

Terms and Conditions Eufedia Web-Care

EUFEDIA CYBER SECURITY power by Oasi Team S.r.l.

GENERAL TERMS OF USE FOR SOFTWARE PRODUCTS

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1. Introduction

- These general terms and conditions of use (hereinafter 'General Terms and Conditions') govern the use of the EUFEDIA Cyber Security software solutions distributed by Oasi Team S.r.l. (f.c., VAT and registration in the Turin company register n. 08245010015, based in Corso Siccardi No. 11/bis, Turin (hereinafter also referred to as 'OASI'), by end users (hereinafter referred to as 'Users').
- In particular, OASI provides its Users with software solutions in the field of computer security. Such solutions (hereinafter also collectively referred to as the "Software") allow Users to understand their exposure to the dangers arising from surfing the web and provide an advanced system of protection against such dangers. The Software can be installed on personal computers and is compatible with Chrome and Edge browsers and Windows, Mac and Linux operating systems [as indicated on the Eufedia website-<https://www.eufedia.it/faq>]. All of the activities performed by OASI to enable Users to use the Software are also collectively referred to as the "Services".

2. Access to Software, Trial and Duration of Services

- 2.1 Your access to and use of the Software is dependent on your prior acceptance of these General Terms and Conditions. The General Terms and Conditions, together with the Order

Confirmation (as defined below) constitute a contract between OASI and you and contain important information about your rights and obligations associated with the use of the OASI Software

- 2.2 The contractual relationship between OASI and the Users starts when the Software is downloaded to the User's devices. In order to use the Software, Users are also required to register by creating an account on the OASI website, <https://www.eufedia.it>
- 2.3 Upon creation of their Account, all Users have the option of using the Software in trial mode for a duration of 7 (seven) days (hereinafter referred to as the "Trial"). Prior to activation of the Trial, the User will be asked, with a view to use of the Software following the Trial, to select:
 - a) the duration of their subscription plan, will be for one year;
 - b) the number of browsers covered by the Software licence: OASI provides subscriptions covering one, three or five browsers respectively. In the case of subscriptions covering several browsers, you may also allow the Services to be used by different persons (e.g. your family members), referred to below as "Secondary Users", provided that they are within the limit of the number of browsers covered by the subscription.
- 2.4 The date of activation of the Trial and the subsequent subscription for the Services, together with the User's preferences regarding the duration of the subscription and the number of devices, will be set forth by OASI in a document (the "Order Confirmation") that will be sent to the email address provided by the User during registration and will remain accessible at all times through the User's account.
- 2.5 Following the activation of the Trial, the User, if he/she wishes, may proceed to enter the data relating to the chosen payment method, or decide to postpone this procedure to a later date.

In the event that the User, at the end of the Trial period, does not wish to confirm the activation of the Services, he/she may withdraw, by selecting the appropriate option through the dashboard of his/her Account within the date and time of the end of the Trial, at no cost, as in any case the charge will not be made before the end of the Trial.
- 2.6 Once the Trial is concluded, the User may continue to use the Services for the duration of the annual contractual plan, it being understood that the subscription will be automatically renewed on expiry, until the notice of cancellation sent by the User via his/her account. The cancellation will avoid the renewal of the subscription for the following year if it is sent no later than the day before the renewal date.

3. Right of Withdrawal

- 3.1 Pursuant to the Consumer Code (d. lgs. n. 205/2006), the User has the right to withdraw from the agreement concluded with OASI within 14 (fourteen) days from the date of sending the order stated in the Order Confirmation.
- 3.2 By accepting these General Terms and Conditions, the User acknowledges that the provision of Services proposed by OASI shall commence before the expiry of the period in which the User enjoys the right of withdrawal and expressly requests to commence using the Services before such expiry, in accordance with Art. 51, para. 8 of the Consumer Code.

- 3.3 The exercise of the right of withdrawal by the User shall result in the reimbursement by OASI of the fees already paid by the User, with the limit set out in Article 3.4 below, using the same means of payment used by the User to pay such fees.
- 3.4 Pursuant to article 57, co. 3 of the Consumer Code, in the event that the User exercises his right of withdrawal after the conclusion of the Trial, and in any case within fourteen (14) days from the order confirmation, OASI shall be entitled to withhold from the refund due to the User an amount proportional to the number of days during which the User has used the Services (excluding the Trial period), calculated on the basis of the total price indicated in the Order Confirmation.

