

Terms and conditions

These General Terms of Sale govern the registration of the account on the website www.shop.arredocad.com (Website) and the purchase of any Product/Service available on the Website. These General Terms of Sale are binding for any registered user (You) and for Dinamica S.r.l., with registered office in Pesaro, Via degli Olmi, 16/4, 61122 Pesaro (PU), VAT No. IT 01353100412, registered and fully paid up capital of Euro 20.800,00.

1. SCOPE OF APPLICATION OF THE GENERAL TERMS

- 1.1 These General Terms constitute the complete and exclusive statement of the agreement drawn up between You and Dinamica S.r.l. These General Terms govern the use of the website and the purchase of “Products/Services” offered by Dinamica S.r.l on the Website.
- 1.2 By accepting these General Terms when registering your account or purchase through the website or by accessing or using the Products of Dinamica S.r.l., You confirm your acceptance of these General Terms and your agreement to be a party to this binding contract. Should You not agree, You will forfeit the right to access or use the Products of Dinamica S.r.l.
- 1.3 You shall not have the right to purchase Products on the Website if a) You do not have full legal standing (for example You do not have not sufficient legal standing) or You are not at least 18 years old, b) You are subject to legal restrictions or You are a legally incapacitated person and therefore not entitled to purchase Products according to the law of the country in which You live or from which You purchase the Products.
- 1.4 When You act as a “professional” according to the Legislative Decree, 6 September 2005 no.206 , (Italian Consumer Code), that is when You carry out your own business, commercial, handicraft or professional activities or when You carry out such activities on behalf of a third party as the intermediary of a professional, You must provide your VAT number during account registration and when purchasing products/services on the Website. By providing Your VAT number during account registration or when purchasing products/services on the Website, You agree and accept that You are automatically considered as a “Professional” by Dinamica S.r.l pursuant to the Italian Consumer Code. If You do not provide the VAT number, You are automatically considered as a “Consumer” according to the Italian Consumer Code, that is to say, as a natural person that acts for any purposes not related to business, commercial, handicraft or professional activities.
- 1.5 Any purchase of Products on the Website constitutes a separate sale contract concluded between You and Dinamica S.r.l. and is fully governed by these General Terms.

2. MODIFICATIONS TO THE GENERAL TERMS

2.1 Dinamica S.r.l., at its sole discretion, reserves the right to modify these General Terms. The most recent version of these General Terms of sale will be published on the Website. Any of the amended versions of these General Terms is valid and comes into effect as from the date of publication on the Website. It applies only to the Products on the Website after the date of publication. If You do not accept the amended version of the General Terms, You can terminate these General Terms and ask for the closure of your account on the Website. In any event You will not be able to purchase other Products on the Website. By continuing to access the Website or purchasing Products or Services on the Website, You expressly accept these General Terms, as published on the Website.

3. CREATION OF AN ACCOUNT ON THE WEBSITE

3.1 Before ordering Products on the Website, You have to create an account according to the procedure set out by Dinamica S.r.l., or to access using an already existing account on the Website. During the creation of an account You agree to provide complete and correct information.

3.2 You have to provide all data requested when filling out the registration form (for example: Name, Surname, Address, E-mail, a Password you choose, Telephone number) and to click on the confirm button. The registration to the Website is free, provided that (a) the Internet connection to access the Website is at your charge according to costs, terms and conditions set out by your Internet provider and that (b) by purchasing a Product/Service on the Website, You are fully aware that You have the obligation to pay the amounts due after purchase.

3.3 The account registration is subject to your full and unconditional acceptance of these General Terms. By ticking the box to accept these General Terms and clicking on the confirm button, You accept these General Terms fully and unconditionally. The Italian language version of these General Terms will be the version used when interpreting and construing these Terms. These General Terms can be downloaded from the Website in PDF format. You can save and store a copy of these General Terms.

3.4 During the registration of the account on the Website, You have to provide your e-mail address and a password according to the criteria set out for the creation of the password available on the Website. You must ensure that You will keep your password confidential and that You are the only one responsible for all actions carried out using your account. You have the obligation not to share your password with other people and take full responsibility for an unauthorized use of the password. You agree to immediately inform Dinamica S.r.l. in writing about any unauthorized use of the account or about any violation of security. To the maximum extent permitted by applicable law, Dinamica S.r.l. denies any liability for losses or damages due to You not keeping your password safe and protected or failing to immediately inform Dinamica S.r.l. about the loss or theft of the password. You will be liable for any loss or damage arising out of any unauthorized use of your account towards Dinamica S.r.l.

