**TERMS AND CONDITIONS &**

**PRIVACY POLICY**

**Privacy Policy of domusarda.weebly.com**

This Application collects some Personal Data from its Users.

Personal Data collected for the following purposes and using the following services: Analytics

Google Analytics

Personal Data: Cookie and Usage data

Latest update: December 26, 2015

Data Controller and Owner

**Types of Data collected**

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: Cookie and Usage data.

Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Data collection.

The Personal Data may be freely provided by the User, or collected automatically when using this Application.

Any use of Cookies - or of other tracking tools - by this Application or by the owners of third party services used by this Application, unless stated otherwise, serves to identify Users and remember their preferences, for the sole purpose of providing the service required by the User.

Failure to provide certain Personal Data may make it impossible for this Application to provide its services.

Users are responsible for any Personal Data of third parties obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

**Mode and place of processing the Data**

**Methods of processing**

The Data Controller processes the Data of Users in a proper manner and shall take appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Data Controller, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of the site (administration, sales, marketing, legal, system administration) or external parties (such as third party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Data Controller at any time.

**Place**

The Data is processed at the Data Controller's operating offices and in any other places where the parties involved with the processing are located. For further information, please contact the Data Controller.

**Retention time**

The Data is kept for the time necessary to provide the service requested by the User, or stated by the purposes outlined in this document, and the User can always request that the Data Controller suspend or remove the data.

The use of the collected Data

The Data concerning the User is collected to allow the Owner to provide its services, as well as for the following purposes: Analytics.

The Personal Data used for each purpose is outlined in the specific sections of this document.

**Detailed information on the processing of Personal Data**

Personal Data is collected for the following purposes and using the following services:

**Legal action**

The User's Personal Data may be used for legal purposes by the Data Controller, in Court or in the stages leading to possible legal action arising from improper use of this Application or the related services.

The User declares to be aware that the Data Controller may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular services or the collection and processing of Personal Data upon request.

**System Logs and Maintenance**

For operation and maintenance purposes, this Application and any third party services may collect files that record interaction with this Application (System Logs) or use for this purpose other Personal Data (such as IP Address).

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Data Controller at any time. Please see the contact information at the beginning of this document.

**The rights of Users**

Users have the right, at any time, to know whether their Personal Data has been stored and can consult the Data Controller to learn about their contents and origin, to verify their accuracy or to ask for them to be supplemented, cancelled, updated or corrected, or for their transformation into anonymous format or to block any data held in violation of the law, as well as to oppose their treatment for any and all legitimate reasons. Requests should be sent to the Data Controller at the contact information set out above.

This Application does not support “Do Not Track” requests.

To determine whether any of the third party services it uses honor the “Do Not Track” requests, please read their privacy policies.

**Changes to this privacy policy**

The Data Controller reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom. If a User objects to any of the changes to the Policy, the User must cease using this Application and can request that the Data Controller removes the Personal Data. Unless stated otherwise, the then-current privacy policy applies to all Personal Data the Data Controller has about Users.

**Information about this privacy policy**

The Data Controller is responsible for this privacy policy, prepared starting from the modules provided by domusarda B&B

**Credit**

This document was created using a Contractology template available at [http://www.freenetlaw.com](http://www.freenetlaw.com/).

**Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

[You must be at least [18] years of age to use this website. By using this website [and by agreeing to these terms and conditions] you warrant and represent that you are at least [18] years of age.]

[This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our DOMUSARDA's use of cookies in accordance with the terms of DOMUSARDA's [privacy policy / cookies policy].]

**License to use website**

Unless otherwise stated, DOMUSARDA and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages and Pictures from the website **for your own personal use,** subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

* republish material from this website (including republication on another website);
* sell, rent or sub-license material from the website;
* show any material from the website in public;
* reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
* [edit or otherwise modify any material on the website; or]
* [redistribute material from this website [except for content specifically and expressly made available for redistribution].]

[Where content is specifically made available for redistribution, it may only be redistributed by Domusarda.]

**Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without DOMUSARDA'S express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without DOMUSARDA's express written consent.]

**Restricted access**

[Access to certain areas of this website is restricted.] DOMUSARDA reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at DOMUSARDA'S discretion.

If DOMUSARDA provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

[DOMUSARDA may disable your user ID and password in [DOMUSARDA'S] sole discretion without notice or explanation.]

**User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to DOMUSARDA a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to DOMUSARDA the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or DOMUSARDA or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

DOMUSARDA reserves the right to edit or remove any material submitted to this website, or stored on DOMUSARDA'S servers, or hosted or published upon this website.

Notwithstanding DOMUSARDA'S rights under these terms and conditions in relation to user content, DOMUSARDA does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

**No warranties**

This website is provided “as is” without any representations or warranties, express or implied. DOMUSARDA makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, DOMUSARDA does not warrant that:

* this website will be constantly available, or available at all; or
* the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

**Limitations of liability**

DOMUSARDA will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

* [to the extent that the website is provided free-of-charge, for any direct loss;]
* for any indirect, special or consequential loss; or
* for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if DOMUSARDA has been expressly advised of the potential loss.

**Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit DOMUSARDA'S liability in respect of any:

* death or personal injury caused by DOMUSARDA'S negligence;
* fraud or fraudulent misrepresentation on the part of DOMUSARDA; or
* matter which it would be illegal or unlawful for DOMUSARDA to exclude or limit, or to attempt or purport to exclude or limit, its liability.

**Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

**Other parties**

[You accept that, as a limited liability entity, DOMUSARDA has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against DOMUSARDA'S officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect DOMUSARDA'S officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DOMUSARDA.

**Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

**Indemnity**

You hereby indemnify DOMUSARDA and undertake to keep DOMUSARDA indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by DOMUSARDA to a third party in settlement of a claim or dispute on the advice of DOMUSARDA'S legal advisers) incurred or suffered by DOMUSARDA arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

**Breaches of these terms and conditions**

Without prejudice to DOMUSARDA'S other rights under these terms and conditions, if you breach these terms and conditions in any way, DOMUSARDA may take such action as DOMUSARDA deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Variation**

DOMUSARDA may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Assignment**

DOMUSARDA may transfer, sub-contract or otherwise deal with DOMUSARDA'S rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions [, together with [DOCUMENTS],] constitute the entire agreement between you and DOMUSARDA in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with [ITALIAN LAW], and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Cagliari.

**Registrations and authorisations**

[DOMUSARDA is registered with . You can find the online version of the register at [URL]. [NAME'S] registration number is [NUMBER].]

[DOMUSARDA is subject to [AUTHORISATION SCHEME], which is supervised by [SUPERVISORY AUTHORITY].]

[DOMUSARDA is registered with [PROFESSIONAL BODY]. [NAME'S] professional title is [TITLE] and it has been granted in the United Kingdom. DOMUSARDA is subject to the [RULES] which can be found at [URL].]

[DOMUSARDA subscribes to the following code[s] of conduct: [CODE(S) OF CONDUCT]. [These codes/this code] can be consulted electronically at [URL(S)].

[[NAME'S] [TAX] number is [NUMBER].]]

**[NAME'S] details**

The full name of DOMUSARDA is [FULL NAME].

[DOMUSARDA is registered in [JURISDICTION] under registration number [NUMBER].]

[NAME'S] [registered] address is [ADDRESS].

You can contact DOMUSARDA by email to islandofsilence.friends@gmail.com.