4. Obligations of OASI

- 4.1 Throughout the duration of the Services, OASI guarantees update, maintenance and technical support services in order to ensure the resolution of technical problems, the security of the Software and the stability and compatibility of the Software with the Users' devices. To this end, OASI will be available to respond to any requests from Users to solve problems of a technical nature, via the following email address:
support.webcare@eufedia.it.
- 4.2 OASI also makes the following contact details available to Users for the resolution of problems of an administrative, contractual or other nature:
 - Email: support.webcare@eufedia.it

5. Rights and Obligations of Users

- 5.1 By accessing the Services (during the Trial and thereafter) and paying the relevant fees, the User obtains a worldwide, non-exclusive, non-transferable, non-transferable licence, with a term as defined in Article 2, to install and use the Software on the devices and in the manner stipulated in these General Terms and Conditions and the Order Confirmation.
- 5.2 The User remains solely responsible for the accesses made through his or her account and, to this end, undertakes to take all necessary measures to safeguard his or her access data and guarantee their confidentiality. In particular, the User undertakes not to communicate his or her access data to third parties and not to allow others to use his or her account, except what is strictly necessary to allow Secondary Users to use the Services in the case of subscriptions for several browsers.
- 5.3 In addition to the obligations under Article 7 (Intellectual Property), the User undertakes not to use the Software to upload, transmit or otherwise make available any content:
 - (i) which is or may be considered unlawful, harmful, obscene, tending to incite violence or racial hatred, or harmful to the privacy and safety of others;
 - (ii) infringing any intellectual property rights or property rights of others;
 - (iii) that contains computer viruses or other codes or programmes intended to interrupt, damage or limit the functionality of the Software and/or the Users' devices.

- 5.4 User warrant that all information he provide to OASI in connection with his access and/or use of the Software is true, accurate and complete at all times.
- 5.5 The User undertakes to regularly pay the fees due for the use of the Software, as defined in the Order Confirmation and as may be subsequently updated. Payment of the fees shall in any case take place on the day the subscription expires.

6. Amendments to Services and General Conditions

- 6.1 OASI reserves the right to update and modify at any time the General Conditions or the characteristics of the Software or the Services, giving at least 15 (fifteen) days notice to the User, except in cases of impossibility. Such updating may be justified for various reasons, including, but not limited to, the need to evolve its products or services, updating for technical or security reasons, the need to adapt to new regulatory provisions or IT security standards or other business requirements. By continuing to use the Software after having received the communication regarding the modification of the General Conditions, the User shows that he/she accepts the modification communicated by OASI.
- 6.2 OASI may vary, within reasonable limits, the amount of the fees related to the Services and shall inform the Users at least 30 (thirty) days in advance of the effective date of the new fees. In any case, it is understood that the updated tariffs shall apply to the User no earlier than the renewal date of the Services, without prejudice to the User's right of cancellation.
- 6.3 OASI may also decide in the future to permanently discontinue the Software and Services. In such case, OASI will give reasonable notice to the Users of its intention not to renew the existing subscription upon expiry. In the event that OASI is not able to guarantee to the Users the use of the Service until the next renewal date, OASI will communicate to the Users its withdrawal from the agreement and the consequent termination date of the subscription and will waive the part of the fees related to the portion of the subscription not used by the User.

7. Downloads and Payments

- 7.1 Access to the OASI Software takes place after the download of the Software from the reference store of the User's browser. OASI is not responsible for the download phase managed by the store.
- 7.2 For the payment of the fees, OASI uses the services of third party providers (e.g. Braintree, PayPal). OASI is not responsible for the payment process, to which the terms and conditions of the third party providers in question will apply and for which the User will be redirected to the respective websites of these providers.

8. Intellectual property rights

- 8.1 You acknowledge that you understand that all intellectual property rights (including, without limitation, copyright in software, graphics, text, sounds and images) in the Software are owned by OASI or OASI has obtained the necessary authorizations to use them.

