

Terms and Conditions

This document contains the general terms and conditions on the basis of which the use of the application Business assistance and corporate accounting that provides Riconciliazione Bancaria contabile is offered by the Owner

1. Definitions

To allow a complete understanding and acceptance of these terms and conditions, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Owner:** **FGJ CONSULTING SRL**, VAT number/Tax code R00NRCJ 16/2493/2023 , CUI: 4896681, fully paid-up share capital of 10.000,00 €, certified e-mail address (PEC) info@fgjconsulting.com
- **Application:** the application Business assistance and corporate accounting
- **Products:**
 - services sold by the Owner
- **User:** any person who accesses and uses the Application
- **Professional User:** the natural person of legal age or legal person who enters into a contract for the performance or for the needs of his trade, business or profession
- **Content:** any textual or multimedia element in the Application, by way of example announcements, insertions, reviews, images, etc.
- **Conditions:** this contract which governs the relationship between the Owner and the Users as well as the sale of the Products offered by the Owner through the Application.

2. Detailed information on the Application's offer

The Application provides Users Sistema che elabora dati contabili con automatizzazione dei movimenti bancari in prima nota - inserimento manuale fatture di acquisto e vendita - inserimento costi dei salari - elaborazione conto economico - elaborazione stato patrimoniale dell'azienda - registri libro giornale - aggiunta e gestione conti correnti illimitati - liquidazione e registro iva - calcolo delle imposte - schede liquidazione clienti e fornitori - gestione dei beni in ammortamento - assistenza legale - studio e pianificazione Marketing .

3. Scope of the Conditions

The use of the Application implies full acceptance of the Conditions by the User. Should the User not accept the Conditions and / or any other note, legal notice, information published or referred to therein, the User shall not use the Application or the services related.

The Owner may amend the Conditions at any time.

The applicable Conditions are those in force on the date of transmission of the purchase order of a Product.

Before using the Application, the User is required to read the Conditions carefully save or print them for future reference.

The Owner reserves the right to change, at his own discretion and at any time, even after the User has registered, the graphic interface of the Application, the Contents and their organisation, as well as any other feature that characterises the functionality and management of the Application, communicating to the User the relative instructions, when necessary.

4. Purchase through the Application

All Products offered through the Application are described in detail in the relevant product pages (quality, features, availability, price, supply and execution times, accessory charges, etc.). Some errors, inaccuracies or small differences between what is published in the Application and the Product may occur. Furthermore, the images of the Products shall be considered as a mere representation and do not constitute a contractual element.

Purchases of one or more Products through the Application are permitted to Professional Users.

Purchases requests are permitted only to natural persons of legal age. For minors, any purchase of Products through the Application shall be examined and authorised by the parents or those exercising parental authority.

The offer of Products through the Application shall be deemed as an invitation to prepare an offer and the order sent by the User as contractual purchase proposal, subject to the confirmation and / or the acceptance of the Owner as described below. Therefore, the Owner has the right to accept or refuse the User's order or delivery request at its discretion. Accordingly, the User is not entitled to complain about the Owner's decision for any reason.

The contract of sale of the Products is deemed to be concluded with the Owner's acceptance of the User's contractual purchase proposal or delivery request. The Owner shall inform the User of the acceptance by sending an order confirmation to the e-mail address indicated by the User. The confirmation shall contain the date of the order, User's data, the characteristics of the Product and the information on its availability, the price or the manner in which the price is to be calculated, further charges and / or taxes,

if any, supply and execution times, the procedures for exercising the right to withdrawal or its possible exclusion and the guarantee.

The contract of sale of the Products is not effective between the parties in absence of what is indicated in the preceding paragraph.

In the event that the Product is not available, the Owner shall inform the User the new terms of delivery and ask if the User intends to confirm the order. It is understood that the contract shall be deemed as concluded only with reference to the Products accepted by the Owner.

The User shall verify the correctness of the data reported in the order confirmation and immediately notify the Owner of any errors. The User shall keep a copy of the order, of the confirmation and of the Conditions.

5. Registration

To take advantage of the features of the Application, the User shall register and provide, truthfully and completely, all data requested in the registration form and accept the privacy policy (<https://fgiconsulting.com/>) and the Conditions.