3.5 After filling out the registration form and purchasing one or more of our Products or Services, You shall create your personal account accepting these General Terms and agreeing with the processing of your personal data according to the Privacy policy of Dinamica S.r.l. as stated during the registration process.

3.6 The creation of an account on the Website allows You to (a) purchase our Products/Services, (b) to modify and to update your personal data in your personal area on the Website, (c) to check the status of your orders.

4. PURCHASE OF PRODUCTS ON THE WEBSITE

4.1 The Products/Services offered are described on the Website. Special Terms of sale, if any, are available on the Website. By confirming to purchase a Product/Service, You declare to have read and understood, as well as to expressly accept the Special Terms of sale and the information related to the Product/Service.

4.2 In order to purchase a Product/Service on the Website, You have to add the Product/Service you would like to buy to the e-cart on the Website by clicking on the specific button. If You would like to purchase several Products/Services at the same time by placing one order, You have to add such Products/Services to the e-cart. To confirm the order You have to access your e-cart and check that all the data for invoicing and shipment are correct and then You have to select the method of payment. Before confirming, You have to read the order and correct any mistakes made during the data insertion using the button for the modification of data available on the Website. If, after having confirmed the order, You realize that some of the data inserted are wrong, You can contact our

customer service via e-mail at info@arredocad.com. Carefully follow the instructions provided on the Website about sending orders and purchasing Products/Services.

4.3 When purchasing, select the payment method among the ones made available by Dinamica S.r.l. according to art.5. Confirm your will to place the order of the Products/Services added to the e-cart, by clicking on the button “Place order” or similar wording. After clicking on this, the order of the Products/Services added to the e-cart becomes effective and Dinamica S.r.l. is expressly authorized to receive the payment, where purchase of the products depends on payment of the amount due being completely successfully through the selected payment method.

4.4 Once the order is confirmed, You cannot modify it any more, although You have the right to terminate the purchasing contract according to art. 7.

4.5 After order confirmation, You will receive an order confirmation e-mail sent by Dinamica S.r.l. containing the information about the main features and the price of the Product/Service bought, shipping costs and taxes. The order confirmation e-mail will be sent by Dinamica S.r.l. exclusively to the e-mail address provided when registering your account. Moreover, Dinamica S.r.l will send You the receipt of payment according to applicable law, as well as tax receipt or invoice related to the purchase carried out. If You need to receive an invoice as You are a professional, You shall provide your VAT number before confirming the order. If You provide your VAT number during purchase, Dinamica S.r.l. is entitled to assume that You are purchasing Product(s)/Service(s) as a professional and that an invoice will be issued.

4.6 Dinamica S.r.l. will file any order that You placed using specific information systems within the time necessary for the fulfillment of legal obligations and/or for the exercise or in defense of legal claims. Information related to the order is available by accessing your personal account on the Website.

4.7 You shall comply with any law or regulation applicable to the purchase of Products/Services and You shall avoid any direct or indirect use of the Website or of the purchased Product(s)/Service(s) that is against the law or against these General Terms as well as avoid any use of the Website or of the purchased Product(s)/Service(s) that violates the rights of third parties.

4.8 You are eligible to purchase only the Products/Services offered on the Website and according to technical information that is part of the Special Terms of Sale published on the Website. You will not be able to purchase Products/Services, even though offered on the Website, if they are marked as no longer available. In any event, Products/Services offered on the Website can be purchased until they are available. If Dinamica S.r.l. is not able to send a Product/Service because it has become unavailable, also temporarily, You will be informed via e-mail by Dinamica S.r.l. as soon as possible and in any case not later than 30 (thirty) days, refunding the amount of the payment(s) already made.

4.9 You shall not change the purchased Products with other ones even though they are offered on the Website.

5. PAYMENT METHODS

5.1 Unless otherwise provided for on the Website, You can pay for the Products ordered using the following payment methods: Credit card, PayPal or Bank transfer.

