-Professional.

Art. 13 - Final clauses

13.1. For anything not expressly provided by the present, reference is made to the Italian civil code and other relevant and applicable regulations, in particular, copyright and industrial patents current legislations.

Agreed and accepted

UNFAIR TERMS

Pursuant to and by effect of art . 1341 and 1342 of the Civil Code, the Client declares to have read and to accept the clauses of articles 3- Pre-conditions, 5- Service delivery, 6- Producer's guarantees and liabilities, 7 - Duties and responsibilities of the Client, 9- Termination of the contract, 10 - Applicable law, 11 – Conciliation, 12 – Jurisdiction

Agreed and accepted