The User has the responsibility to keep login credentials. The login credentials shall be used exclusively by the User and cannot be transferred to third parties. The User undertakes to keep them confidential and to ensure that no third party has access to them. Should the User suspect or become aware of any improper use or disclosure, he shall immediately inform the Owner.

The User guarantees that the personal information provided during the registration procedure is complete and truthful and undertakes to hold the Owner harmless from any damage, indemnity and / or penalty resulting from and / or in any way connected to the infringement by the User of the Application registration rules or the storage of the login credentials.

6. Account cancellation and closure

The registered User can interrupt the use of the Application at any time and deactivate his account or request the cancellation through the Application interface, if possible, or by sending a written communication to the e-mail address info@fgiconsulting.com.

In case of violation by the User of the Conditions or of the applicable legal provisions, the Owner reserves the right to suspend or close the User's account at any time and without notice.

7. Subscription

The Application offers subscription Products. The features and methods of subscription are detailed in the Application.

In order to subscribe, the User shall follow the procedure indicated in the Application and provide the requested information. The subscription fees, if any, shall be charged on the specified date and with the frequency indicated at the time of purchase.

8. Trial period

The User is entitled to use the Products offered by the Application for a limited trial period which, depending on the circumstances, can be free or at a discounted price.

The characteristics of the trial period are specified in the Application.

The User can withdraw from the trial at any time, without any commitment and cost, through the Application interface, if possible, or by sending a written communication to the e-mail address info@fgiconsulting.com before the period has expired, to avoid charges.

At the end of the trial period, if the User has not exercised the right to withdrawal, the subscription shall be considered automatically purchased and shall be charged for the entire fee indicated at the request of the trial period.

The Owner reserves the right to modify or terminate the trial period, at any time, without notice and in its discretion.

9. Prices and payments

For each Product the price excluding VAT, if due is indicated. If the price cannot be calculated in advance, due to the nature of the Product, the methods for calculating the price shall be indicated.

Furthermore, all possible taxes, additional costs which may vary depending on the payment method used shall be indicated. If these expense items cannot reasonably be calculated in advance, there shall be an indication of which expenses to be charged to the User.

The Owner reserves the right to change the price of the Products as well as any additional costs at any time. It is understood that price changes shall in no case affect the contracts already concluded before such change.

The User undertakes to pay the price of the Product within the times with and methods indicated in the Application and to communicate the information requested.

All communications relating to payments are made using a connection protected by an adequate security system. The Owner guarantees the storage of the payment information with an additional level of security and in compliance with legal provisions on

the protection of personal data.

10. **Billing**

The User who intended to receive the invoice for the payment shall provide the Owner with the billing information. In this case, the User declares that the information provided is true and releases the Owner from any liability in this regard.

11. **Delivery method of services**

The Owner shall provide the services to the User, in the manner and at the time indicated in the Application and detailed in the order confirmation.

In the event that it is not possible to supply the services within the aforesaid terms, the Owner shall promptly notify the User via e-mail, indicating the expected time of the delivery or the reasons that make the delivery impossible.

If the User does not intend to accept the new term or the delivery has become impossible, he can request the refund of the amount paid. The refund shall be paid promptly with payment method used for the purchase, within a maximum of 14 days from the date on which the Owner became aware of refund request.

12. **Exclusion of the right to withdrawal of Professional Users**

The Professional User is not entitled to withdraw from the contract of sale or delivery of the Products. The User expressly acknowledges that the indication in the order of a VAT identification number qualifies him as a Professional User.

13. **Content sent by the Users**

The User can upload Content on the Application, provided that it is not illegal (e.g. obscene, intimidating, defamatory, pornographic, abusive or for any reason illegal or in violation of privacy, the intellectual and / or industrial property rights of the Owner and / or third parties), misleading, or is not otherwise harmful to the Owner and / or third parties or contains viruses, political propaganda, commercial solicitation, mass e-mail or any other form of spamming. In the event of a dispute by a third party regarding any announcement or conduct related to it, the User assumes full liability and undertakes to hold the Holder harmless from any damage, loss or expense.

The User guarantees that the Contents are sent to the Application through his account from a natural person of legal age. For natural persons under legal age, the sending of Contents must be examined and authorised by the parents or by those exercising parental authority.

The User is the sole and exclusive responsible for the use of the Application with regard to the publication, consultation, management of the Content and contact between Users and is therefore the sole guarantor and responsible for the correctness, completeness and lawfulness of the Contents and its own behaviour.