5.2 With payment via credit card, Dinamica S.r.l. charges your credit card with the amount owed for the Products bought at order confirmation. You may be asked by Dinamica S.r.l. to send a copy of your Identity Document (or of the Identity Document of a third person as holder of the credit card used) via e-mail or fax, before processing the payment and in order to identify the user and preventing fraud. The order will be suspended until such document is provided. Dinamica S.r.l. has the right to terminate the contract of sale giving written notice to You, if You do not provide such Identity Document within 10 (ten) working days from the receipt of the request of Dinamica S.r.l. It

is understood that the terms and conditions for sending the Product(s) or enabling the use of Service(s) run from the date on which You provide Dinamica S.r.l. with the copy of the Identity Document requested. Payments with credit card are processed according to the service offered by Bank Sella using the secure protocol SSL. You further acknowledge and agree that all credit card details shall be directly sent to the payment service provider and that Dinamica S.r.l. will therefore collect and treat the above mentioned credit card data (except for the latest 4 numbers of the credit card used and the expiry date). You represent and warrant that You are fully entitled to use the credit card indicated during the subscription process, that such credit card is valid and that the available credit on the credit card is not lower than the amount owed. In the event that your credit card is not accepted by the authorized payment service provider or that the credit card's available credit is lower than the amount due, it will not be possible to purchase the Product(s) and an alternative payment method must be used.

5.3 If the payment is made through PayPal, You will be forwarded to an online portal fully run by PayPal which You shall use according to the Terms and Conditions of use that govern your PayPal account. The payments made through PayPal will be exclusively processed by PayPal. You acknowledge and accept that the details of the credit card provided in the PayPal account are processed exclusively by PayPal. Dinamica S.r.l. charges your credit card with the amount due at order confirmation or, at the latest, on the day of shipping.

5.4 If the payment is made through PayPal, the total amount due will be charged by PayPal at the shipping of the Product(s) or on the working day before shipping.

5.5 If Dinamica S.r.l. refunds the amount of money that you paid, such refund shall be made using the same payment method used and shall be made according to the Terms and Conditions set out by the payment service provider used to purchase the Product(s)/Service(s).

5.6 The invoice related to each of the orders placed is sent via e-mail and it is available by accessing your personal area on the Website.

6. DELIVERY

6.1 After order confirmation, You will be sent an e-mail to the e-mail address provided when ordering with the links to download and the codes to activate or use the Products/Services you purchased.

6.2 The e-mail is sent within 2 hours from receipt of payment, if the payment has been done with credit card or PayPal. For payments made through bank transfer the e-mail is sent directly by Dinamica S.r.l. during working hours after the amount for the Product(s) purchased has been charged.

7. RIGHT OF WITHDRAWAL

7.1 You, as consumer, have the right of withdrawal that allows You to free yourself from the contract if You change your mind about the purchase made on the Website within a period of 14 (fourteen) days after purchase without providing any reason or paying any additional fees.

7.2 The right of withdrawal

7.2.1 For orders of one or more licenses as well as additional plug-ins You will not be entitled to exercise the right of withdrawal after You or a third party entrusted by you has activated the Product(s)/Service(s) inserting the Product Key sent to You by Dinamica Srl via e-mail at the moment of purchase.

7.2.2 When You purchase Products/Services consisting in digital contents accessible through tangible medium You will not be entitled to exercise the right of withdrawal after You have

received the e-mail sent by Dinamica Srl containing the link to access such Product(s)/Service(s). In this case You accept to lose the right of withdrawal.

7.2.3 When You purchase Services such as for example the technical support service or customized courses You will not be entitled to exercise the right of withdrawal after You or a Third party you entrusted has made use of the Service(s) purchased. In this case You agree to lose the right of withdrawal.

7.3 If You wish to exercise the right of withdrawal You must communicate your decision to Dinamica S.r.l. before the withdrawal period expires. For this purpose You may use the Form for withdrawal available [at this link](#) and send it to our customer service at the following e-mail address eshop@arredocad.com.

7.4 If your right of withdrawal has been legitimately exercised, Dinamica S.r.l. shall refund You for the amount paid including any delivery costs within 14 (fourteen) days from the date on which Dinamica S.r.l. has received your withdrawal request. Dinamica S.r.l. shall use the same payment method that You used to purchase the Product(s) for which You exercise the right of withdrawal, if not otherwise agreed with Dinamica S.r.l. and notwithstanding that You shall not pay any additional costs for the refund.