- 8.2 The User undertakes to refrain from any behaviour that infringes OASI's intellectual property rights or the property rights of third parties, in whatever capacity incorporated in the Software. By way of example, you agree not to copy, reproduce, translate, adapt, modify, distribute to the public, in whole or in part, even temporarily, the Software or any component contained therein, and not to create derivative works from the same, without the prior written consent of OASI.
- 8.3 The User acknowledges and agrees that he/she does not hold any rights to the Software or Services, except as expressly provided for in these General Terms and Conditions.
- 8.4 You must not employ or make available to third parties any technological devices or measures designed to circumvent the conditions imposed by OASI for access to the Software and Services.

9. Links to external or third-party websites

- 9.1 The Software may contain hypertext links ("links") to third party sites or Internet resources that are not owned or controlled by OASI. The presence of these links in the Software does not imply any warranty by OASI as to the content of such sites.

10. Processing of personal data

- 10.1 OASI will process any personal data collected in accordance with the applicable data protection legislation (in particular, EU Regulation 2016/679, "GDPR", and Italian Legislative Decree 196/2003, "Privacy Code") and any other legislation applicable from time to time. In this regard, Users' data shall be processed according to the terms set forth in the Privacy Policy of OASI <https://eufedia.it/en/privacy-policy>.

11. Responsibilities of OASI

- 11.1 The Software is provided to the User in its current state. Although OASI is committed to the continuous development and maintenance of its Software, it cannot guarantee the immunity of Users' devices from external threats such as malware, viruses or other forms of computer attacks.
- 11.2 It is up to the User to assess the compatibility of his/her devices with the Software and the User is also responsible for the use of the Software on his/her devices.
- 11.3 The liability of OASI under these General Terms and Conditions and the Order Confirmation shall be limited to damage caused by intent or gross negligence and shall not extend to indirect damage or loss of profit.
- 11.4 In any case, the total liability of OASI for any damage caused to the User shall not exceed the amount paid by the User as consideration in the 12 (twelve) months preceding the allegedly damaging event.

12. Notices of violation of the General Terms and Conditions; Account suspension and deletion

- 12.1 OASI reserves the right to investigate and prosecute, within the limits of the law, any violations of the General Terms and Conditions, requesting where necessary the intervention of the competent authorities.
- 12.2 In the event that the User violates these General Terms and Conditions and/or the rules of use of the Software, OASI reserves the right to:
 - (i) remind the User of his obligations under these General Terms and Conditions;
 - (ii) suspend and/or cancel the User's subscription;
 - (iii) suspend and/or delete the User's account;
 - (iv) prevent the User from using the Software.
- 12.3 The exercise of the aforementioned faculties does not in any event imply a waiver by OASI of the judicial actions that the law provides for the protection of rights.

13. Governing Law and Dispute Resolution

- 13.1 The law applicable to these General Terms and Conditions, to their interpretation and to any dispute relating thereto shall be Italian law.
- 13.2 It is in the interest of OASI to resolve amicably any dispute that may arise from the use of the Software. For this reason, OASI asks Users, as a first step, to bring any problem to the attention of OASI by addressing a complaint in writing to OASI TEAM S.r.l., via the email address support.webcare@eufedia.it. If a User considers the response of OASI to be insufficient or unsatisfactory, he/she may submit a request for mediation to the Mediation Body of the Turin Chamber of Arbitration (www.adrpiemonte.it). The mediation procedure may last no longer than 3 (three) months from the time the request is submitted (pursuant to Art. 6, Legislative Decree no. 28/2010). For the duration of the mediation procedure, the parties involved undertake not to take any legal action in relation to these General Terms and Conditions.

Pursuant to Article 1341 of the Civil Code, you expressly declare that you accept the provisions of Articles: 2.6 (automatic renewal), 6.3 (withdrawal of OASI), 11 (OASI liability) and 12 (Notices of breach of the General Terms and Conditions; suspension and deletion of the Account).

By accepting these General Terms and Conditions, the User expressly requests to start using the Services prior to the expiry of the withdrawal period provided for in favour of the User, pursuant to Art. 51, para. 8 of the Consumer Code.