It is forbidden to use an e-mail address that is not owned by the User, to use the personal data and credentials of another User in order to use his identity, or in any other way to declare false information about the origin of the Contents.

The Owner is unable to ensure timely control over the Content received and reserves the right at any time to cancel, move or modify the Content, which, at its discretion, appears to be illegal, abusive, defamatory, obscene or prejudicial to the right to author and trademarks or in any case unacceptable.

Users grant the Owner a non-exclusive right of use on the Content sent, without limitations of geographical areas. The Owner may therefore, directly or through trusted third parties, use, modify, copy, transmit, extract, publish, distribute, publicly perform, disseminate, create derivative works, host, index, store, note, encode, modify and adapt (including without limitation the right to adapt for transmission in any form of communication) in any form, any Content (including images, messages, including audio and video) that should be sent by the User, including through third parties.

The Content sent will not be returned and the Owner will not be liable towards Users for the loss, modification or destruction of the transmitted Content.

It is expressly forbidden, unless explicitly authorised by the Owner: i) the use of automatic announcement uploading systems, except those expressly authorised, ii) serial publication and / or management of advertisements for third parties by any means or method, iii) resell the Owner's services to third parties.

14. **Industrial and intellectual property rights**

All the contents of the Application, including texts, documents, trademarks, logos, images, graphics, their arrangement and their adaptations are protected by copyright and trademark legislation. The Application may also contain images, documents, logos and trademarks of third parties which have expressly authorized the Owner to be published in the Application. Except for strictly personal uses, it is not allowed to copy, alter, distribute, publish or use the Contents without the specific authorization of the Owner.

15. **Exclusion of warranty**

The Application is provided "as is" and "as available" and the Owner does not provide any explicit or implicit guarantee in relation to the Application, nor does it provide any guarantee that the Application will satisfy the needs of the Users or that it will not have never interrupt or be error-free or free of viruses or bugs.

The Owner will endeavour to ensure that the Application is available continuously 24 hours a day, but cannot in any way be held responsible if, for any reason, the Application is not accessible and / or operational at any time or for any period . Access to the Application may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to the owner's will or due to force majeure events.

16. Limitation of liability

The Owner shall not be held liable towards the User, except in the case of wilful misconduct or gross negligence, for disservices or malfunctions connected to the use of the internet outside of its own control or that of its suppliers.

Furthermore, the Owner will not be liable for damages, losses and costs incurred by the User as a result of failure to execute the contract for reasons not attributable to him, the User only having the right to a full refund of the price paid and of any additional charges incurred.

The Owner assumes no responsibility for any fraudulent or illegal use that may be made by third parties of credit cards and other means of payment, if he proves that he has taken all possible precautions according to the practice and knowledge available and to ordinary diligence.

The Owner shall not be held liable for:

- any loss of business opportunities and any other loss, even indirect, possibly suffered by the User that is not a direct result of the breach of contract by the Owner
- incorrect or unsuitable use of the Application by Users or third parties
- the issue of incorrect documents or fiscal data due to errors in the data provided by the User, the latter being the only person responsible for the correct insertion

In no case the Owner shall be held liable for a sum greater than twice the cost paid by the User.

17. Force majeure

The Owner shall not be held responsible for the failure or late fulfilment of its obligations, due to circumstances beyond its reasonable control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

The fulfilment of the obligations by the Owner shall be considered suspended for the period in which events of force majeure occur.

The Owner will perform any act in his power in order to identify solutions that allow the correct fulfilment of his obligations despite the persistence of events due to force majeure.

18. Links to third-party web sites

The Application may contain links to third-party web sites / applications. The Owner has no control over them and, therefore, is in no way responsible for the contents of these sites / applications.

Some of these links may link to third-party sites / applications that provide services through the Application. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties will be applied to the individual services, with respect to which the Owner assumes no responsibility.

19. Privacy

The protection and processing of personal data will be in accordance with the Privacy Policy which can be consulted on the page <https://fgiconsulting.com/>

20. Applicable law and jurisdiction

The Conditions are subject to Italian law.

For Users who are not Consumers, any dispute concerning the application, execution and interpretation of these Conditions will be referred to the forum of the place where the Owner is based.

Date 10/03/2024