8. DECLARATION AND WARRANTIES

8.1 You state and warrant that:

- (a) You are fully entitled to legitimately stipulate these General Terms of sale;
- (b) if You are a natural person, You are of legal age;
- (c) the data and other information provided to Dinamica S.r.l. during the registration of your account on the Website and the subscription process are true, correct and up to date. Dinamica S.r.l. reserves the right to check at any time and by any means at its disposal the data and information provided, also asking for documents attesting the truthfulness of the above mentioned data and information. In the event of any violation of articles 8.1 (d), 8.1 (e) and 8.1(f) Dinamica S.r.l. also reserves the right to disable or suspend the access to your account;
- (d) You will be the only one to access and use your account on the Website and You will not allow third persons to access or use it;
- (e) You are not subject to any restrictions or any disciplinary measures that prohibit or limit your rights to purchase Product(s) in any jurisdiction;
- (f) should it be possible to publish comments or other contents on the website, You shall not use, publish or add any content forbidden by applicable law and/or that violates the rights of third persons or of Dinamica S.r.l. and/or constitute libel towards Dinamica S.r.l. and that is obscene, offensive, violent, detrimental to personal dignity or blasphemous and that, by way of example, contains racist statements and/or that praises the superiority of one race, culture or nation over another or over a minority, or represents apologies for crimes against humanity as well as incitements to hatred and violence; that is pornographic or sexually explicit, harassing and menacing or giving information, persuasive messages or instructions about how to carry out illegal activities or that can harm third persons; that praises dangerous behaviors or is able to lead minors to imitate such behaviors or to assume drugs or to perform animal abuse; that gives explicit as well as hidden promotional and advertising messages and that shows images unsuitable for under-aged persons.

9. PRIVACY

9.1 Dinamica S.r.l. will process your personal data according to the purposes and the modalities set out in the Privacy notice provided on the website during your account registration.

9.2 By accessing your personal area on the Website, You can modify, correct or update your personal data at any time.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

10.1 The Website, its contents and layout, the trademark “ArredoCAD”, the name of the domain www.arredocad.com and all related intellectual and industrial rights are owned solely by Dinamica S.r.l. and by its licensors, reserved for them and not transferable to You in any way.

11. DURATION AND TERMINATION

11.1 These General Terms are valid for an unlimited amount of time, notwithstanding that each Party may terminate this agreement giving prior written notice to the other Party. Nevertheless it is understood that, in the event of termination by one of the Parties and before termination becomes valid, the purchased Products are not subject to termination and these General terms will apply until the obligations of both Parties regarding the purchased Products are fulfilled. The closure of your account carried out by You shall be deemed as the fulfillment of your termination right. The closure of the Website and/or of your account by Dinamica S.r.l. shall be deemed as the fulfillment of the termination right of Dinamica S.r.l.

11.2 You accept and agree that Dinamica S.r.l. does not guarantee in any way that accessing your account or purchasing Products on the Website will be always possible. Therefore Dinamica S.r.l. reserves the right, at any time, to suspend or terminate your access to your account permanently, as well as to delete your account, with no obligation to provide prior notice and with no prejudice to the rights that You have already acquired regarding the Products purchased on the Website.

12. CANCELLATION

12.1 Pursuant to art. 1456 of the Italian Civil Code, Dinamica may cancel these General Terms and each contract of purchase stipulated on the Website with immediate effect, if You breach one or more provisions set out in art. 8 by sending You a written notice. Without prejudice to the right for Dinamica S.r.l. to claim any damage.

13. ASSIGNMENT OF CONTRACTUAL RIGHTS AND LIABILITIES

13.1 You acknowledge and agree that Dinamica S.r.l. may assign fully or partially the rights and liabilities pursuant to these General Terms to third parties.

14. CUSTOMER SERVICE

14.1 For support, complaints or any information You can contact the customer service of Dinamica S.r.l. by e-mail at info@arredocad.com or by phone at 0039/0721/26465 from Monday to Friday, from 8:30 am to 12:30 pm and from 2:30 pm to 6:30 pm.

15. GOVERNING LAW AND JURISDICTION

15.1 These General Terms are subject to Italian Law.

15.2 Any dispute between the Parties arising out of or relating to these General Terms and any contract of purchase of Products including validity, interpretation, enforcement and termination shall be subject to the exclusive jurisdiction of the Court in Pesaro, to the exclusion of any different and/or alternative court. Although, if You are stipulating these General Terms as “Consumer”, pursuant to the Italian Civil Code such disputes shall be subject to the Italian judge that has

territorial jurisdiction in a mandatory way in the place in which You live in Italy.

15.3 Dinamica S.r.l. informs You that the European Commission provides a platform for the resolution of online disputes available at the following link: <http://ec.europa.eu/consumers/odr/>.